MEETING OF THE SUNRISE CITY COMMISSION

Commission Meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351, The City of Sunrise City Commission Meeting will be hosted both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

CITY COMMISSION MEETING AGENDA
Tuesday, July 8, 2025 - 5:00 PM

(1) Call To Order

(2) Roll Call

(3) Moment of Silence and Pledge of Allegiance

(4) Consent Agenda

(ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER, THE STAFF, OR ANY MEMBER OF THE PUBLIC. ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE HEARD AT THE CONSENT DISCUSSION PORTION OF THAT COMMISSION MEETING.)

(A) Agreement

C25157

A Resolution of the City of Sunrise, Florida, approving a "Memorandum of Agreement Urban Area Security Initiative FY 2024 'City of Sunrise'" between the City of Sunrise and the City of Miami; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(B) Agreement

C25149

A Resolution of the City of Sunrise, Florida, approving a "School Resource Officer Agreement Summer 2025" between the School Board of Broward County, Florida and the City of Sunrise, Florida for the 2025 Summer School Term; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(C) Agreement

C25139

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-08-04-WL between the City of Sunrise and CPS HR Consulting for Promotional Testing" for Testing and Training Programs for the Fire Rescue Department utilizing the Town of Davie Agreement No. RFP-JA-19-124; and providing an effective date. City Manager Mark Lubelski. John K. McNamara, Fire Chief.

(D) Special Event

C25158

A Resolution of the City of Sunrise, Florida, approving a request to Permit Consumption of Alcoholic Beverages at a Special Event at Markham Park on August 2, 2025; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(E) Agreement

C25124

A Resolution of the City of Sunrise, Florida, approving a "Ticketing Services Agreement" between City of Sunrise and Nortap Technology, Inc, for use of the Showclix Ticketing Platform; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(F) Agreement

C25155

A Resolution of the City of Sunrise, Florida, approving a "Joint Participation Agreement between Broward County and City of Sunrise for the Relocation, Disposal, and Adjustment of City Utilities related to County's Pine Island Road Project from SW 36 Street to Nova Drive"; and providing and effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(G) Equipment

C25167

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-13-06-HR between the City of Sunrise and Shade Systems, inc." Utilizing the School Board of Alachua County Contract Award No. IFB 24-13 for Sun Shade Structures and Miscellaneous Outdoor Accessories; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(H) Equipment

C25165

A Resolution of the City of Sunrise, Florida, approving the purchase of parts and services from Stewart & Stevenson FDDA LLC as the Sole Source provider; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(I) Agreement

C25162

A Resolution of the City of Sunrise, Florida, approving a "Fifth Amendment to Project Agreement No. 19-015-SC between the City of Sunrise and Stantec Consulting Services, Inc." for the Springtree WWTP Storage & Equipment Building project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(J) Agreement

C25156

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-009-HS Springtree Injection Wells MIT Engineering Assistance 2025-26"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(K) Chemicals

C25159

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-12-06-MS between the City of Sunrise and

Tanner Industries, Inc." for Anhydrous Ammonia utilizing Lee County Contract No. B220494CMR; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(L) Services

C25161

A Resolution of the City of Sunrise, Florida, to award Bid No. 25-37-03-MS "Sewer Rehabilitation & Maintenance and Infiltration & Inflow Reduction Program" to Envirowaste Services Group, Inc. as primary vendor for Group A, primary vendor for Group C and secondary vendor for Group D, Insituform Technologies, LLC as secondary vendor for Group A and secondary vendor for Group C, IMR Development Corp as primary vendor for Group B, JMP Group LLC as secondary vendor for Group B and USSI, LLC as primary vendor for Group D; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(M) Agreement

C25166

A Resolution of the City of Sunrise, Florida, approving an "Assignment and Assumption of Contractual Obligations and Consent to Assignment" among Miller Pipeline, LLC, Insituform Technologies, LLC and the City of Sunrise relating to Bid No. 21-12-02-MS for Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(N) Agreement

C25164

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement No. 22-015-ST between the City of Sunrise and Stantec Consulting Services, Inc." for the NW 44th Street Watermain Replacement Design, Permitting, and Bidding Services Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(O) Minutes

Approval of the minutes:

LPA 01/14/25
CCM 01/14/25
CCM 01/28/25
CCM 02/11/25
CCM 02/25/25
CCM 03/25/25
CCM 04/08/25
CCM 04/22/25
CCM 05/13/25
CCM 05/27/25

(5) Quasi Judicial Consent Agenda

(ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY A COMMISSIONER, THE STAFF, THE APPLICANT, OR AN AFFECTED PARTY). ANY ITEM REMOVED FROM THE QUASI-JUDICIAL CONSENT AGENDA SHALL BE TABLED TO THE NEXT REGULARLY SCHEDULED COMMISSION MEETING FOR QUASI-JUDICIAL HEARING.)

(A) Dauer Museum

C25133

Replat - Planning and Zoning Board - June 5, 2025 Passed 6-0
A Resolution of the City of Sunrise, Florida, approving the Replat of a portion of Parcel "F" of "Sunrise Industrial Park Phase II, parcels 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 and 67" as recorded in Plat Book 115, Page 42 of the Public Records of Broward County, Florida, all lying in Township 49 South, Range 41 East, within the City of Sunrise, Broward County, Florida, to be renamed the “Dauer Museum” Plat; approving a restrictive note on the Plat; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(6) Special Items

(A) Presentation

Legislative Update by State Senator Barbara Sharief. City Manager Mark Lubelski.

(B) Presentation

Presentation of awards to the winning parade participants in the

annual City of Sunrise July 4th Parade. Kevin Pickard, Director of Leisure Services.

(C) Presentation

Presentation of the Youth Athlete of the Month Award for July 2025 to Ayden Wisdom from the Kidz Total Fitzone program and Angelica Fortich from the Sunrise Karate program. Kevin Pickard, Director of Leisure Services.

(D) Proclamation

Proclamation proclaiming the Month of July 2025 as Parks and Recreation Month in the City of Sunrise. Kevin Pickard, Director of Leisure Services.

(E) Presentation

Recognition of service time and dedication for employee that retired from City service awarded to Herbert Northwalton, Bus Driver II. Kevin Pickard, Director of Leisure Services.

(F) Proclamation

Proclamation proclaiming the Month of July 2025 as Pass Up Plastics Month in the City of Sunrise. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(7) City Items

(8) Open Discussion

(9) Commission/Mayor Reports

(10) City Manager's Report

(11) Consent Discussion

(DISCUSSION AND SEPARATE VOTE SHALL BE HEARD ON ITEMS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.)

(12) Public Hearings

(A) Amendment

C25144

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2024/2025 Budget Ordinance No. 709; amending the General Fund (001) providing for conflict; providing for severability; and

providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 6/24/2025, Passed 5-0).

(B) Amendment

C25146

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 "Land Development Code," Article III "Development Review Procedures," by Amending Section 16-31 "Site Plan" to allow small-scale site plans and procedures for properties with a net land area of two acres or less; and by Amending Section 16-39 "Master Development Plan" to align the approval procedure with the Large-Scale Site Plan Review Procedures; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 6/24/2025, Passed 5-0).

(C) Amendment

C25145

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 "Land Development Code," Article V "District Regulations," by Amending Section 16-101 "Planned Unit Development (PUD) District" to allow for a reduced minimum tract size; by Amending Section 16-109 "Planned Development District (PDD)" to allow for a reduced minimum Site Area and to revise the submittal requirements for single-phase developments; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 6/24/2025, Passed 5-0).

(D) Grants

C25160

A Resolution of the City of Sunrise, Florida, approving and adopting a FY 2025-2029 Consolidated Plan and a First Year Annual Action Plan for FY 2025-2026; approving and adopting a New Citizen Participation Plan; approving the City's Federal

Application for Funding under the Community Development Block Grant Program; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(13) Quasi-Judicial Hearing

(A) Brotherz Liquor at Pine Plaza Shops

C25059

Special Exception - Board of Adjustment Meeting June 3, 2025 Passed 7-0

A Resolution of the City of Sunrise, Florida, Granting a Special Exception Use Permit for a Liquor and Alcoholic Beverage Store located at 4529 N. Pine Island Road; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (Item Pulled on CCM 6/24/2025, Passed 5-0).

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(17) New Business

(A) Proposed FY 2025/2026 Millage Rates

C25142

A Resolution of the City of Sunrise, Florida, accepting a Proposed Millage Rate for the 2025/2026 Fiscal Year; also computing a Rolled-Back Millage Rate; providing for the date, time and place at which a public hearing will be held to consider the Proposed Millage Rate and a Tentative Budget; accepting a Proposed Millage Rate for the 2025/2026 Fiscal Year for the Voted Debt Service Millage for the General Obligation Bonds; providing for the date, time and place at which a public hearing will be held to consider the Proposed Millage Rate and a Tentative Budget; directing the appropriate city officials to advise the Broward County Property Appraiser’s Office of the information contained herein; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative

Services.

(B) Proposed FY 2025/2026 Fire Assessment Fee

C25143

A Resolution of the City of Sunrise, Florida, relating to the provision of Fire Rescue Services, Facilities and Programs in the City of Sunrise, Florida; establishing the estimated Assessment Rate for Fire Rescue Assessments for the Fiscal Year beginning October 1, 2025; directing the preparation of an Assessment Roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(C) Nuisance Abatement Assessment

C25141

A Resolution of the City of Sunrise, Florida, establishing the Total Sum of the Nuisance Abatement Assessments; setting the amount Assessed against each affected parcel of property for the period between June 1, 2024 through May 31, 2025 with interest calculated through October 31, 2025; establishing a Public Hearing and directing the provision of notice thereof; providing for the use of the uniform method of collection; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. **In compliance with the ADA and F.S.S. 286.26, any individual**

with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711: Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Agreement

Item Number: 4A **Meeting Date:** 7/8/2025

City Reference Number (C#): C25157

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Memorandum of Agreement Urban Area Security Initiative FY 2024 'City of Sunrise'" between the City of Sunrise and the City of Miami; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:
N/A

Amount:
Grant Award: $318,247.00
No match required from City.

ATTACHMENTS:

ATY Resolution - C25157

2024 UASI MOA
FY2024 UASI City of Miami Executed Agreement
UASI 2024, Exhibit 2
City of Miami FY2024 RESO

Background:
The U.S. Department of Homeland Security is providing financial assistance to the Miami urban area through the Urban Area Security Initiative (UASI) Grant Program 2024. The UASI Grant Program assists participating public safety agencies in the funding for terrorism prevention, planning, organization, training, and various equipment. The City of Sunrise Police Department and Fire Rescue Department have been included in the 2024 UASI Grant Program for the Miami urban area. This grant has no match requirement.

Both the Police and Fire Rescue Departments request that the City Commission approve acceptance of the grant award in the amount of $318,247.00 and authorize the Chief of Police to execute the documents necessary to effectuate this grant.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Denise Guzzi Phone: 954-746-3493

Department Head Name and Title:
Daniel J. Ransone, Chief of Police

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "MEMORANDUM OF AGREEMENT URBAN AREA SECURITY INITIATIVE FY 2024 'CITY OF SUNRISE'" BETWEEN THE CITY OF SUNRISE AND THE CITY OF MIAMI; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Department of Homeland Security provides financial assistance to the Miami urban area through the Urban Area Security Initiative (UASI) Grant Program 2024; and

WHEREAS, the City of Sunrise has been included in the Miami 2024 UASI Grant Program as a participating agency, with the City of Miami as the sponsoring agency.

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

Section 1. A "Memorandum of Agreement Urban Area Security Initiative FY 2024 'City of Sunrise'" (Memorandum of Agreement) with the City of Miami is hereby approved. A copy of the Memorandum of Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Chief of Police is hereby authorized to execute the Memorandum of Agreement. The Chief of Police is further authorized to amend the equipment to be purchased by the Police Department to the extent permitted under the terms of the Memorandum of Agreement, with City Attorney concurrence. The Chief of Police is further authorized to perform all acts required for the full performance of the Memorandum of Agreement, including executing any amendments to extend the term subject to City Attorney approval. The Chief of Police shall provide the City Clerk a copy of any executed extensions or renewals.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

MEMORANDUM OF AGREEMENT
URBAN AREA SECURITY INITIATIVE FY 2024
"City of Sunrise"

Agreement Number: R1193
FAIN Number: EMW-2024-SS-05135

CFDA #: 97.067

This Agreement is entered into this ___ day of _____, 2025, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and, the City of Sunrise (the "Participating Agency").

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount **$12,388,404.00** dollars through the Urban Area Security Initiative (UASI) Grant Program 2024; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2024; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 2024 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2024 Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. R-25-0031, adopted on February 13, 2025, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program 2024 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).

B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

A. The provisions of this Agreement apply to UASI Grant Program 2024 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.

B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

B. Core County: The County within which the core city is geographically located. The core city is the City of Miami.

C. UASI Grant Program 2024: The UASI Grant Program 2024 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique equipment, training, planning, organization and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2024 was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will aid in building an enhanced and sustainable capacity to plan, prevent, protect, mitigate, respond to, and recover from threats or acts of terrorism for the selected urban areas.

D. National Incident Management System (NIMS): This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To

provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.

E. Urban Area Working Group (UAWG): The State Administrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.

F. Urban Area: An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.

C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Stakeholder Preparedness Review.

D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

E. Developing a comprehensive Urban Area Stakeholder Preparedness Review and submit to the SAA POC.

F. Complying with the requirements or statutory objectives of federal law as stipulated in “Exhibit #1”.

G. Ensuring satisfactory progress toward the goals or objectives stipulated in “Exhibit #1”.

H. Following grant agreement requirements and/or special conditions as stipulated in “Exhibit #1”.

I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets as stipulated in “Exhibit #1”.

C. Submitting quarterly reports to the City of Miami detailing the progress of projects to include direct purchases of equipment or services as stipulated in “Exhibit #1”.

D. Complying with all UASI Grant Program 2024 requirements as stipulated in “Exhibit #1”.

E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Stakeholder Preparedness Review.

F. Ensuring the participation of the following critical players in the assessment and Stakeholder Preparedness Review development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare, and public health.

G. Assisting the sponsoring agency in development of a comprehensive Urban Area assessment and Stakeholder Preparedness Review.

H. Complying with the requirements or statutory objectives of federal law as stipulated in “Exhibit #1”.

I. Ensuring satisfactory progress toward the goals or objectives as stipulated in “Exhibit #1”.

J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in “Exhibit #1”.

K. Maintaining an equipment inventory of UASI purchased items.

L. Ensure that equipment obtained from the UASI Grant Program 2024, as identified in “Exhibit #2”, is readily available for use by personnel trained to use such equipment for actual emergencies, special

events or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, FDEM, and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual emergencies, special events or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.

M. All equipment obtained from the UASI Grant Program 2024, as identified in "Exhibit 2", is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.

B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida as stipulated in "Exhibit 1".

C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.

D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective 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. Nothing herein shall be construed as consent by a municipality, state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

A. Financial and Compliance Audit Report: Recipients that expend $750,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.

B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2024 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

C. Financial Status Reports are due within 14 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in “Exhibit 1”.

D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.

E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in “Exhibit 2”.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.

B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties’ signatory executing this contract.

D. This Agreement shall be considered the full and complete agreement between the undersigned parties and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.

E. This Agreement will end on **February 28, 2026**, unless otherwise extended, by a written amendment duly approved and executed prior to February 28, 2026, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

IX. MISCELLANEOUS OVERALL

Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

BY: _____

Todd B. Hannon
City Clerk

BY: _____

Arthur Noriega
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

George Wysong
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: _____

Ann-Marie Sharpe, Director
Department of Risk Management

PARTICIPATING AGENCY

"(sub-recipient)"

ATTEST:

_____

Name:

_____

Title:

BY: _____

NAME: _Daniel J. Ransone_____

TITLE: __Chief of Police_____

FID #: _____

DUNS: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

Participating Agency Attorney

Agreement Number: R1193

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. § 200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. § 200.1, "pass-through entity" means "a non-federal entity that provides a subaward to a Subrecipient to carry out part of a federal program."

As defined by 2 C.F.R. § 200.1, "Subrecipient" means "a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award."

As defined by 2 C.F.R. § 200.1, "Federal award" means "federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. § 200.1, "subaward" means "an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. § 200.332:

Subrecipient's name:	City of Miami Fire Rescue
Subrecipient's unique entity identifier:	KJT5RFPMWTK5
Federal Award Identification Number (FAIN):	EMW-2024-SS-05135
Federal Award Date:	9/1/2024 - 08/31/2027
Subaward Period of Performance Start and End Date:	11/1/2024 – 08/31/2026
Budget Period Start and End Date:	11/1/2024 – 08/31/2027
Amount of Federal Funds Obligated by this Agreement:	$12,388,404.00
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	$42,245,414.44
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	$12,388,404.00
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.067-Homeland Security Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as "FDEM"), and **City of Miami Fire Rescue**, (hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, FDEM serves as the pass-through entity for a federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and FDEM has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below; and,

C. FDEM has statutory authority to disburse the funds under this Agreement.

THEREFORE, FDEM and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Subrecipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by FDEM before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to FDEM.

vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to FDEM.

c. In addition to the foregoing, the Subrecipient and FDEM shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, FDEM's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as FDEM's liaison with the Subrecipient. The Grant Manager for FDEM shall:

i. Monitor and document Subrecipient performance; and,

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. FDEM's Grant Manager for this Agreement is:

Camilla Williams
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (448) 220-7147
Fax: _____
Email: Camilla.Williams@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

AFC Grant Musser
444 SW 2nd Ave, 10th Floor
Miami, FL 33130
Telephone: 305-416-5402
Fax: 305-4164665
Email: gmusser@miamigov.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Subrecipient and returned to FDEM for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of

the grant award. Subrecipients must have an executed agreement by both parties prior to carrying out work, procurement and expending of funds for this agreement and shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify FDEM in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior FDEM approval when:

(i) The terms and conditions of the federal award prohibit the extension.

(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Subrecipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **on November 1, 2024 and shall end August 31, 2026** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. § 200.1, the term "period of agreement" refers to the time during which the Subrecipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. § 200.1, the Subrecipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. FDEM shall reimburse the Subrecipient only for allowable costs incurred by the Subrecipient in the successful completion of each deliverable. The maximum reimbursement amount for

each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$12,388,404.00.**

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. FDEM shall review any request for reimbursement by comparing the documentation provided by the Subrecipient against a performance measure, outlined in Attachment B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that FDEM and the Subrecipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the federal awarding agency, then FDEM shall reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. § 207(e)(2)), then FDEM shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-employee agreement, or an established policy of the Subrecipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then FDEM shall reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Subrecipient shall provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. FDEM's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Subrecipient.

j. As defined by 2 C.F.R. § 200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10)RECORDS

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and FDEM, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, FDEM, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Subrecipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.

v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular

group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from FDEM or the Subrecipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, FDEM shall always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then FDEM shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida

Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, FDEM shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to FDEM of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FDEM has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by FDEM no later than nine (9) months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to FDEM at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

https://facides.census.gov

h. The Subrecipient shall send any management letter issued by the auditor to FDEM at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. § 200.329, the Subrecipient shall provide FDEM with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in Attachment B-Scope of Work

and the expenditure of funds under this Agreement, in addition to any other information requested by FDEM.

b. Quarterly reports are due to FDEM no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to FDEM or are not completed in a manner acceptable to FDEM, then FDEM may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to FDEM" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Subrecipient shall provide additional program updates or information that may be required by FDEM.

f. The Subrecipient shall provide additional reports and information identified in Attachment B.

(13)MONITORING.

a. Consistent with 2 C.F.R. § 200.329 the Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by FDEM staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDEM. In the event that FDEM determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by FDEM to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, FDEM shall monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold FDEM

harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of FDEM but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against FDEM, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

(15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of FDEM to make further payment of funds shall terminate and FDEM has the option to exercise any of its remedies set forth in Paragraph (16); however, FDEM may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with FDEM is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with FDEM and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by FDEM;

c. Any reports required by this Agreement have not been submitted to FDEM or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES

If an Event of Default occurs, then FDEM shall, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Subrecipient refund to FDEM any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Subrecipient to reimburse FDEM for the amount of costs incurred for any items determined to be ineligible;

f. FDEM may Administratively close an Agreement. FDEM may use the administrative close-out process when a Subrecipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. FDEM shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If FDEM needs to administratively close an agreement, this may negatively impact a Subrecipient's ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall not stop FDEM from pursuing any other remedies in this Agreement or provided at law or in equity. If FDEM waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it shall not affect, extend or waive any other right or remedy of FDEM, or affect the

later exercise of the same right or remedy by FDEM for any other default by the Subrecipient.

(17)TERMINATION

a. FDEM may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. FDEM may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. FDEM may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Subrecipient shall not be relieved of liability to FDEM because of any breach of Agreement by the Subrecipient. FDEM may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due FDEM from the Subrecipient is determined.

(18)PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. § 200.318(i), the Subrecipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. § 200.318(b), the Subrecipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to FDEM, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to FDEM a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. FDEM shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, FDEM shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of FDEM in order to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of FDEM's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, FDEM shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of FDEM in order to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the

Subrecipient executes a subcontract after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.

f. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

g. As required by 2 C.F.R. § 200.318(c)(1), the Subrecipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Subrecipient or pass-thru entity shall disclose to FDEM, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Subrecipient.

i. As required by 2 C.F.R. § 200.319(a), the Subrecipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Subrecipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Subrecipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Subrecipient shall provide information to FDEM as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Subrecipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Subrecipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/grants/procurement. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19)ATTACHMENTS AND EXHIBITS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions
iii. Exhibit 3 – Certification Regarding Lobbying
iv. Attachment A – Program Budget
v. Attachment B – Scope of Work
vi. Attachment C – Deliverables and Performance
vii. Attachment D – Program Statutes and Regulations
viii. Attachment E – Justification of Advance Payment
ix. Attachment F – Warranties and Representations
x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
xi. Attachment H – Statement of Assurances
xii. Attachment I – Mandatory Contract Provisions
xiii. Attachment J – Financial and Program Monitoring Guidelines
xiv. Attachment K – EHP Guidelines
xv. Attachment L – Reimbursement Checklist
xvi. Attachment M– Foreign Country of Concern Attestation – PUR 1355

(20)PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of FDEM to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from FDEM.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to FDEM grant manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an

explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21)REPAYMENTS

a. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to FDEM for collection, Subrecipient shall pay FDEM a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a FDEM request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of FDEM and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of FDEM from all its obligations to the Subrecipient.

b. The laws of the State of Florida shall govern this Agreement. FDEM and the Subrecipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Subrecipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Subrecipient hereby submits to venue in the county chosen by FDEM, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to FDEM under the terms of this Agreement shall survive the term of this Agreement.

d. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. **In addition, the Subrecipient shall send to FDEM (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Subrecipient plans to fund under this Agreement. The form shall be received by FDEM before the Subrecipient enters into a contract with any subcontractor.**

i. FDEM reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to FDEM or be applied against FDEM's obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. FDEM shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by FDEM.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, FDEM may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

n. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "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."

c. No funds or other resources received from FDEM under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, 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 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.

ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

v. If this subgrant agreement amount is $100,000 or more, the Subrecipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

a. If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to FDEM for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify FDEM. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should

know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate that no such property exists. FDEM shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. FDEM shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Subrecipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor.

> The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
>
> *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Subrecipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Subrecipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Subrecipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Subrecipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by FDEM. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Subrecipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Subrecipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient shall take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: CITY OF MIAMI FIRE RESCUE

DocuSigned by:

By: Arthur Noriega
650CF6C372DD42A...

Name and Title: Arthur Noriega, City Manager

Date: March 20, 2025 | 10:14:26 EDT

FID# 59-60000375

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

for: Name and Title: Kevin Guthrie, Executive Director

Date: 24 April 2024

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program: **HOMELAND SECURITY GRANT PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: $**12,388,404.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: HOMELAND SECURITY GRANT PROGRAM

List applicable compliance requirements as follows:

1. Subrecipient is to use funding to perform eligible activities as identified FY 2024 Department of Homeland Security Notice of Funding Opportunity.
2. Subrecipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Subrecipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

Subrecipient: CITY OF MIAMI FIRE RESCUE

By: Arthur Noriega Date: March 20, 2025 | 10:14:26 EDT

850CF6C372DD42A...

Arthur Noriega, City Manager

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

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This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Subrecipients, as well as their contractors and subcontractors, shall not use grant funds under the Nonprofit Security Grant Program covered by this Agreement and provided in FY 2024 or previous years to:

1. Procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend, or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2024 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Subrecipient shall report the information to FDEM:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Subrecipient

shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subrecipient: CITY OF MIAMI FIRE RESCUE

By: Arthur Noriega
860CF6C372DD42A...
Date: March 20, 2025 | 10:14:26 EDT

Arthur Noriega, City Manager

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or subcontractor, City of Miami, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Arthur Noriega

850CE6C372DD424...

Signature of Subrecipient/subcontractor's Authorized Official

Arthur Noriega, City Manager

Name and Title of Subrecipient/subcontractor's Authorized Official

March 20, 2025 | 10:14:26 EDT

Date

ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category shall require the Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at http://www.fema.gov/authorized-equipment-list.

Per § 200.308 (i)(2) Revision of budget and program plans. The Division may restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the project exceeds ten (10) percent of the total budget awarded as last approved by the Division. The Division cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. The ***transfer of funds between the categories*** listed in the "Program Budget and Scope of Work" ***is permitted***. However, the ***transfer of funds between Issues is strictly prohibited***.

FY 2024 Homeland Security Grant Program – Urban Area Security Initiative			
Grant	**Sub-Recipient Agency**	**Category/Issue**	**Amount Allocated**
FY 2024 - State Homeland Security Grant Program – Urban Area Security Initiative **Issue #45**	**CITY OF MIAMI FIRE RESCUE**	Award Allocation – **Issue**	$13,040,425.00
		State Management & Administration withheld 5%	$652,021.00
		Expendable Award Allocation after 5% reduction	$12,388,404.00
		LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement.	$3,260,106.25
		Management and Administration (the dollar amount which corresponds to 5% of the total local agency allocation is shown in the column on the right).	$ 619,420.20
Total Award		**$12,388,404.00**	
State M & A costs		**$652,021.00**	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	IJ #
Developing hazard/threat-specific annexes				
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives				
Developing related terrorism and other catastrophic event prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities				
Cross-Cutting – Planning – (PTE to include Planners); Line item 2024-07	**1**	**$1,144,456.00**	**$1,144,456.00**	**7**
Cross-Cutting – Operational Coordination – (EM Tech Support Specialist); Line item 2024-08	**1**	**$130,000.00**	**$130,000.00**	**7**
Materials required to conduct planning, engagement, and volunteer management activities				
Travel/per diem related to planning, engagement, and volunteer management activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				

Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs				
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs				
Update governance structures and processes and plans for emergency communications				
Development, and review and revision of continuity of operations plans				
Development, and review and revision of the THIRA/SPR continuity of operations plans				
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities				
TOTAL PLANNING EXPENDITURES			**$1,274,456.00**	
Allowable Organizational Activities (HSGP and LETP)	**Quantity**	**Unit Cost**	**Total Cost**	**IJ #**
Program management				
Development of whole community partnerships				
Structures and mechanisms for information sharing between the public and private sector				
Implementing models, programs, and workforce enhancement initiatives				
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors				
NP5 – Community Resilience – Mitigation (CPAT/BPAT); Line item 2024-05	**1**	**$118,716.00**	**$118,716.00**	**5**
Operational support				
NP1-ST/CP - Protection – Interdiction and Disruption (Operational OT), Line item 2024-01	**1**	**$5,000.00**	**$5,000.00**	**1**

Utilization of standardized resource management concepts				
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event				
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)				
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				
NP2 – I&I – Prevention – (LPR Analyst); Line item 2024-02	**1**	**$83,000.00**	**$83,000.00**	**2**
NP2 – I&I – Prevention – (Fusion Analysts); Line item 2024-02	**5**	**$67,140.00**	**$335,700.00**	**2**
NP4 – Cybersecurity – Protection (Cyber Analysts); Line item 2024-04	**1**	**$255,000.00**	**$255,000.00**	**4**
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.				
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT				
Cost of migrating online services to the ".gov" domain				
TOTAL ORGANIZATIONAL EXPENDITURES			**$797,416.00**	
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**	**IJ #**
Design, Develop, Conduct and Evaluate an Exercise				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the				

awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
NP3 – CDVE – Response – On-Scene Security, Protection and LE (SWAT Counter-Terrorism Planning and Ex); Line item 2024-03	1	$24,204.00	$24,204.00	3
Cross-Cutting – Planning (PTE – Trainings); Line item 2024-07	1	$188,200.00	$188,200.00	7
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Interoperable communications exercises				
Activities to achieve planning inclusive of people with limited English proficiency				
TOTAL EXERCISE EXPENDITURES			**$212,404.00**	
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**	**IJ #**
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				

Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training				
NP5 – Community Resilience – Mitigation (CERT Trainings); Line item 2024-05	1	$110,800.00	$110,800.00	5
Training Workshops and Conferences				
NP4 – Cybersecurity – Protection (Cyber Analysts' Training); Line item 2024-04	1	$15,000.00	$15,000.00	4
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Full or Part-Time Staff or Contractors/Consultants				
NP1 – ST/CP – Prevention – Interdiction and Disruption (Marine Unit Specialty Training); Line item 2024-01	1	$50,000.00	$50,000.00	1
NP3 – CDVE – Response – On-Scene Security, Protection, and LE (LE Specialty Training); Line item 2024-03	1	$40,500.00	$40,500.00	3
Travel				
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Instructor certification/re-certification				
Coordination with Citizen Corps Councils in conducting training exercises				
Interoperable communications training				
Activities to achieve training inclusive people with limited English proficiency				

Immigration enforcement training				
TOTAL TRAINING EXPENDITURES			**$216,300.00**	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list.	**Quantity**	**Unit Cost**	**Total Cost**	**IJ #**
Personal protective equipment				
NP3 – CDVE – Response – On-Scene Security, Protection and LE (Ballistic Protection); AEL #01LE-01-HLMT, 01LE-01-ARMR; Line item 2024-03	**1**	**$239,448.00**	**$239,448.00**	**3**
Explosive device mitigation and remediation equipment				
NP1 – ST/CP – Prevention – Screening, Search, Detection (EOD Portable X-ray Generator System); AEL #02EX-01-XRAP; Line item 2024-01	**1**	**$72,000.00**	**$72,000.00**	**1**
NP3 – CDVE – Prevention – On-Scene Security, Protection and LE (Total Containment Vessel Upgrades); AEL #02EX-00-TCVW; Line item 2024-03	**1**	**$238,500.00**	**$238,500.00**	**3**
CBRNE operational search and rescue equipment				
NP1 – ST/CP – Prevention – Screening, Search, Detection (LPR Systems); AEL #03OE-01-ALPR, 04AP-02-AVLS, 13LE-00-SURV, 21GN-00-SHIP	**1**	**$746,478.00**	**$746,478.00**	**1**
NP3 – CDVE – Response – On-Scene Security, Protection and LE (SWAT Robot); AEL #03OE-07-ROBT, 03OE-07-UPGD; Line item 2024-03	**1**	**$357,838.00**	**$357,838.00**	**3**
NP3 – CDVE – Response – On-Scene Security, Protection and LE (Night Vision); AEL #03OE-02-TILA; Line item 2024-03	**12**	**$10,822.00**	**$129,864.00**	**3**
NP3 – CDVE – Prevention – Screening, Search, Detection (Underwater Sonar); AEL #03WA-02-SONR, 14SW-02-SONR; Line item 2024-03	**1**	**$211,727.00**	**$211,727.00**	**3**

Response – Mass Search and Rescue (Search and Rescue Equipment); AEL #03SR-02-TPEL, 03SR-03-LSTN, 03SR-02-TPEL, 19GN-00-FANE, 14SW-02-SONR; Line item 2024-13	1	$244,159.00	$244,159.00	9
Response – Public Health, Healthcare and EMS (Stop the Bleed Kits); AEL #03OE-03-KTFA; Line item 2024-14	1	$15,188.00	$15,188.00	9
Information technology				
NP5 – Community Resilience – Mitigation (Electronic Evacuation Center Registration); AEL #04HW-01-INHW, 06CC-01-CELL, 10BC-00-SOLR, 19MH-00-CONT, 04AP-03-GISS, 21GN-00-CNST; Line item 2024-05	1	$149,845.00	$149,845.00	5
Cross-Cutting – Planning (Training Simulator); AEL #04AP-08-SIMS; Line item 2024-07	1	$119,954.00	$119,954.00	7
Cross-Cutting – Operational Coordination (WebEOC); AEL # 04SW-04-NETW, 04HW-01-INHW, 04AP-05-CDSS, 04AP-03-GISS; Line item 2024-08	1	$338,990.00	$338,990.00	7
Cross-Cutting – Operational Coordination (Command and Control Software and Tablets for Fire); AEL # 04HW-01-INHW, 06CC-01-CELL, 04AP-05-CDSS, 06CC-05-PRTY; Line item 2024-08	1	$108,000.00	$108,000.00	7
Response – Mass Care Services (FAC/FRC Kits); AEL #04HW-01-INHW, 04HW-02-BARC; Line item 2024-12	1	$175,100.00	$175,100.00	9
Cybersecurity enhancement equipment				
NP2 – I&I – Prevention – Forensics and Attribution (Digital Evidence Platform); AEL #05HS-00-FRNS; Line item 2024-02	1	$204,916.00	$204,916.00	2
NP4 – Cybersecurity – Protection (Cybersecurity Equipment); AEL #05AU-00-TOKN, 05NP-00-SCAN, 05EN-00-ECRP, 05-00-ETRN; 05HS-00-MALW; 05NP-00-FWAL; 05NP-00-IDPS; 05NP-00-SCAN; 05NP-00-SIEM; 21GN-00-INST; 21GN-00-MAIN; 21GN-00-SHIP, 21GN-00-CNST; Line item 2024-04	1	$326,570.00	$326,570.00	4
Interoperable communications equipment				
Response – Operational Communications (Coms Projects); AEL #06CC-04-SADS, 06CC-03-SATB, 06CP-03-TOWR, 06CP-01-HFRQ, 06CP-01-REPT, 06CP-01-VOTR, 06CP-03-BAMP, 06CP-02-BRDG, 06CP-03-TOWR, 06CP-03-NRSC, 06CP-03-MWAV, 06CC-04-EQSD, 21GN-00-CNST, 21GN-00-INST, 04HW-03-NETD; Line item 2024-15	1	$621,128.00	$621,128.00	9
Detection Equipment				
NP3 – CDVE – Prevention – Screening, Search, Detection (Hazmat Detectors); AEL 07CD-01-DPMG, 07CD-04-DCSO; Line item 2024-03	1	$99,000.00	$99,000.00	3
Decontamination Equipment				
Medical supplies				

Power equipment (generators, batteries, power cells)				
CBRNE Reference Materials				
CBRNE Incident Response Vehicles				
NP3 – CDVE – Prevention – On-Scene Security, Protection and LE (Bomb Truck); AEL #12VE-00-MISS (Prohibited Item, Waiver Needed); Line item 2024-03	**1**	**$337,500.00**	**$337,500.00**	**3**
Response – Critical Transportation (Hazmat Collapse Truck); AEL #12VE-00-MISS (Prohibited Item, Waiver Needed); Line item 2024-10	**1**	**$120,532.00**	**$120,532.00**	**9**
Response – Operational Communications (JIC Truck); AEL #12VE-00-MISS (Prohibited Item, Waiver Needed); Line item 2024-15	**1**	**$371,919.00**	**$371,919.00**	**9**
Terrorism Incident Prevention Equipment				
NP2 – I&I – Prevention (Covert Surveillance); AEL #13LE-00-SURV, 12TR-00-TEQP, 10PE-00-PCDS, 14SW-01-VIDA	**1**	**$336,400.00**	**$336,400.00**	**2**
Physical Security Enhancement Equipment				
NP1 – ST/CP – Protection – Physical Protective Measures (CCTV Systems); AEL #14SW-01-VIDA, 04HW-01-INHW, 04MD-03-DISP, 21GN-00-MAIN, 21GN-00-INST; Line item 2024-01	**1**	**$545,414.00**	**$545,414.00**	**1**
NP6 – Election Security – Protection – Physical Protective Measures (CCTV at Polling Locations); AEL 14SW-01-VIDA 04HW-01-INHW 04MD-03-DISP 21GN-00-MAIN, 21GN-00-INST, 14SW-01-PACS; Line item 2024-06	**1**	**$815,817.00**	**$815,817.00**	**6**
Recovery – Infrastructure Systems (E911 Backup); AEL #14CI-00-COOP; Line item 2024-16	**1**	**$27,000.00**	**$27,000.00**	**10**
Inspection and Screening Systems				
NP1 – ST/CP – Prevention – Screening, Search, Detection (Magnetometers); AEL #15SC-00-PPSS; Line item 2024-01	**10**	**$15,815.70**	**$158,157.00**	**1**
Animal Care and Foreign Animal Disease				
CBRNE Prevention and Response watercraft				
CBRNE Prevention and Response Unmanned Aircraft				
CBRNE Aviation Equipment				

CBRNE Logistical Support Equipment				
Response – Logistics and Supply Chain Management (Deployable Equipment); AEL #19SS-00-SHEL, 03OE-03-LTPA, 12VE-00-TEQP, 10GE-00-GENR, 06CP-01-MOBL; Line item 2024-11	1	$714,321.00	$714,321.00	9
Intervention Equipment (e.g., tactical entry, crime scene processing)				
NP3 – CDVE – Response – On-Scene Security, Protection and LE (Tactical Entry); AEL #20TE-00-NTRY (Controlled Item, Waiver Needed); Line item 2024-03	1	$20,115.00	$20,115.00	3
Critical emergency supplies				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
NP2 – I&I – Prevention – (Fusion Center Operations); AEL #21GN-00-OCEQ; 04HW-01-INHW, 13IT-00-INTL, 13IT-00-ALRT; Line item 2024-02	1	$234,000.00	$234,000.00	2
NP5 – Community Resilience – Mitigation (Regional CERT Equipment); AEL # 21GN-00-CCEQ, 19GN-00-BGPK, 12TR-00-TEQP, 06CP-01-PORT, Line item 2024-05	1	$417,398.00	$417,398.00	5
Cross-Cutting – Operational Coordination (EOC Sustainment); AEL #21GN-00-OCEQ, 4CI-00-COOP, 07SE-03-ENVS, 06CC-05-PRTY, 06CC-02-DSAD, 21GN-00-INST, 04AP-03-GISD, 06CC-01-CELL, 04MD-03-DISP, 04HW-01-INHW; Line item 2024-08	1	$679,685.00	$679,685.00	7
Mitigation – Long Term Vulnerability Reduction (Maintenance and Sustainment of UASI Assets); AEL #21GN-00-MAIN; Line item 2024-09	1	$214,982.00	$214,982.00	8
		TOTAL EQUIPMENT EXPENDITURES	$9,391,945.00	
Eligible Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	**IJ #**
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements				
M&A Salary, Line item 2024-17	1	$425,000.00	$425,000.00	
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of				

FEMA – approved activities within the scope of this grant. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees.				
Overtime, Line item 2024-17	1	$20,000.00	$20,000.00	
Travel expenses				
Travel, Line item 2024-17	1	$15,000.00	$15,000.00	
Meeting-related expenses				
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
Office Supplies and Equipment, Line item 2024-17	1	$25,883.00	$25,883.00	
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				
Recurring M&A Costs, Line item 2024-17	1	$10,000.00	$10,000.00	
Completing the Civil Rights Evaluation Tool				
Conducting activities related to evaluating project effectiveness for HSGP-funded projects				
TOTAL M&A EXPENDITURES			$495,883.00	
TOTAL AWARD EXPENDITURES			$12,388,404.00	

ATTACHMENT B

SCOPE OF WORK

Subrecipients must have an executed agreement by both parties prior to carrying out work and expending of funds for this agreement and shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All Subrecipients must comply with any such requirements set forth in the OFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2024 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. **Issue and Project Description – Issue 45**: The Urban Area Security Initiative (UASI) has allowable Management and Administration (M&A) costs associated with it. The Division of Emergency Management, as the designated State Administrative Agency, will retain five (5) percent of the total UASI amount allocated to Florida for M&A purposes. These funds will provide the SAA with the means to manage and administer the UASI grant. The proper management and administration of these funds ensures that each project listed will be fulfilled, or partially fulfilled, more efficiently while remaining in compliance with the DHS Federal Fiscal Year 2024 Homeland Security Grant Program Guidance.

II. **Categories and Eligible Activities**

FY 2024 HSGP allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

HSGP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*. Planning efforts may include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities;
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives;
- Developing related terrorism and other catastrophic event prevention activities;
- Developing and enhancing plans and protocols;
- Developing or conducting assessments;
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
- Materials required to conduct planning activities;
- Travel/per diem related to planning activities;
- Overtime and backfill costs (in accordance with operational Cost Guidance);
- Issuance of WHTI-compliant Tribal identification card;

- Activities to achieve planning inclusive of people with disabilities and others with access and functional needs;
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs;
- Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs
- Update governance structures and processes and plans for emergency communications;
- Development, and review and revision of continuity of operations plans;
- Development, and review and revision of the THIRA/SPR continuity of operations plans;
- Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities
- Activities to achieve planning inclusive of people with limited English proficiency.

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

B. Allowable Organization Related Costs (HSGP and UASI Only)

Sub-Recipients proposed expenditures of HSGP or UASI funds to support organization activities include:

- Program Management;
- Development of whole community partnerships;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives;
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)
- Migrating online services to the ".gov" internet domain; and
- Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), HSGP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by HSGP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

    - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,

- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.
- Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT

Intelligence Analyst Activities Allowable Costs (HSGP and UASI)
All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and Migrating online services to the ".gov" internet domain.

The following analytic courses have been reviewed for compliance with the *Common Competencies for State, Local, and Tribal Intelligence Analysts* and approved by FEMA for inclusion in the FEMA National Preparedness Directorate (NPD), National Training and Education Division (NTED) Course Catalog and the FEMA NPD, NTED State and Federal Sponsored Course Catalog.

These courses also meet analytic training requirements for fusion center analysts set forth in the Homeland Security Grant Program (HSGP):

- DHS Basic Intelligence and Threat Analysis Course (BITAC) (DHS-008-PREV)
- DHS Critical Thinking and Analytic Methods (CTAM) (AWR-231)
- DHS Introduction to Risk Analysis Course
- DHS Intermediate Risk Analysis Course
- DHS Principles of Intelligence Writing and Briefing (PIWB) (PER-301)
- Foundations in Intelligence Analysis Training (FIAT) (WV-001-PREV)
- Fundamentals of Suspicious Activity Reporting Analysis (DHS-034-PREV)
- Intelligence Analyst Professional Development Program (IAPDP) – Texas (DHS-032-PREV)
- Intermediate Fusion Center Analyst Training: Analysis and Terrorism Prevention (CA-026-PREV)
- Intermediate Fusion Center Analyst Training: Strategic Analysis and Oral Briefings (CA-025-PREV)
- Law Enforcement Analyst Program (FL-002-PREV)
- ODNI Analysis 101 (DHS-007-PREV)
- Suspicious Activity Reporting: The Analytic Role (DHS-035-PREV)
- Terrorism Intelligence Analysis (CA-018-PREV)

States and Urban Areas must justify proposed expenditures of HSGP or UASI funds to support organization activities within their IJ submission. All Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation under 6 U.S.C. § 609(b)(2)(B).. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

Organizational activities under HSGP and UASI include:

Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP Sub-Recipients are urged to consider using grant funding to support soft target preparedness activities. HSGP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited below:

- Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Participation in Regional Resiliency Assessment Program (RRAP) activities;
- Public safety overtime;
- Title 32 or State Active-Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package);
- Increased border security activities in coordination with CBP;
- National Terrorism Advisory System;
- Designated National Security Events;
- Special Event Assessment Rating (SEAR) Level 1 through 4 Events
- States of Emergency;
- National Critical Infrastructure Prioritization Program (NCIPP);
- Directed Transit Patrols; and
- Operational Support to a Federal Agency.

Operational Overtime Requests:

- Except for an elevated NTAS alert, HSGP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Program Analyst (PA). FEMA will consider requests for special event activities up to one year in advance. However, such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat.
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.
- Under no circumstances may DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area.
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

Personnel Costs (HSGP and UASI)
Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to

training and exercise coordinators, program managers for activities directly associated with HSGP and UASI funded activities, intelligence analysts, and Statewide interoperability coordinators (SWICs).

Sub-Recipients should refer to **Information Bulletin No. 421b**, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110–412 – the PRICE Act), October 30, 2019. HSGP funds may not be used to support the hiring of any personnel to fulfil traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.

The following definitions apply to personnel costs:

- ***Hiring.*** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable DHS/FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- ***Overtime.*** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- ***Backfill-Related Overtime.*** Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

C. Allowable Organization Related Costs (OPSG)

Personnel Costs: OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).

Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or Sub-Recipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

As with all OPSG personnel costs, OPSG grant funds shall be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or

recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Temporary or Term Appointments

- Sub-Recipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
    - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
    - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
    - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
    - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
    - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of the Preparedness Grants Manual and the HSGP NOFO.
- In addition to these terms Sub-Recipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Operational Overtime Costs: OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Unallowable Costs (OPSG)
OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement

expenses. Additional unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs, and exercise expenses are prohibited under OPSG.

D. Management and Administration (M&A)

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

Allowable M&A activities include:

- Hiring of full-time or part-time staff or contractors/consultants:
  - To assist with the management of the respective grant program.
  - To assist with application requirements.
  - To assist with compliance reporting and data collection requirements.
- Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls
- Overtime and backfill costs
- Travel
- Meeting related expenses
- Authorized office equipment
- Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program
- Leasing or renting of space for newly hired personnel during the period of performance of the grant program
- Completing the Civil Rights Evaluation Tool
- Conducting activities related to evaluating project effectiveness for HSGP-funded projects

Management and Administration (M&A) (OPSG)
Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to Sub-Recipients. This funding must be deducted in an equal percentage from each Sub-Recipient. Sub-Recipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5 percent of the Sub-Recipient's subaward. Friendly forces are local law enforcement entities that are subordinate Sub-Recipients under OPSG. In other words, friendly forces are entities that receive a subaward from a Sub-Recipient under the OPSG program. Friendly forces must comply with all requirements of Sub-Recipients under 2 C.F.R. Part 200.

E. Allowable Equipment Related Costs (SHGP and UASI)
The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at https://www.fema.gov/authorized-equipment-list. Some equipment items require prior approval from DHS/FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but only if they first seek and obtain prior approval from FEMA. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

Allowable Equipment (OPSG)
OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide.

- **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows:

  "Purchased with DHS funds for Operation Stonegarden Use"

- **Fuel Cost and/or Mileage Reimbursement.** There is no cap for reimbursement of fuel and mileage costs in support of operational activities.

- **Vehicle and Equipment Acquisition, Including Leasing and Rentals:** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.

- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in IB 438.

Additional Equipment Information

FEMA Policy 207-22-0002: **Prohibited or Controlled Equipment Under FEMA Awards** establishes both a prohibited equipment list and a controlled equipment list.

Prohibited Equipment List: Identifies items that are prohibited from purchase under FEMA awards. The list also includes exceptions for otherwise prohibited items that are allowable under certain circumstances, as well as procedures for obtaining FEMA approval for those items. Subrecipients should refer to applicable program guidance or contact appropriate SAA program staff to determine whether a particular type of equipment is allowable under a specific grant program. The list of prohibited items includes, but is not limited to:

- Weapons, weaponized aircraft, vessels, and vehicles of any kind
- Weaponized drones and weapons systems
- Ammunition
- Camouflage uniforms
- Explosives
- Armored and Tactical Vehicles, with certain exceptions

Controlled Equipment List: Identifies certain items that may only be purchased with FEMA awards if additional certifications and controls are imposed on their acquisition or use. Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact applicable SAA program staff to determine if a particular type of equipment is allowable under that program. The list of controlled items includes, but is not limited to:

- Manned Aircraft, Fixed and Rotary Wing
- Unmanned Aircraft Systems (UAS) and Small Unmanned Aircraft Systems (SUAS)
- Kinetic Entry/Breaching Apparatus

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties.

Grant subrecipients may not modify equipment acquired using federal resources in a manner that would cause it to be considered prohibited equipment. In addition, grant recipients and subrecipients may not modify equipment acquired using federal resources that would cause it to be considered controlled equipment, absent specific written approval from FEMA and adherence to all relevant requirements.

Grant funds under this program must comply with the aforementioned FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards. As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

F. Unallowable Equipment Costs (HSGP, UASI and OPSG)

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with **IB 426** and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:

- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

G. Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)
All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with **IB 426 and IB 438** and include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

H. Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)
Prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, Sub-Recipients should seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Sub-Recipients should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. For further information please see the DHS press release on this topic: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

I. Allowable Training Related Costs (SHGP and UASI)
Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the HSGP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation (ADDIE) model of instructional design. Allowable training activities include:

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities and others with access and functional needs
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduction of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Preparedness training for community preparedness initiatives and programs
- Interoperable communications training
- Activities to achieve training inclusive of people with limited English proficiency
- Immigration enforcement training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy IB 432, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants,* issued on July 19, 2018, states, territories, Tribal entities and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) Training Partner Programs (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium (NDPC), Rural Domestic Preparedness Consortium (RDPC), and training partners through the Continuing Training Grants program.

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses**. These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors**. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2024 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at

https://www.firstrespondertraining.gov/frt/webforms in order to support grantees in their own tracking of training deliveries.

FDEM State Training Office Conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient shall provide FDEM with a certificate of course completion; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.

- In order the receive payment for successfully conducting an authorized course, the Sub-Recipient shall provide FDEM with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."

- For courses that are non-DHS approved training, Sub-Recipient shall request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.

- For the conduct of training workshops, Sub-Recipient shall provide a copy of the course materials and sign-in sheets.

- The number of participants shall be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then FDEM shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

- The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) Integrated Preparedness Plan (IPP) reflecting the training.

Certain training activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.

J. **Allowable Exercise Related Costs**

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep. Allowable exercise activities include:

- Design, Develop, Conduct, and Evaluate an Exercise
- Full or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs
- Travel
- Supplies associated with allowable approved exercises

- Interoperable communications exercises

Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high risked urban areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and high risked urban areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- ***Validating Capabilities.*** Exercises examine and validate capabilities-based planning across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive engagement of the whole community, including but not limited to examining the needs and requirements for individuals with disabilities, individuals with limited English proficiency, and others with access and functional needs, is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercises should align with priorities and capabilities identified in an IPP.

- ***Special Event Planning.*** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the IPP. States must include all confirmed or planned special events in the IPP. The state or Urban Area may plan to use HSGP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.

- ***Regional Exercises.*** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the IPP.

- ***Role of Non-Governmental Entities in Exercises.*** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) IPP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient shall provide FDEM with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.

- In order the receive payment for successfully conducting an authorized exercise, the Sub-Recipient shall provide FDEM with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-In Sheet for exercise attendees; additionally, the Sub-Recipient shall provide FDEM with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) IPP reflecting the exercise.*

- If you require food/water for this event, the request shall come FDEM within 25 days prior to the event, in the following format:

  Exercise Title:
  Location:
  Exercise Date:
  Exercise Schedule:
  Estimated Number of Participants that will be fed:
  Estimated Cost for food/water:
  Description of the Exercise:

Certain exercise activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.

K. **Maintenance and Sustainment (SHSP, UASI, and OPSG)**
The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, under all active and future grant awards, unless otherwise noted in the program-specific NOFO. These contracts may exceed the POP if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the POP of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

L. **Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs**
LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analysts training and salaries;
- Coordination between fusion centers and other intelligence, operational, analytic, or investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, real-time crime analysis centers and DHS intelligence, operational, analytic, and investigative entities;
- Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism;
- Support for coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events;
- Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability deployment, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities, tips/leads, and online/social media-based threats, as well as the execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism, targeted violence, threats to life, and other criminal activity;
- Management and operation of activities that support the execution of the intelligence process and fusion centers, including but not limited to: Fusion Liaison Officer (FLO) programs, security programs to protect the facility, personnel, and information, and the protection of privacy, civil rights, and civil liberties.
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

    - Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by FEMA.

- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations;
- Development of countering violent extremism programs, projects, and initiatives, addressing prevention, intervention, and diversion efforts, including training on roles of law enforcement and how to effectively partner with law enforcement; developing and promoting training specifically for law enforcement executives and frontline officers on potential behaviors and indicators of violent extremism and how to appropriately analyze and report them; supporting community and law enforcement engagement strategies such as table top exercises, roundtable events, town hall meetings, and peer to peer activities; funding for existing and/or expansion of law enforcement community relations efforts, support for the development of community engagement plans, and joint projects to increase the awareness of violent extremist threats and community mitigation solutions;
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative; and

- Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection, evaluation, and assessment of suspicious activity reports, tips/leads, and online/social media-based threats.

M. Law Enforcement Readiness (SHSP, UASI, and OPSG)

SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG Sub-Recipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, Sub-Recipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

N. Regional Border Projects (OPSG)

Sub-Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers)
  - o Intelligence analysts
- Situational Awareness equipment:
  - o License Plate Reader Networks
  - o Visual detection and surveillance systems
  - o Sensor Systems
  - o Radar Systems (for air and/or marine incursions)
  - o Aircraft systems (manned or unmanned)

O. Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over $100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

P. Construction and Renovation (SHSP and UASI)

Project construction using SHSP and UASI funds shall not exceed the greater of $1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients shall submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Recipients shall ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at https://www.dol.gov/whd/govcontracts/dbra.htm.

Recipients using funds for construction projects shall also comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers, when necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1)applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference

must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Q. Communications Towers

When applying for funds to construct communication towers, Sub-Recipients shall submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with an EHP Screening Form and supporting materials for EHP review.

R. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from FDEM Office of Domestic Preparedness and the State Administrative Agency shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify FDEM immediately if the equipment is destroyed, lost, or stolen.

S. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

HTTPs://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources onhttp://www.lep.gov.

T. National Incident Management System (NIMS) Implementation (HSGP, OPSG, UASI only)

NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. and Sub-Recipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at https://www.fema.gov/emergency-managers/nims/implementation-training.

U. FirstNet

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers
- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

Sub-Recipients must be coordinated with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory and to ensure that project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. Sub-Recipients must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities.

V. SAFECOM

All Sub-Recipients using preparedness grant funding to support emergency communications investments are required to comply with the SAFECOM Guidance. Sub-Recipients must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

W. Cybersecurity

Sub-Recipients must use HSGP funds for cybersecurity projects that support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Sub-Recipients of FY 2024 HSGP grant awards will be required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The NCSR is an annual requirement and Sub-Recipients must complete the first available NCSR offered after this subaward has been issued.

X. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Subrecipient's local procurement policy.

Subrecipients must have an executed agreement by both parties prior to carrying out procurement under this agreement. In addition, proper procurement methods must be utilized and conducted prior to any funds (Advance and Reimbursements) being reimbursed. If this step is incomplete, remedies will be taken that may include delays in payments.

To the extent that one standard is more stringent than another, the Subrecipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Subrecipient shall adhere to the requirements of the state statute.

The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required
Up to $2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes
$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> $35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required
Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

Formal Competitive Solicitations: $35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

FDEM shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, FDEM shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of FDEM in

order to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications.

FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of FDEM's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

Invitation to Bid: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to FDEM supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

The Sub-Recipient shall publicize their RFP. The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.

- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the "best value" to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a "best value" basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

Invitation to Negotiate: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed $1 million require a Florida Certified Contract Negotiator. Contracts more than $10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization's website will not be accepted as it discourages true competition. Effective FY2024 such postings must be via a public forum for example the Florida Administrative Registry, local newspaper, etc.

FDEM shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from FDEM, the Sub-Recipient must provide FDEM with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by FDEM, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by FDEM of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

Y. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to FDEM and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by FDEM. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

Z. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to FDEM. Below are common noncompetitive pricing practices:

- **Bid rigging**: Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression**: Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding**: Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.
- **Bid rotation**: A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

Z.1 Unique Entity Identifier and System for Award Management (SAM)

Sub-Recipients for this award shall:

- Apply for a USI Number in SAM;
- Provide a valid UEID/SAM number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.
- FDEM may not make subawards unless the subrecipient has obtained and provided the UEI.

Z.2 Reporting Requirements

1. **Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.

- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
    - Based on the FDEM's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to FDEM.
    - Sub-Recipients shall only be allowed one opportunity to appeal.
    - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. **Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):**
After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June 30 and July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. **Reimbursement Requests:**
A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. **Close-out Programmatic Reporting:**
The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. **Administrative Closeout**
An administrative closeout may be conducted when a recipient is not responsive to FDEM's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is

administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

Z.3. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to FDEM. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

Z.4. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Camilla Williams FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (448) 220-7147 Camilla.Williams@em.myflorida.com	Kizzy Caban FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 254-5150 Kizzy.Caban@em.myflorida.com

Z.5. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

Z.6. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

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ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Non-Profit Security Grant Program (NSGP): NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific UASI-eligible Urban Areas and State Identified Areas.

Planning Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Subrecipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual eligible costs for contracted security personnel.

Equipment Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of purchasing an item identified in the approved Investment Justification and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The two allowable equipment categories and equipment standards for NSGP are listed on the following website: http://www.fema.gov/authorized-equipment-list. In addition, agencies shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Training Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The DHS course catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Subrecipient can successfully complete an authorized course either by attending or conducting that course.

Exercise Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Integrated Preparedness Plan (IPP), and B) County or Regional TEP for the region in which the Subrecipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep. For the purposes of this Agreement, any security-related exercise which is compliant with HSEEP standards and contained in the State of Florida IPP qualifies as an authorized exercise. The Subrecipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Management & Administration Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a planning initiative that is in line with Attachment B (Scope of Work) and also with guidance outline in the FY 2024 NSGP Notice of Funding Opportunity (NOFO) located at https://www.fema.gov/grants/preparedness/nonprofit-security/fy-23-nofo.

Costs for allowable items shall be reimbursed if incurred and completed within the period of performance, in accordance with the Budget and Scope of Work, Attachments A and B of this agreement.

ATTACHMENT D

Program Statutes and Regulations

1) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
2) General Acknowledgements and Assurances 2 C.F.R. Part 200 and 2 C.F.R. Part 3002.10.
3) Acknowledgement of Federal Funding from DHS.
4) Activities Conducted Abroad.
5) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
6) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
7) Chapter 473, Florida Statutes
8) Chapter 215, Florida Statutes
9) Chapter 252, Florida Statutes
10) Best Practices for Collection and Use of personally Identifiable Information
11) Title VI of the Civil Rights Act of 1964 and (Limited English Proficiency) 42 U.S.C. § 2000d *et seq.*
12) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
13) Copyright notice 17 U.S.C. §§ 401 or 402
14) Debarment and Suspension Executive Orders 12549 and 12689
15) Drug Free Workplace Act of 1988 41 U.S.C. § 8101-8106
16) Duplicative Costs 2 C.F.R. § 200.403 (f)
17) Education Amendments of 1972 -Title IX 20 U.S.C. § 1681 et seq. 6 C.F.R Part 17 and 44 C.F.R Part 19g and Criminal
18) E.O. 14074-Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Section 12 (c) of E.O. 14074
19) Energy Policy and Conservation Act 42 U.S.C. § 6201 et seq.
20) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
21) Federal Debt Status OMB Circular A-129
22) Federal Leadership on Reducing Text Messaging While Driving Section 3(a) E.O. 13515
23) Fly America Act of 1974 49 U.S.C. § 49 U.S.C. § 40118 and Comptroller General Decision B-138942.
24) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
25) John S. McCain National Defense Authorization Act of Fiscal Year 2019 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.
26) Lobbying Prohibitions 31 U.S.C. § 1352 and 6 C.F.R. Part 9
27) National Environmental Policy Act 42 U.S.C § 4321 et seq.
28) Nondiscrimination in Matters Pertaining to Faith-Based Organizations 6 C.F.R. Part 19
29) Non-Supplanting Requirement
30) Notice of Funding Opportunity Requirements
31) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq. and 37 C.F.R Part 401 and §401.14
32) Procurement of Recovered Materials 42 U.S.C § 6962, 2 C.F.R. §200.323, 40 C.F.R. Part 247 and section 6002 of Solid Waste Disposal Act
33) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
34) Reporting of Matters Related to Recipient Integrity and Performance 2 C.F.R. Part 200 Appendix XII
35) Reporting Subawards and Executive Compensation 2 C.F.R. Part 170 Appendix A
36) Required Use of American Iron, Steel, Manufactured Products, and Construction Materials 2 C.F.R. § 184.3
37) Safecom
38) Terrorist Financing E.O. 13224
39) Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. § 7104 and 2 C.F.R. § 175.15
40) Unique Entity Identifier and System of Award Management 2 C.F.R. Part 25, Appendix A
41) USA Patriot Act of 2001 18 U.S.C. § 175-175c
42) Use of DHS Seal, Logo and Flags

43) Whistleblower Protection Act 10 U.S.C. § 470141 and 41 US.C. § 4712
44) Environmental Planning and Historic Preservation (EHP) Review
45) Applicability of DHS Standard Terms and Conditions to Tribes
46) Disposition of Equipment Acquired Under the Federal Award 2 C.F.R. section 200.313
47) 53 Federal Register 8034
48) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
49) Section 287.138, Florida Statutes

[Remainder of page intentionally left blank]

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT: _____

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP and vendor selection, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

Please Note: Only one (1) advance payment is allowed for the entire grant award.

[ ] **ADVANCE REQUESTED (Advance payments can be approved up to fifty percent of the award amount.)**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide FDEM reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to FDEM Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)

_____

_____

*****The purpose for an advance payment is to assist in the startup of all equipment projects, not partial and shall be considered on a case by case basis. An advance payment is also contingent upon performance measures being met. EHP and vendor selection shall be completed and approved by FEMA and the Division prior to advance *****

Signature of Subrecipient

_____ Date: _____

Name and Title of Subrecipient

_____

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Subrecipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

Monday to Friday (Excluding Holidays) from 7am to 4pm

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for the particular work for which they are hired by the Subrecipient.

ATTACHMENT G

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Subrecipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

_____

By: _____ _____
Signature Subrecipient's Name

_____ _____
Name and Title FDEM Agreement Number

_____
Street Address

_____
City, State, Zip

_____
Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Subrecipients shall comply with any such requirements set forth in the program NOFO.

All Subrecipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Subrecipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Subrecipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Subrecipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient shall submit timely, complete, and accurate reports to FDEM and maintain appropriate backup documentation to support the reports. Subrecipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.

4. Subrecipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Subrecipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Subrecipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

9. Subrecipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:

    a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
    b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
    c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
    d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
    e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I

MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Subrecipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient 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 or she is otherwise entitled. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Subrecipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. FDEM has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Nonprofit Security Grant Program (NSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Subrecipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, FDEM has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FDEM shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit FDEM, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to FDEM's requests for information relating to the award.

Monitoring Selection and Scheduling:
Each year FDEM shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Subrecipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:
Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Subrecipient agencies by FDEM representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Subrecipients shall be required to participate in desk top monitoring as determined by FDEM. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Subrecipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Subrecipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by FDEM or designated personnel. On-site monitoring visits shall be scheduled in advance with the Subrecipient agency POC designated in the grant agreement.

FDEM shall also conduct coordinated financial and grant file monitoring. If utilizing a 3rd party consultant, the Subrecipient must have a member of the organization in attendance during desktop and onsite monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol
On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation
A letter shall be sent to the Subrecipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit
Once FDEM personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

FDEM personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Subrecipient. The Subrecipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Subrecipient's file.

Monitoring Responsibilities of Pass-thru Entities

Subrecipients who are pass-through entities are responsible for monitoring their Subrecipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Subrecipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

[Remainder of page intentionally left blank]

ATTACHMENT K
EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
    - Emergency Operation Centers
    - Security Guard facilities
    - Equipment buildings (such as those accompanying communication towers)
    - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are fifty (50) years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
    - Lighting
    - Fencing
    - Closed-circuit television (CCTV) systems
    - Motion detection systems
    - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects shall be submitted to FEMA for EHP review.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to FDEM within forty-five (45) days. If the forty-five (45) days has passed, the Subrecipient will receive a noncompliance letter that states remedies that may result the forfeiture of the agreement.***

EHP SCREENING FORM SUBMISSION

I. For projects requiring EHP review, the Subrecipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Ms. Felicia Pinnock
Bureau of Preparedness – Domestic Security
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4343
Felicia.Pinnock@em.myflorida.com

II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.

III. Subrecipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

[Remainder of page intentionally left blank]

ATTACHMENT L
REIMBURSEMENT CHECKLIST

PLANNING

☐ 1. Does the amount billed by consultant add up correctly?

☐ 2. Has all appropriate documentation to denote hours worked been properly signed?

☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Subrecipient or contractor/consultant of Subrecipient, an agenda and signup sheet with meeting date

☐ 4. Has the zero dollar invoice and signed from the consultant/contractor been include?

☐ 5. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement

☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)

TRAINING

☐ 1. Is the course DHS approved?

☐ 2. Is there a course or catalog number?

☐ 3. If not, has FDEM approved the non-DHS training?

☐ 4. Have Sign-In Sheets, Rosters, Certificate of Completion and Agenda been provided?

☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
_____ Have documentation from entity's financial system been provided as proof attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?

☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation

_____ Credit Card Statement

☐ 8. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
_____ Situation Manual
_____ Exercise Plan

☐ 2. If exercise has been conducted are the following included:
_____ After-action report
_____ Sign-in sheets
_____ Agenda
_____ Rosters

☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc.) in support of the exercise? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement

☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?

☐ 2. Has an AEL # been identified for each purchase?
☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?

☐ 4. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement

☐ 5. If EHP form needed, has a copy of the approval DHS been included?

☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source/Proprietary (approved by FDEM for purchases)
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotes (signed and dated by the vendor), bid tabulation page)

TRAVEL/CONFERENCES

☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
_____ Airplane receipts
_____ Proof of mileage (Google or Yahoo map printout or mileage log)
_____ Toll and/or Parking receipts
_____ Hotel receipts (is there a zero balance?)
_____ Car rental receipts
_____ Registration fee receipts
_____ Note: Make sure that meals paid for by conference are not included in per diem amount

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement
_____ Copy of paycheck if reimbursed through payroll

SALARY POSITIONS

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.

2. Has proof for time worked by the employee been included? Is time period summary included?
_____ Statement of Earnings
_____ Copy of Payroll Check
_____ Payroll Register
_____ For fusion center analysts, have the certification documents been provided to FDEM to demonstrate compliance with training and experience standards?
_____ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to FDEM to demonstrate compliance with performance measurement requirements?

ORGANIZATION

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

_____ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours worked or a signed & certified invoice that reflects the name and number of hours worked) ***A signed contract between subrecipient and vendor shall be provided that outlines the agreement – SOW that includes the description, POP dates, number of officers, hourly rate, frequency (Dates), price etc...)***

M&A

☐ *1.* Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
__ Competitive bid results (e.g. Quotes (Signed and dated for the selected vendor), bid tabulation page)

☐ 2. Has time & effort documentation been submitted? Is a time summary included? (Signed & certified timesheets reflecting the name and number of hours worked **or** a signed & certified invoice that reflects the name and number of hours worked)

☐ 3. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Copy of paycheck if reimbursed through payroll

☐ *4.* If billing for M&A, the subrecipient must provide a ***signed contract between the subrecipient and vendor that outlines the agreement – SOW that includes the description, POP dates, hours worked, frequency (Dates), price, etc...)*** *

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

☐ 1. Have all relevant forms been completed and included with each request for reimbursement)?
☐ 2. Have the costs incurred been charged to the appropriate POETE category?

☐ 3. Does the total on all Forms submitted match?

☐ 4. Do all quotes and invoices from the selected vendor provide a legible signature from vendor?

☐ 5. Do all paid invoices show a $0.00 balance?

☐ 6. Has the Quarterly Reports and Reimbursement Form been signed by the Grant Manager and Financial Officer?

☐ 7. Has the reimbursement package been entered into Subrecipients records/spreadsheet?

☐ 8. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?

☐ 9. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?

☐ 10. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?

☐ 11. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT M
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: City of Miami

Title: City Manager

Signature: DocuSigned by: Arthur Noriega 850CF6C372DD42A... Date: March 20, 2025 | 10:14:26 EDT

FY 2024 Budget-Miami-Ft. Lauderdale UASI

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP	Detailed Item Description	AEL #	FHP	Qty	Unit Cost	Final Budget Allocation
BEMA		Common	Planning	Planning	Personnel	Personnel	Emergency Management			EM Specialist Planner		No	1	$106,874.00	$106,874.00
BEMA		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Emergency Management			Light Towers for Night Operations	03OE-03-SIGN	No	1	$215,100.00	$215,100.00
BSO		Common	Planning	Planning	Training		Emergency Management			BSO PTE - CEMP/COOP/COG ($12,860)- Travel for National Homeland Security Conference/GHC ($6k)		No	1	$81,974.00	$81,974.00
BSO		Common	Operational Coordination	Planning		Personnel	Emergency Management		N	Emergency Management Technical Support Specialist		No	1	$130,000.00	$130,000.00
BSO		Common	Operational Coordination	Equipment	Equipment		Emergency Management		N	EOC Sustainment	04HW-01-INHW 21GN-00-OCEQ 04AP-05-CDSS 13IT-00-ALRT 04AP-01-CADS 04MD-02-PROJ 06CC-01-CELL 21GN-00-CNST 21GN-00-MAIN 06CC-03-SATB 21GN-00-SHIP 21GN-00-INST 04MD-03-DISP 06CP-05-VCON 14SW-01-PACS 14CI-00-COOP 07SE-03-ENVS 06CC-02-DSAD		1	$25,000.00	$25,000.00
BSO		Common	Operational Coordination	Equipment	Equipment		All Disciplines		N	WebEOC Development and Sustainment	04SW-04-NETW, 04HW-01-INHW, 04AP-05-CDSS 04AP-03-GISS	No	1	$15,000.00	$15,000.00
BSO		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	Side Scan Sonor for Law Enforcement at Port Everglades	03WA-02-SONR	Yes	1	$70,000.00	$70,000.00
Coral Gables		Common	Planning	Training	Exercise		Emergency Management		N	Training and Exercise for Specialty Teams and UASI Equipment (Training $40,900/Exercise $30,248)			1	$62,090.00	$62,090.00
Coral Gables		Mitigation	Long -Term Vulnerability Reduction	Equipment	Equipment		All Disciplines		N	Enhancement/Sustainment of UASI Funded Equipment: Thermal Imagers, Ballistic Protection, Gas Monitors, Computers, Screens, Tablets, Light TRT/Watercraft equipment	21GN-00-MAIN		1	$90,943.00	$90,943.00
Coral Springs		Common	Planning	Equipment	Training		Law Enforcement			Terrorism Based Training Simulators for Law Enforcement	04AP-08-SIMS	No	1	$119,954.00	$119,954.00
Coral Springs		Protection	Cybersecurity	Equipment	Equipment		All Disciplines		Y	Two Factor Authentification Keys	05AU-00-TOKN	No	400	$200.00	$80,000.00
Coral Springs		Prevention	Screening, Search and Detection	Equipment	Equipment		Fire Rescue		Y	5 Gas Detectors for Hazmat	07CD-01-DPMG	No	20	$4,600.00	$69,000.00
Coral Springs		Response - Communications	Operational Communications	Equipment	Equipment		ALL			Jurisdictional portion for the Regional JIC	12VE-00-MISS	No	1	$21,964.00	$21,964.00
Fort Lauderdale		Common	Operational Coordination	Equipment	Equipment		Emergency Management			Ft. Lauderdale EOC - Enhancement to include: Site Scan for ArcGIS, Ultraportable communications, ThorGuard, Inc. Lightning Predictor and EOC office supplies.	04AP-03-GISD, 06CC-01-CELL; 21GN-00-CNST, 21GN-00-MAIN; 07SE-03-ENVS; 21GN-00-INST; 21GN-00-SHIP, 21GN-00-OCEQ	Yes	1	$55,908.00	$55,908.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP?	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
Fort Lauderdale		Protection	Cybersecurity	Equipment	Equipment		Law Enforcement		Y	Cybersecurity Project - Vulnerability Scanning Tool	05NP-00-SCAN; 21GN-00-CNST	No	1	$78,570.00	$78,570.00
Fort Lauderdale		Protection	Cybersecurity	Equipment	Equipment		Law Enforcement		Y	Cybersecurity Project- Cyber Attack Response and Mitigation	05EN-00-ECRP; 05-00-ETRN; 05HS-00-MALW; 05NP-00-FWAL; 05NP-00-IDPS; 05NP-00-SCAN; 05NP-00-SIEM; 21GN-00-INST; 21GN-00-MAIN; 21GN-00-SHIP	No	1	$168,000.00	$168,000.00
Fort Lauderdale		Mitigation	Community Resilience	Equipment	Training		Fire Rescue			FLL CERT Training and Sustainment	21GN-00-CCEQ	Yes	1	$10,800.00	$10,800.00
Hialeah		Protection	Physical Protective Measures	Equipment	Equipment		Law Enforcement		Y	Law Enforcement Surveillance (CCTV) (The Closed Circuit TV project will allow the Hialeah Police Department the opportunity to install CCTV equipment in the area of soft targets and enhance our ability to deter and investigate terrorist activity.)	14SW-01-VIDA 04HW-01-INHW 04MD-03-DISP 21GN-00-MAIN, 21GN-00-INST	Yes	1	$603,109.00	$603,109.00
Hialeah		Common	Planning	Planning			All Disciplines			PT&E: Homeland Security Conference		Yes	1	$15,089.00	$15,089.00
Hialeah		Prevention	Intelligence and Information Sharing	Planning	Personnel	Personnel	Law Enforcement		Y	LPR Analyst Sustainment		No	1	$83,000.00	$83,000.00
Hialeah		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Emergency Management Planner		No	1	$133,000.00	$133,000.00
Hialeah		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	License Plate Reader System (LPR) Fixed on poles (9 LPRs)	13LE-00-SURV 04AP-02-AVLS 03OE-01-ALPR	Yes	1	$280,000.00	$280,000.00
Hollywood		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	Automated License Plate Readers	03OE-01-ALPR, 21GN-00-SHIP	Yes	1	$178,231.00	$178,231.00
Hollywood		Protection	Physical Protective Measures	Equipment	Equipment		Law Enforcement		Y	CCTV System Project	14SW-01-VIDA	Yes	1	$116,414.00	$116,414.00
Key Biscayne		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Extraction and Force Entry Equipment	03SR-02-TPEL	No	1	$39,000.00	$39,000.00
M&A		M&A	M&A	Management and Administration			All Disciplines			M&A	M&A	No	1	$495,883.00	$495,883.00
Miami		Mitigation	Long -Term Vulnerability Reduction	Equipment	Equipment		All Disciplines			Maintenance/Sustainment/ Repair/Replacement for HSGP Purchased Equipment. EM $62,734; Police $9,000; Fire $52,305	21GN-00-MAIN	No	1	$124,039.00	$124,039.00
Miami		Response - Communications	Operational Communications	Equipment	Equipment		Fire/EM			Star Link Sustainment. Split even with Fire/EM.	06CC-04-SADS	No	2	$60,000.00	$120,000.00
Miami		Common	Operational Coordination	Equipment	Equipment		Emergency Management			EOC Enhancements/Maintenance/ Sustainment	21GN-00-OCEQ 14CI-00-COOP 07SE-03-ENVS 06CC-05-PRTY 06CC-02-DSAD 21GN-00-INST, 04MD-03-DISP, 04HW-01-INHW	Yes	1	$125,000.00	$125,000.00
Miami		Recovery	Infrastructure Systems	Equipment	Equipment		All Disciplines			This project will continue services for a Metro-Ethernet line that provides fast network connectivity between the City's network and the E911 backup center.	14CI-01-COOP	No	1	$27,000.00	$27,000.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP?	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
Miami		Response - Communications	Operational Communications	Equipment	Equipment		All Disciplines			Satellite Phone Sustainment Citywide (12 months). This project will sustain the satellite phones that are installed throughout City Departments including police and fire stations which allow all first responders to communicate when primary communication services are down. Includes Key Biscayne	06CC-03-SATB	No	1	$50,000.00	$50,000.00
Miami		Common	Planning	Planning	Training		All Disciplines			P,T & E. This project will support multi-disciplinary projects for the City of Miami under the leadership of MEM. Project scope will involve a full scale exercise, revision of planning documents such as the CEMP/COOP/COG and trainings that benefit terrorism-related emergency management trainings. Trainings will include ICS, Hazmat 160, Special Events 440 classes and any other specialized courses needed due to staff attrition. Fire $100,000 EM $90,000, Police $57,019		No	1	$247,019.00	$247,019.00
Miami		Mitigation	Community Resilience	Planning	Equipment		All Disciplines			CERT/Miami - Training and equipment		No	1	$128,123.00	$128,123.00
Miami		Protection	Interdiction and Disruption	Organization	Organization	Personnel	Fire Rescue		Y	Operational OT for Special Events approved by FEMA; Fire $5,000		No	1	$5,000.00	$5,000.00
Miami		Protection	Physical Protective Measures	Equipment	Equipment		Law Enforcement		Y	Law Enforcement Surveillance (CCTV) (The Closed Circuit TV project will allow the Miami Police Department the opportunity to deploy CCTV equipment in the area of soft targets and enhance our ability to deter and investigate terrorist activity.)	14SW-01-VIDA 04HW-01-INHW 04MD-03-DISP 21GN-00-MAIN	Yes	1	$429,000.00	$429,000.00
Miami		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	SWAT Robot	03OE-07-ROBT, 03OE-07-UPGD		1	$357,838.00	$357,838.00
Miami		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Emergency Management Coordinator (12 months). This position will assist with the development/revision of citywide emergency management plans such as the CEMP, COG and COOP.		No	1	$130,000.00	$130,000.00
Miami		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Emergency Management Planner (12 months). This position will assist with general planning responsibilities related to the implementation of the UASI grant program.		No	1	$110,000.00	$110,000.00
Miami		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Equipment Inventory Planner (12 months). This position will be responsible for resource management tracking and planning portion of the EHP process.		No	1	$70,000.00	$70,000.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPW	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
Miami		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Sonar System	14SW-02-SONR		1	$80,000.00	$80,000.00
Miami		Common	Operational Coordination	Equipment	Equipment		Fire Rescue			Command/Control Software with Tablet	06CC-01-CELL, 04AP-05-CDSS, 06CC-05-PRTY		1	$108,000.00	$108,000.00
Miami		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Seismic/Acoustic Victim Location System	03SR-03-LSTN	No	1	$21,125.00	$21,125.00
Miami Beach		Response - CBRNE	Critical Transportation	Equipment	Equipment		Fire Rescue			Compact 4x4 Enclosed Transport Vehicle	12VE-00-MISS	No	1	$90,000.00	$0.00
Miami Beach		Common	Operational Coordination	Equipment	Equipment		Emergency Management			Video Wall for EOC	04MD-03-DISP, 21GN-00-INST	Yes	1	$233,777.00	$233,777.00
Miami Gardens		Prevention	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	Covert/Surveillance Enhancements to include pole cameras, storage trailer and power cords	12TR-00-TEQP, 10PE-00-PCDS, 14SW-01-VIDA		1	$290,000.00	$290,000.00
Miami-Dade		Common	Operational Coordination	Equipment	Equipment		Emergency Management			WebEOC Sustainment	04MD-01-CDSS	No	1	$122,990.00	$122,990.00
Miami-Dade		Common	Planning	Training	Training	Consultant	Emergency Management			Community Preparedness Training Symposium		No	1	$40,000.00	$40,000.00
Miami-Dade		Common	Operational Coordination	Equipment	Equipment		Emergency Management			Miami-Dade EOC Enhancements	04MD-03-DISP, 21GN-00-INST, 04HW-03-NETD, 04HW-01-INHW, 21-GN-00-OCEQ, 21-GN-00-CNST, 21GN-00-INST	No	1	$100,000.00	$100,000.00
Miami-Dade		Mitigation	Community Resilience	Training	Equipment		Emergency Management			Miami-Dade CERT Enhancements to include CERT Planning, Training, Exercises, Backpacks, Shirts, 2 generators and 2 response trailers.	19GN-00-BGPK, 12TR-00-TEQP, 21GN-00-CCEQ	No	1	$119,275.00	$119,275.00
Miami-Dade		Mitigation	Community Resilience	Equipment	Equipment		Emergency Management			Electronic Evacuation Center Registration to include tablets, charging stations, transport cases and registration system software creation	06CC-01-CELL, 10BC-00-SOLR, 19MH-00-CONT, 04AP-03-GISS, 21GN-00-CNST	No	1	$149,845.00	$149,845.00
Miami-Dade		Response - CBRNE	Mass Care Services	Equipment	Planning	Consultant	Emergency Management			Family Assistance Center/Reunification Kits (Barcode system, scanner, tagger and printer, mobile toughbooks) and PTE to include 2 TTX and 1 FSE	04HW-02-BARC, 01HW-01-MOBL	No	1	$175,100.00	$175,100.00
Miami-Dade		Common	Planning	Planning			Law Enforcement			MDPD PTE : Homeland Security Conference			1	$13,500.00	$13,500.00
Miami-Dade		Prevention	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	Bomb Response Truck	12VE-00-MISS		1	$337,500.00	$337,500.00
Miami-Dade		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Planning	Exercise		Law Enforcement			SWAT Counter Terrorism Planning ($4,204) and Exercise ($20,000)		No	1	$24,204.00	$24,204.00
Miami-Dade		Common	Planning	Training			Law Enforcement			SEFRDSTF Training and Travel			1	$16,000.00	$16,000.00
Miami-Dade		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Law Enforcement			MDPD IMT FORTS Trailer and Shelter System	19SS-00-SHEL, 12VE-00-TEQP	No	1	$144,000.00	$144,000.00
Miami-Dade		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Law Enforcement			MDPD IMT Generators Project (1 150k and 1 125k)	10GE-00-GENR	Yes	1	$172,005.00	$172,005.00
Miami-Dade		Response - CBRNE	Critical Transportation	Equipment	Equipment		Fire Rescue			Hazmat Collapse Truck	12VE-00-MISS	No	1	$120,532.00	$120,532.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP	Detailed Item Description	AEL#	EHP	Qty	Unit Cost	Final Budget Allocation
Miami-Dade		Protection	Physical Protective Measures	Equipment	Equipment		Fire Rescue		Y	MDFR Fire Station Security Camera at Fire Stations including polling locations	14SW-01-VIDA; 14SW-01-PACS; 21GN-00-INST; 04HW-01-INHW	Yes	1	$212,708.00	$212,708.00
Miami-Dade		Response - Communications	Operational Communications	Equipment	Equipment		Fire Rescue			MDFR Communication Infrastructure Upgrades	04HW-03-NETD, 06CC-04-EQSD, 06CC-04-SADS, 06CP-03-TOWR	Yes	1	$125,000.00	$125,000.00
Miami-Dade		Common	Planning	Training	Training		Fire Rescue			ICS Position Specific Training and AHIMT			1	$70,110.00	$70,110.00
Miami-Dade		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Fire Rescue			Ballistics Personal Protective Equipment (66 sets)	01LE-01-HLMT, 01LE-01-ARMR		66	$2,710.00	$178,860.00
Miramar		Response - Communications	Operational Communications	Equipment	Equipment		Law Enforcement			Backup Communications Multi-Phased Project Citywide	06CP-01-HFRQ, 06CP-01-REPT, 06CP-01-VOTR, 06CP-03-BAMP, 06CP-02-BRDG, 06CP-03-TOWR, 06CP-03-NRSC, 06CP-03-MWAV, 21GN-00-CNST, 21GN-00-INST	Yes	1	$260,918.00	$260,918.00
Miramar		Common	Operational Coordination	Equipment	Equipment		Fire Rescue			WebEOC Fleet Eyes Software	04AP-05-CDSS, 04AP-02-AVLS	No	1	$30,000.00	$30,000.00
Monroe		Response - Communications	Operational Communications	Equipment	Equipment		Fire Rescue			APX6000 700/800 Model 2.5 Portable 10 units	06CP-01-MOBL	No	10	$6,521.00	$65,210.00
Monroe		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement			Night Vision Goggles for Key West PD	03OE-02-TILA		12	$10,822.00	$129,864.00
Monroe		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	MCSO Ballistic Helmets and Forceable Entry Tools for SWAT	20TE-00-NTRY, 01LE-01-HLMT		1	$38,703.00	$38,703.00
Palm Beach County		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Emergency Management		Y	Logistics/Deployable equipment sustainment: 32 mobile radio upgrades ($70,240) and generator ($150,000)	06CP-01-MOBL, 10GE-00-GENR	No	1	$183,216.00	$183,216.00
Palm Beach County		Common	Operational Coordination	Equipment	Equipment		Emergency Management			EOC Sustainment to include 4 video projectors for the Operations room	04MD-02-PROJ	No	4	$35,000.00	$140,000.00
PBSO		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement			PBSO Ballistic Helmets for Field Force Team	01LE-01-HLMT	No	25	$1,680.00	$42,000.00
PBSO		Prevention	Public Information and Warning	Planning	Training		Law Enforcement		y	Community Business Partners Against Terrorism Program		No	6	$19,786.00	$118,716.00
PBSO		Prevention	On-Scene Security Protection, and Law Enforcement	Training	Training		Law Enforcement		y	PBSO Emergency Field Force (EFF) Hoist Training Project		No	1	$40,500.00	$40,500.00
PBSO		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	PBSO EOD Portable X-ray Generator System	02EX-01-XRAP		1	$72,000.00	$72,000.00
PBSO		Prevention	Interdiction and Disruption	Training	Training		Law Enforcement		Y	PBSO Marine Unit Specialty Training Project			1	$50,000.00	$50,000.00
Pembroke Pines		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement			Covert/Surveillance Enhancements to include cameras	13LE-00-SURV		1	$46,400.00	$46,400.00
Pembroke Pines		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Battery Powered Tools to include exhaust fan and extrication tools	03SR-02-TPEL, 19GN-00-FANE		1	$104,034.00	$104,034.00
Pembroke Pines		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	Underwater Robot/Sonar	03OE-07-ROBT, 14SW-02-SONR	Yes	1	$141,727.00	$141,727.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
Sunrise		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	10 License Plate Readers	030E-01-ALPR	No	1	$288,247.00	$288,247.00
Sunrise		Prevention	Screening, Search and Detection	Equipment	Equipment		Fire Rescue			Handheld Chemical Detector	07CD-04-DCSO		1	$30,000.00	$30,000.00
Regional	Miami	Common	Planning	Planning	Personnel	Personnel	Emergency Management			Regional Program Manager. This position assists the Miami and Ft. Lauderdale with regional planning needs (e.g. drafting of investment justifications, coordination of UAWG meetings, development of annual budgets, etc.).	Planning	No	1	$121,500.00	$121,500.00
Regional	Miami	Common	Planning	Planning	Personnel	Personnel	Emergency Management			Regional Planning, Training and Exercises Coordinator- this position includes the responsibilities of ensuring compliance with training courses as well as the coordination of necessary regional exercises.	Planning	No	1	$115,500.00	$115,500.00
Regional	PBSO Fusion	Prevention - Fusion	Intelligence and Information Sharing	Organization	Personnel	Personnel	Law Enforcement		Y	Fusion Center Analysts	Organization	No	5	$67,140.00	$335,700.00
Regional	PBSO Fusion	Protection	Cybersecurity	Organization	Equipment	Personnel	Law Enforcement		Y	Regional Cybersecurity Analysts Project includes $15,000 in training		No	1	$270,000.00	$270,000.00
Regional	PBSO Fusion	Prevention - Fusion	Intelligence and Information Sharing	Planning	Personnel	Personnel	Law Enforcement		Y	Metadata Planner		No	1	$0.00	$0.00
Regional	PBSO Fusion	Prevention - Fusion	Intelligence and Information Sharing	Equipment	Training		Law Enforcement		Y	Fusion Center Operations to include computer hardware and peripherals, software maintenance, DHS sponsored Training, alert system and TLO program support and office supplies/equipment	04HW-01-INHW 13IT-00-INTL 13IT-00-ALRT	No	1	$234,000.00	$234,000.00
Regional	Miami	Common	Operational Coordination	Equipment	Training		Emergency Management			Incident command software system needed for regional info sharing during emergency operations as well as non-emergency situations to provide a platform for day-to-day regional info sharing and updates. (WebEOC)	04AP-05-CDSS 04AP-03-GISS 04SW-04-NETW	No	1	$171,000.00	$171,000.00
Regional	Ft Lauderdale, Miami-Dade, Palm Beach	Mitigation	Community Resilience	Training	Equipment		All Disciplines			Regional Citizen Corps/CERT Planning, Training Exercise and Equipment	19GN-00-BGPK 06CP-01-PORT 21GN-00-CCEQ	No	3	$90,000.00	$270,000.00
Regional	BSO	Prevention	Forensics and Atribution	Equipment			Law Enforcment		Y	Multi-County Digital Evidence Review Platform Pilot Project - (Phase II) - Cloud based system	05HS-00-FRNS		1	$204,916.00	$204,916.00
Regional	FIU	Prevention	Screening, Search and Detection	Equipment			Law Enforcment		Y	Magnometers for FIU	15SC-00-PPSS		10	$15,815.70	$158,157.00
Regional	MDFR	Response - CBRNE	Public Health, Healthcare and EMS	Equipment			Fire Rescure			Stop the Bleed Training Initiatives	03OE-03-KTFA		1	$15,188.00	$15,188.00
Regional	BSO	Prevention	On-Scene Security Protection, and Law Enforcement	Equipment			Law Enforcment			Total Containment Vessel Upgrades	02EX-00-TCVW		1	$238,500.00	$238,500.00
Regional	Coral Springs	Response - Communications	Operational Communications	Equipment			All			Regional JIC	12VE-00-MISS		1	$349,955.00	$349,955.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LTPP	Detailed Item Description	AEL #	EHP	Qty.	Unit Cost	Final Budget Allocation
										Total					$12,388,404.00

$12,388,404.00

$0.00

2024 UASI Sub-Recipients

Broward County Emergency Management (BEMA)

Broward Sheriff's Office (BSO)

Coral Gables

Coral Springs

Fort Lauderdale

Hialeah

Hollywood

Key Biscayne

Miami Beach

Miami Gardens

Miami-Dade (Fire and Emergency Management)

Miami-Dade Sheriff's Office

Miramar

Monroe County (Fire, Police and Emergency Management)

Palm Beach County Emergency Management

Palm Beach County Sheriff's Office (PBSO)

Pembroke Pines

Sunrise

Regional – Projects shared across the entire region that includes members listed above as well as:

Florida International University (FIU)

MEMORANDUM OF AGREEMENT
URBAN AREA SECURITY INITIATIVE FY 2024
"Jurisdiction"

Agreement Number: R1193
FAIN Number: EMW-2024-SS-05135

CFDA #: 97.067

This Agreement is entered into this ___ day of _____, 2025, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and _____ , (the "Participating Agency").

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount **$12,388,404.00** dollars through the Urban Area Security Initiative (UASI) Grant Program 2024; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2024; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 2024 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2024 Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. _____, adopted on _____, 2025, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

I. PURPOSE

A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program 2024 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).

B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

A. The provisions of this Agreement apply to UASI Grant Program 2024 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.

B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

B. Core County: The County within which the core city is geographically located. The core city is the City of Miami.

C. UASI Grant Program 2024: The UASI Grant Program 2024 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique equipment, training, planning, organization and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2024 was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will aid in building an enhanced and sustainable capacity to plan, prevent, protect, mitigate, respond to, and recover from threats or acts of terrorism for the selected urban areas.

D. National Incident Management System (NIMS): This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To

provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.

E. Urban Area Working Group (UAWG): The State Administrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.

F. Urban Area: An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.

C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Stakeholder Preparedness Review.

D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

E. Developing a comprehensive Urban Area Stakeholder Preparedness Review and submit to the SAA POC.

F. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".

G. Ensuring satisfactory progress toward the goals or objectives stipulated in "Exhibit #1".

H. Following grant agreement requirements and/or special conditions as stipulated in "Exhibit #1".

I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets as stipulated in "Exhibit #1".

C. Submitting quarterly reports to the City of Miami detailing the progress of projects to include direct purchases of equipment or services as stipulated in "Exhibit #1".

D. Complying with all UASI Grant Program 2024 requirements as stipulated in "Exhibit #1".

E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Stakeholder Preparedness Review.

F. Ensuring the participation of the following critical players in the assessment and Stakeholder Preparedness Review development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

G. Assisting the sponsoring agency in development of a comprehensive Urban Area assessment and Stakeholder Preparedness Review.

H. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".

I. Ensuring satisfactory progress toward the goals or objectives as stipulated in "Exhibit #1".

J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in "Exhibit #1".

K. Maintaining an equipment inventory of UASI purchased items.

L. Ensure that equipment obtained from the UASI Grant Program 2024, as identified in "Exhibit #2", is readily available for use by personnel trained to use such equipment for actual emergencies, special

events or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, FDEM, and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual emergencies, special events or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.

M. All equipment obtained from the UASI Grant Program 2024, as identified in "Exhibit 2", is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.

B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida as stipulated in "Exhibit 1".

C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.

D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective 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. Nothing herein shall be construed as consent by a municipality, state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

A. Financial and Compliance Audit Report: Recipients that expend $750,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.

B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2024 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

C. Financial Status Reports are due within 14 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in "Exhibit 1".

D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.

E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in "Exhibit 2".

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.

B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.

D. This Agreement shall be considered the full and complete agreement between the undersigned parties and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.

E. This Agreement will end on **February 28, 2026**, unless otherwise extended, by a written amendment duly approved and executed prior to February 28, 2026, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

IX. MISCELLANEOUS OVERALL

Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

BY: _____

Todd B. Hannon
City Clerk

BY: _____

Arthur Noriega
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

George Wysong
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: _____

Ann-Marie Sharpe, Director
Department of Risk Management

PARTICIPATING AGENCY

"**(sub-recipient)**"

ATTEST:

_____

Name:

_____

Title:

BY: _____

NAME: _____

TITLE: _____

FID #: _____

DUNS: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

Participating Agency Attorney

CITY OF MIAMI
DOCUMENT ROUTING FORM

ORIGINATING DEPARTMENT: Department of Fire Rescue
DEPT. CONTACT PERSON: Vishwani Ramlal-Campbell **EXT.** (305) 416-5465

NAME OF CONTRACTUAL PARTY/ENTITY: State of Florida Division of Emergency Management

IS THIS AGREEMENT TO BE EXPEDITED/RUSH ☐ YES ☒ NO
TOTAL CONTRACT AMOUNT: $ 12,388,404.00 **FUNDING INVOLVED?** ☐ YES ☒ NO

TYPE OF AGREEMENT:

- ☐ MANAGEMENT AGREEMENT
- ☐ PROFESSIONAL SERVICES AGREEMENT
- ☒ GRANT AGREEMENT
- ☐ EXPERT CONSULTANT AGREEMENT
- ☐ LICENSE AGREEMENT
- ☐ PUBLIC WORKS AGREEMENT
- ☐ MAINTENANCE AGREEMENT
- ☐ INTER-LOCAL AGREEMENT
- ☐ LEASE AGREEMENT
- ☐ PURCHASE OR SALE AGREEMENT

OTHER: (PLEASE SPECIFY: _____

PURPOSE OF ITEM (DETAILED SUMMARY/ADD ADDITIONAL PAGES IF NECESSARY): To execute the FY 2024 Urban Area Security Initiative (UASI) and Memorandum of Agreement (MOA)

COMMISSION APPROVAL DATE: 02 / 13 / 2025 **FILE ID:** 17139 **ENACTMENT NO:** R-25-0031

IF THIS DOES NOT REQUIRE COMMISSION APPROVAL, PLEASE EXPLAIN: _____

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL DIRECTOR	March 12, 2025 | 15:42:18 EDT	PRINT: ROBERT HEVIA SIGNATURE: DocuSigned by: Robert Hevia 624B2E9B3554B0... Initial: RH
SUBMITTED TO RISK MANAGEMENT	March 12, 2025 | 17:21:41 EDT	PRINT: ANN MARIE SHARP SIGNATURE: DocuSigned by: Frank Gomez 27395C63182714E7...
SUBMITTED TO CITY ATTORNEY Matter ID# 25-6	March 18, 2025 | 18:11:50 EDT	PRINT: GEORGE K. WYSONG III SIGNATURE: DocuSigned by: George K Wysong III 88776E9FE88248B... DS: JCP
APPROVAL BY ASSISTANT CITY MANAGER		PRINT: SIGNATURE
APPROVAL BY DEPUTY CITY MANAGER	March 19, 2025 | 10:47:34 EDT	PRINT: NATASHA COLEBROOK-WILLIAMS SIGNATURE: DocuSigned by: Natasha Colebrook-Williams 84B700975DEA41B...
RECEIVED BY CITY MANAGER	March 20, 2025 | 10:14:26 EDT	PRINT: ART NORIEGA V SIGNATURE: DocuSigned by: Arthur Noriega 850CF6C372DD42A...
SUBMITTED TO THE CITY CLERK	March 20, 2025 | 21:52:03 EDT	PRINT: TODD B. HANNON SIGNATURE: DocuSigned by: E46D7560DCF1459...

PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE EXECUTION BY THE CITY MANAGER

AGENDA ITEM SUMMARY FORM

File ID: #17139

Date: 01/15/2025

Requesting Department: Department of Fire-Rescue

Commission Meeting Date: 02/13/2025

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Special Revenue Project - UASI Grant Program FY 2024

Purpose of Item:

Resolution to establish a Special Revenue Project entitled "Urban Area Security Initiative ("UASI") Grant Program FY 2024", appropriating funds in the amount of $12,388,404.00 received from the Department of Homeland Security, passed directly through the Stale of Florida Division of Emergency Management, and authorizing the City Manager to execute Memoranda of Agreements with contiguous partners, outlining their responsibilities in connection with their support of the UASI Project administered by the City of Miami Department of Fire-Rescue.

Background of Item:

The United Stales Department of Homeland Security, through the State of Florida, Division of Emergency Management, has sub-granted the Urban Area Security Initiative ("UASI") Grant Program Fiscal Year 2024 to the City of Miami and contiguous partners in the amount of $12,388,404.00. This program targets homeland security funding lo "high threat" urban areas in order to prevent, respond to, and recover from threats or acts of terrorism and other disasters of natural or man-made origin. These funds will be used, as stipulated by the grant, for the purchase of specialized equipment, to conduct exercises, training and administrative services, and for the development of the Urban Area Homeland Security Strategy, and other planning activities, needed to ensure a successful program. It is now appropriate to accept said grant award, establish a special revenue project, and appropriate said grant award therein. In addition, the City Commission authorizes the City Manager to execute Memoranda of Agreements with contiguous partners, Broward County Emergency Management, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County (Fire, Police and Emergency Management), Monroe County (Fire, Police and Emergency Management), Palm Beach County Emergency Management, Palm Beach County Sheriff's Office, the Village of Key Biscayne, and regional projects shared across the entire region that include the members listed above as well as Florida Department of Law Enforcement, setting forth the parties' responsibilities in connection with the development and support of the UASI Program FY 2024, which is administered by the City of Miami Department of Fire-Rescue.

Budget Impact Analysis

Item is Related to Revenue
Item is an Expenditure
Item is NOT funded by Bonds

Total Fiscal Impact:
Total Fiscal Impact: $12,388,404.00
Start Up Capital Cost: $12,388,404.00
Special Revenue Account No: 11000.189000.431000.0000.00000

Reviewed By

Department of Fire-Rescue	Robert C Hardy	Fire Review	Completed	01/22/2025 10:21 AM
Department of Fire-Rescue	Johnny Duran	Fire Budget Review	Completed	01/22/2025 11:14 AM
Office of Management and Budget	Pedro Lacret	Budget Analyst Review	Completed	01/22/2025 11:57 AM
Department of Fire-Rescue	Adrian Plasencia	Fire Review	Completed	01/22/2025 3:30 PM
Department of Fire-Rescue	Niorge Aragon	Fire Review	Completed	01/23/2025 8:39 AM
Department of Fire-Rescue	Robert Hevia	Fire Chief Review	Completed	01/23/2025 4:21 PM
Office of Management and Budget	Marie Gouin	Budget Review	Completed	01/27/2025 1:26 PM
City Manager's Office	Arthur Noriega V	City Manager Review	Completed	01/30/2025 10:29 AM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	01/31/2025 9:27 AM
Office of the City Attorney	Juan Carlos Perez	ACA Review	Completed	02/04/2025 1:27 PM
Office of the City Attorney	George K. Wysong III	Approved Form and Correctness	Completed	02/04/2025 4:33 PM
City Commission	Maricarmen Lopez	Meeting	Completed	02/13/2025 9:00 AM
Office of the Mayor	Mayor's Office	Signed by the Mayor	Completed	02/21/2025 3:26 PM
Office of the City Clerk	City Clerk's Office	Signed and Attested by the City Clerk	Completed	02/21/2025 3:39 PM
Office of the City Clerk	City Clerk's Office	Rendered	Completed	02/21/2025 3:39 PM

City of Miami
Legislation
Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-25-0031

File Number: 17139 **Final Action Date:2/13/2025**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT TITLED "URBAN AREA SECURITY INITIATIVE ('UASI') GRANT PROGRAM FISCAL YEAR 2024" AND APPROPRIATING FUNDS FOR THE OPERATION OF THE SAME IN THE AMOUNT OF $12,388,404.00 CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY DIRECTLY TO THE STATE OF FLORIDA'S DIVISION OF EMERGENCY MANAGEMENT ("GRANT AWARD"); AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD AND TO EXECUTE THE FEDERALLY-FUNDED SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER NECESSARY DOCUMENTS, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, IN ORDER TO IMPLEMENT THE ACCEPTANCE OF AND COMPLIANCE WITH THE GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND THE FISCAL YEAR 2024 UASI GRANT PROGRAM, AS NECESSARY; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSES PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM, WITH CONTIGUOUS PARTNERS OF THE CITY OF MIAMI ("CITY") SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY'S DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF THE PROJECT BEING SECURED.

WHEREAS, the United States Department of Homeland Security ("USDHS") is authorized by the Emergency Wartime Supplemental Appropriations Act of 2003 to provide funds to states for subsequent distribution to selected urban areas to address the unique equipment, training, planning, exercise, and operational needs for large urban areas and to assist states in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the USDHS, through the State of Florida's Division of Emergency Management ("FDEM"), has sub-granted an Urban Area Security Initiative ("UASI") Grant Program for Fiscal Year ("FY") 2024 to the City of Miami ("City") in the amount of $12,388,404.00 ("Grant"); and

WHEREAS, the City's Department of Fire-Rescue ("Fire") will use the Grant to continue to address the unique equipment, training, planning, exercise, and operational needs of the City and its contiguous partners and to continue building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism ("Project"); and

WHEREAS, in accordance with the UASI Grant Program FY 2024, the attached Memoranda of Agreements ("MOAs") with the contiguous partners of the City, including Broward County Emergency Management, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County (Fire, Police and Emergency Management), Monroe County (Fire, Police and Emergency Management), Palm Beach County Emergency Management, Palm Beach County Sheriff's Office, the Village of Key Biscayne, and the Florida Department of Law Enforcement (collectively "Contiguous Partners"), will set forth the parties' responsibilities in connection with the development and support of the FY 2024 UASI Grant Program administered by Fire contingent upon funding of the Project being secured;

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The following new Special Revenue Project is established, and resources are appropriated as described below:

FUND TITTLE:	UASI Grant Program Fiscal Year 2024	
RESOURCES:	USDHS directly to FDEM	$12,388,404.00
APPROPRIATIONS:		$12,388,404.00

Section 3. The City Manager is authorized[1] to accept the Grant and to execute the federally funded sub-grant agreement, in substantially the attached form, for the Project.

Section 4. The City Manager is authorized[1] to negotiate and execute any and all other necessary documents, all in forms acceptable to the City Attorney, in order to implement the acceptance of and compliance with the Grant.

Section 5. The City Manager is further authorized[1] to extend the FY 2024 UASI Grant Program, as necessary.

Section 6. The City Manager is authorized[1] to execute MOAs, in substantially the attached form, with the Contiguous Partners of the City for the purpose of setting forth the parties' responsibilities in connection with the development and support of the FY 2024 UASI Grant Program administered by Fire, contingent upon funding of the Project being secured.

Section 7. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.[2]

---

[1] The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

[2] If the mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

APPROVED AS TO FORM AND CORRECTNESS:

George K. Wysong III, City Attorney 2/4/2025

THE CITY OF MIAMI, a municipal
Corporation of the State of Florida

ATTEST:

Signed by:

By: DocuSigned by:
E46D7360DCF1459...
Todd B. Hannon
City Clerk

By: DocuSigned by:
Arthur Noriega
850CF6C372DD42A...
Arthur Noriega
City Manager

APPROVED AS TO FORM AND
CORRECTNESS

By: DocuSigned by:
George K Wysong III
88776E9FE88248B...
George K. Wysong III
City Attorney

DS
JCP
Matter ID# 25-6

APPROVED AS TO INSURANCE
REQUIREMENTS

By: DocuSigned by:
Frank Gomez
27395C6318214E7...
Ann-Marie Sharpe, Director
Department of Risk Management

Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

FY 2024 Budget-Miami-Ft. Lauderdale UASI

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP?	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
BEMA		Common	Planning	Planning	Personnel	Personnel	Emergency Management			EM Specialist Planner		No	1	$106,874.00	$106,874.00
BEMA		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Emergency Management			Light Towers for Night Operations	03OE-03-SIGN	No	1	$215,100.00	$215,100.00
BSO		Common	Planning	Planning	Training		Emergency Management			BSO PTE - CEMP/COOP/COG (112,860)- Travel for National Homeland Security Conference/GHC (6k)		No	1	$81,974.00	$81,974.00
BSO		Common	Operational Coordination	Planning		Personnel	Emergency Management		N	Emergency Management Technical Support Specialist		No	1	$130,000.00	$130,000.00
BSO		Common	Operational Coordination	Equipment	Equipment		Emergency Management		N	EOC Sustainment	04HW-01-INHW 21GN-00-OCEQ 04AP-05-CDSS 13IT-00-ALRT 04AP-01-CADS 04MD-02-PROJ 06CC-01-CELL 21GN-00-CNST 21GN-00-MAIN 06CC-03-SATB 21GN-00-SHIP 21GN-00-INST 04MD-03-DISP 06CP-05-VCON 14SW-01-PACS 14CI-00-COOP 07SE-03-ENVS 06CC-02-DSAD		1	$25,000.00	$25,000.00
BSO		Common	Operational Coordination	Equipment	Equipment		All Disciplines		N	WebEOC Development and Sustainment	04SW-04-NETW, 04HW-01-INHW, 04AP-05-CDSS 04AP-03-GISS	No	1	$15,000.00	$15,000.00
BSO		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	Side Scan Sonor for Law Enforcement at Port Everglades	03WA-02-SONR	Yes	1	$70,000.00	$70,000.00
Coral Gables		Common	Planning	Training	Exercise		Emergency Management		N	Training and Exercise for Specialty Teams and UASI Equipment (Training $40,900/Exercise $30,248)			1	$62,090.00	$62,090.00
Coral Gables		Mitigation	Long -Term Vulnerability Reduction	Equipment	Equipment		All Disciplines		N	Enhancement/Sustainment of UASI Funded Equipment: Thermal Imagers, Ballistic Protection, Gas Monitors, Computers, Screens, Tablets, Light TRT/Watercraft equipment	21GN-00-MAIN		1	$90,943.00	$90,943.00
Coral Springs		Common	Planning	Equipment	Training		Law Enforcement			Terrorism Based Training Simulators for Law Enforcement	04AP-08-SIMS	No	1	$119,954.00	$119,954.00
Coral Springs		Protection	Cybersecurity	Equipment	Equipment		All Disciplines		Y	Two Factor Authentification Keys	05AU-00-TOKN	No	400	$200.00	$80,000.00
Coral Springs		Prevention	Screening, Search and Detection	Equipment	Equipment		Fire Rescue		Y	5 Gas Detectors for Hazmat	07CD-01-DPMG	No	20	$4,600.00	$69,000.00
Coral Springs		Response - Communications	Operational Communications	Equipment	Equipment		ALL			Jurisdictional portion for the Regional JIC	12VE-00-MISS	No	1	$21,964.00	$21,964.00
Fort Lauderdale		Common	Operational Coordination	Equipment	Equipment		Emergency Management			Ft. Lauderdale EOC - Enhancement to include: Site Scan for ArcGIS, Ultraportable communications, ThorGuard, Inc. Lightning Predictor and EOC office supplies.	04AP-03-GISD, 06CC-01-CELL; 21GN-00-CNST, 21GN-00-MAIN; 07SE-03-ENVS; 21GN-00-INST; 21GN-00-SHIP, 21GN-00-OCEQ	Yes	1	$55,908.00	$55,908.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP?	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
Fort Lauderdale		Protection	Cybersecurity	Equipment	Equipment		Law Enforcement		Y	Cybersecurity Project - Vulnerability Scanning Tool	05NP-00-SCAN; 21GN-00-CNST	No	1	$78,570.00	$78,570.00
Fort Lauderdale		Protection	Cybersecurity	Equipment	Equipment		Law Enforcement		Y	Cybersecurity Project- Cyber Attack Response and Mitigation	05EN-00-ECRP; 05-00-ETRN; 05HS-00-MALW; 05NP-00-FWAL; 05NP-00-IDPS; 05NP-00-SCAN; 05NP-00-SIEM; 21GN-00-INST; 21GN-00-MAIN; 21GN-00-SHIP	No	1	$168,000.00	$168,000.00
Fort Lauderdale		Mitigation	Community Resilience	Equipment	Training		Fire Rescue			FLL CERT Training and Sustainment	21GN-00-CCEQ	Yes	1	$10,800.00	$10,800.00
Hialeah		Protection	Physical Protective Measures	Equipment	Equipment		Law Enforcement		Y	Law Enforcement Surveillance (CCTV) (The Closed Circuit TV project will allow the Hialeah Police Department the opportunity to install CCTV equipment in the area of soft targets and enhance our ability to deter and investigate terrorist activity.)	14SW-01-VIDA 04HW-01-INHW 04MD-03-DISP 21GN-00-MAIN, 21GN-00-INST	Yes	1	$603,109.00	$603,109.00
Hialeah		Common	Planning	Planning			All Disciplines			PT&E: Homeland Security Conference		Yes	1	$15,089.00	$15,089.00
Hialeah		Prevention	Intelligence and Information Sharing	Planning	Personnel	Personnel	Law Enforcement		Y	LPR Analyst Sustainment		No	1	$83,000.00	$83,000.00
Hialeah		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Emergency Management Planner		No	1	$133,000.00	$133,000.00
Hialeah		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	License Plate Reader System (LPR) Fixed on poles (9 LPRs)	13LE-00-SURV 04AP-02-AVLS 03OE-01-ALPR	Yes	1	$280,000.00	$280,000.00
Hollywood		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	Automated License Plate Readers	03OE-01-ALPR, 21GN-00-SHIP	Yes	1	$178,231.00	$178,231.00
Hollywood		Protection	Physical Protective Measures	Equipment	Equipment		Law Enforcement		Y	CCTV System Project	14SW-01-VIDA	Yes	1	$116,414.00	$116,414.00
Key Biscayne		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Extraction and Force Entry Equipment	03SR-02-TPEL	No	1	$39,000.00	$39,000.00
M&A		M&A	M&A	Management and Administration			All Disciplines			M&A	M&A	No	1	$495,883.00	$495,883.00
Miami		Mitigation	Long -Term Vulnerability Reduction	Equipment	Equipment		All Disciplines			Maintenance/Sustainment/ Repair/Replacement for HSGP Purchased Equipment. EM $62,734; Police $9,000; Fire $52,305	21GN-00-MAIN	No	1	$124,039.00	$124,039.00
Miami		Response - Communications	Operational Communications	Equipment	Equipment		Fire/EM			Star Link Sustainment. Split even with Fire/EM.	06CC-04-SADS	No	2	$60,000.00	$120,000.00
Miami		Common	Operational Coordination	Equipment	Equipment		Emergency Management			EOC Enhancements/Maintenance/ Sustainment	21GN-00-OCEQ 14CI-00-COOP 07SE-03-ENVS 06CC-05-PRTY 06CC-02-DSAD 21GN-00-INST, 04MD-03-DISP, 04HW-01-INHW	Yes	1	$125,000.00	$125,000.00
Miami		Recovery	Infrastructure Systems	Equipment	Equipment		All Disciplines			This project will continue services for a Metro-Ethernet line that provides fast network connectivity between the City's network and the E911 backup center.	14CI-01-COOP	No	1	$27,000.00	$27,000.00

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Miami		Response - Communications	Operational Communications	Equipment	Equipment		All Disciplines			Satellite Phone Sustainment Citywide (12 months). This project will sustain the satellite phones that are installed throughout City Departments including police and fire stations which allow all first responders to communicate when primary communication services are down. Includes Key Biscayne	06CC-03-SATB	No	1	$50,000.00	$50,000.00
Miami		Common	Planning	Planning	Training		All Disciplines			P,T & E. This project will support multi-disciplinary projects for the City of Miami under the leadership of MEM. Project scope will involve a full scale exercise, revision of planning documents such as the CEMP/COOP/COG and trainings that benefit terrorism-related emergency management trainings. Trainings will include ICS, Hazmat 160, Special Events 440 classes and any other specialized courses needed due to staff attrition. Fire $100,000 EM $90,000 , Police $57,019		No	1	$247,019.00	$247,019.00
Miami		Mitigation	Community Resilience	Planning	Equipment		All Disciplines			CERT/Miami - Training and equipment		No	1	$128,123.00	$128,123.00
Miami		Protection	Interdiction and Disruption	Organization	Organization	Personnel	Fire Rescue		Y	Operational OT for Special Events approved by FEMA; Fire $5,000		No	1	$5,000.00	$5,000.00
Miami		Protection	Physical Protective Measures	Equipment	Equipment		Law Enforcement		Y	Law Enforcement Surveillance (CCTV) (The Closed Circuit TV project will allow the Miami Police Department the opportunity to deploy CCTV equipment in the area of soft targets and enhance our ability to deter and investigate terrorist activity.)	14SW-01-VIDA 04HW-01-INHW 04MD-03-DISP 21GN-00-MAIN	Yes	1	$429,000.00	$429,000.00
Miami		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	SWAT Robot	03OE-07-ROBT, 03OE-07-UPGD		1	$357,838.00	$357,838.00
Miami		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Emergency Management Coordinator (12 months). This position will assist with the development/revision of citywide emergency management plans such as the CEMP, COG and COOP.		No	1	$130,000.00	$130,000.00
Miami		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Emergency Management Planner (12 months). This position will assist with general planning responsibilities related to the implementation of the UASI grant program.		No	1	$110,000.00	$110,000.00
Miami		Common	Planning	Planning	Personnel	Personnel	Emergency Management			Equipment Inventory Planner (12 months). This position will be responsible for resource management tracking and planning portion of the EHP process.		No	1	$70,000.00	$70,000.00

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Miami		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Sonar System	14SW-02-SONR		1	$80,000.00	$80,000.00
Miami		Common	Operational Coordination	Equipment	Equipment		Fire Rescue			Command/Control Software with Tablet	06CC-01-CELL, 04AP-05-CDSS, 06CC-05-PRTY		1	$108,000.00	$108,000.00
Miami		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Seismic/Acoustic Victim Location System	03SR-03-LSTN	No	1	$21,125.00	$21,125.00
Miami Beach		Response - CBRNE	Critical Transportation	Equipment	Equipment		Fire Rescue			Compact 4x4 Enclosed Transport Vehicle	12VE-00-MISS	No	1	$90,000.00	$0.00
Miami Beach		Common	Operational Coordination	Equipment	Equipment		Emergency Management			Video Wall for EOC	04MD-03-DISP, 21GN-00-INST	Yes	1	$233,777.00	$233,777.00
Miami Gardens		Prevention	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	Covert/Surveillance Enhancements to include pole cameras, storage trailer and power cords	12TR-00-TEQP, 10PE-00-PCDS, 14SW-01-VIDA		1	$290,000.00	$290,000.00
Miami-Dade		Common	Operational Coordination	Equipment	Equipment		Emergency Management			WebEOC Sustainment	04MD-01-CDSS	No	1	$122,990.00	$122,990.00
Miami-Dade		Common	Planning	Training	Training	Consultant	Emergency Management			Community Preparedness Training Symposium		No	1	$40,000.00	$40,000.00
Miami-Dade		Common	Operational Coordination	Equipment	Equipment		Emergency Management			Miami-Dade EOC Enhancements	04MD-03-DISP, 21GN-00-INST, 04HW-03-NETD, 04HW-01-INHW, 21-GN-00-OCEQ, 21-GN-00-CNST, 21GN-00-INST	No	1	$100,000.00	$100,000.00
Miami-Dade		Mitigation	Community Resilience	Training	Equipment		Emergency Management			Miami-Dade CERT Enhancements to include CERT Planning, Training, Exercises, Backpacks, Shirts, 2 generators and 2 response trailers.	19GN-00-BGPK, 12TR-00-TEQP, 21GN-00-CCEQ	No	1	$119,275.00	$119,275.00
Miami-Dade		Mitigation	Community Resilience	Equipment	Equipment		Emergency Management			Electronic Evacuation Center Registration to include tablets, charging stations, transport cases and registration system software creation	06CC-01-CELL, 10BC-00-SOLR, 19MH-00-CONT, 04AP-03-GISS, 21GN-00-CNST	No	1	$149,845.00	$149,845.00
Miami-Dade		Response - CBRNE	Mass Care Services	Equipment	Planning	Consultant	Emergency Management			Family Assistance Center/Reunification Kits (Barcode system, scanner, tagger and printer, mobile toughbooks) and PTE to include 2 TTX and 1 FSE	04HW-02-BARC, 01HW-01-MOBL	No	1	$175,100.00	$175,100.00
Miami-Dade		Common	Planning	Planning			Law Enforcement			MDPD PTE : Homeland Security Conference			1	$13,500.00	$13,500.00
Miami-Dade		Prevention	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	Bomb Response Truck	12VE-00-MISS		1	$337,500.00	$337,500.00
Miami-Dade		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Planning	Exercise		Law Enforcement			SWAT Counter Terrorism Planning ($4,204) and Exercise ($20,000)		No	1	$24,204.00	$24,204.00
Miami-Dade		Common	Planning	Training			Law Enforcement			SEFRDSTF Training and Travel			1	$16,000.00	$16,000.00
Miami-Dade		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Law Enforcement			MDPD IMT FORTS Trailer and Shelter System	19SS-00-SHEL, 12VE-00-TEQP	No	1	$144,000.00	$144,000.00
Miami-Dade		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Law Enforcement			MDPD IMT Generators Project (1 150k and 1 125k)	10GE-00-GENR	Yes	1	$172,005.00	$172,005.00
Miami-Dade		Response - CBRNE	Critical Transportation	Equipment	Equipment		Fire Rescue			Hazmat Collapse Truck	12VE-00-MISS	No	1	$120,532.00	$120,532.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP?	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
Miami-Dade		Protection	Physical Protective Measures	Equipment	Equipment		Fire Rescue		Y	MDFR Fire Station Security Camera at Fire Stations including polling locations	14SW-01-VIDA; 14SW-01-PACS; 21GN-00-INST; 04HW-01-INHW	Yes	1	$212,708.00	$212,708.00
Miami-Dade		Response - Communications	Operational Communications	Equipment	Equipment		Fire Rescue			MDFR Communication Infrastructure Upgrades	04HW-03-NETD, 06CC-04-EQSD, 06CC-04-SADS, 06CP-03-TOWR	Yes	1	$125,000.00	$125,000.00
Miami-Dade		Common	Planning	Training	Training		Fire Rescue			ICS Position Specific Training and AHIMT			1	$70,110.00	$70,110.00
Miami-Dade		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Fire Rescue			Ballistics Personal Protective Equipment (66 sets)	01LE-01-HLMT, 01LE-01-ARMR		66	$2,710.00	$178,860.00
Miramar		Response - Communications	Operational Communications	Equipment	Equipment		Law Enforcement			Backup Communications Multi-Phased Project Citywide	06CP-01-HFRQ, 06CP-01-REPT, 06CP-01-VOTR, 06CP-03-BAMP, 06CP-02-BRDG, 06CP-03-TOWR, 06CP-03-NRSC, 06CP-03-MWAV, 21GN-00-CNST, 21GN-00-INST	Yes	1	$260,918.00	$260,918.00
Miramar		Common	Operational Coordination	Equipment	Equipment		Fire Rescue			WebEOC Fleet Eyes Software	04AP-05-CDSS, 04AP-02-AVLS	No	1	$30,000.00	$30,000.00
Monroe		Response - Communications	Operational Communications	Equipment	Equipment		Fire Rescue			APX6000 700/800 Model 2.5 Portable 10 units	06CP-01-MOBL	No	10	$6,521.00	$65,210.00
Monroe		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement			Night Vision Goggles for Key West PD	03OE-02-TILA		12	$10,822.00	$129,864.00
Monroe		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement		Y	MCSO Ballistic Helmets and Forceable Entry Tools for SWAT	20TE-00-NTRY, 01LE-01-HLMT		1	$38,703.00	$38,703.00
Palm Beach County		Response - CBRNE	Logistics and Supply Chain Management	Equipment	Equipment		Emergency Management		Y	Logistics/Deployable equipment sustainment: 32 mobile radio upgrades ($70,240) and generator ($150,000)	06CP-01-MOBL, 10GE-00-GENR	No	1	$183,216.00	$183,216.00
Palm Beach County		Common	Operational Coordination	Equipment	Equipment		Emergency Management			EOC Sustainment to include 4 video projectors for the Operations room	04MD-02-PROJ	No	4	$35,000.00	$140,000.00
PBSO		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement			PBSO Ballistic Helmets for Field Force Team	01LE-01-HLMT	No	25	$1,680.00	$42,000.00
PBSO		Prevention	Public Information and Warning	Planning	Training		Law Enforcement		y	Community Business Partners Against Terrorism Program		No	6	$19,786.00	$118,716.00
PBSO		Prevention	On-Scene Security Protection, and Law Enforcement	Training	Training		Law Enforcement		Y	PBSO Emergency Field Force (EFF) Hoist Training Project		No	1	$40,500.00	$40,500.00
PBSO		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	PBSO EOD Portable X-ray Generator System	02EX-01-XRAP		1	$72,000.00	$72,000.00
PBSO		Prevention	Interdiction and Disruption	Training	Training		Law Enforcement		Y	PBSO Marine Unit Specialty Training Project			1	$50,000.00	$50,000.00
Pembroke Pines		Response - CBRNE	On-Scene Security Protection, and Law Enforcement	Equipment	Equipment		Law Enforcement			Covert/Surveillance Enhancements to include cameras	13LE-00-SURV		1	$46,400.00	$46,400.00
Pembroke Pines		Response - CBRNE	Mass Search and Rescue Ops	Equipment	Equipment		Fire Rescue			Battery Powered Tools to include exhaust fan and extrication tools	03SR-02-TPEL, 19GN-00-FANE		1	$104,034.00	$104,034.00
Pembroke Pines		Prevention	Screening, Search and Detection	Equipment	Equipment		Law Enforcement		Y	Underwater Robot/Sonar	03OE-07-ROBT, 14SW-02-SONR	Yes	1	$141,727.00	$141,727.00

Jurisdiction	Regional Project Procurement	Mission Area	Core Capability	Category	Sub-Category	Designation	Discipline	Line Item #	LETPP?	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Final Budget Allocation
Sunrise		*Prevention*	*Screening, Search and Detection*	*Equipment*	*Equipment*		*Law Enforcement*		*Y*	*10 License Plate Readers*	*030E-01-ALPR*	*No*	*1*	*$288,247.00*	*$288,247.00*
Sunrise		*Prevention*	*Screening, Search and Detection*	*Equipment*	*Equipment*		*Fire Rescue*			*Handheld Chemical Detector*	*07CD-04-DCSO*		*1*	*$30,000.00*	*$30,000.00*
Regional	*Miami*	*Common*	*Planning*	*Planning*	*Personnel*	*Personnel*	*Emergency Management*			*Regional Program Manager. This position assists the Miami and Ft. Lauderdale with regional planning needs (e.g. drafting of investment justifications, coordination of UAWG meetings, development of annual budgets, etc.).*	*Planning*	*No*	*1*	*$121,500.00*	*$121,500.00*
Regional	*Miami*	*Common*	*Planning*	*Planning*	*Personnel*	*Personnel*	*Emergency Management*			*Regional Planning, Training and Exercises Coordinator- this position includes the responsibilities of ensuring compliance with training courses as well as the coordination of necessary regional exercises.*	*Planning*	*No*	*1*	*$115,500.00*	*$115,500.00*
Regional	*PBSO Fusion*	*Prevention - Fusion*	*Intelligence and Information Sharing*	*Organization*	*Personnel*	*Personnel*	*Law Enforcement*		*Y*	*Fusion Center Analysts*	*Organization*	*No*	*5*	*$67,140.00*	*$335,700.00*
Regional	*PBSO Fusion*	*Protection*	*Cybersecurity*	*Organization*	*Equipment*	*Personnel*	*Law Enforcement*		*Y*	*Regional Cybersecurity Analysts Project includes $15,000 in training*		*No*	*1*	*$270,000.00*	*$270,000.00*
Regional	*PBSO Fusion*	*Prevention - Fusion*	*Intelligence and Information Sharing*	*Planning*	*Personnel*	*Personnel*	*Law Enforcement*		*Y*	*Metadata Planner*		*No*	*1*	*$0.00*	*$0.00*
Regional	*PBSO Fusion*	*Prevention - Fusion*	*Intelligence and Information Sharing*	*Equipment*	*Training*		*Law Enforcement*		*Y*	*Fusion Center Operations to include computer hardware and peripherals, software maintenance, DHS sponsored Training, alert system and TLO program support and office supplies/equipment*	*04HW-01-INHW 13IT-00-INTL 13IT-00-ALRT*	*No*	*1*	*$234,000.00*	*$234,000.00*
Regional	*Miami*	*Common*	*Operational Coordination*	*Equipment*	*Training*		*Emergency Management*			*Incident command software system needed for regional info sharing during emergency operations as well as non-emergency situations to provide a platform for day-to-day regional info sharing and updates. (WebEOC)*	*04AP-05-CDSS 04AP-03-GISS 04SW-04-NETW*	*No*	*1*	*$171,000.00*	*$171,000.00*
Regional	*Ft Lauderdale, Miami-Dade, Palm Beach*	*Mitigation*	*Community Resilience*	*Training*	*Equipment*		*All Disciplines*			*Regional Citizen Corps/CERT Planning, Training Exercise and Equipment*	*19GN-00-BGPK 06CP-01-PORT 21GN-00-CCEQ*	*No*	*3*	*$90,000.00*	*$270,000.00*
Regional	*BSO*	*Prevention*	*Forensics and Atribution*	*Equipment*			*Law Enforcment*		*Y*	*Multi-County Digital Evidence Review Platform Pilot Project - (Phase II) - Cloud based system*	*05HS-00-FRNS*		*1*	*$204,916.00*	*$204,916.00*
Regional	*FIU*	*Prevention*	*Screening, Search and Detection*	*Equipment*			*Law Enforcment*		*Y*	*Magnometers for FIU*	*15SC-00-PPSS*		*10*	*$15,815.70*	*$158,157.00*
Regional	*MDFR*	*Response - CBRNE*	*Public Health, Healthcare and EMS*	*Equipment*			*Fire Rescure*			*Stop the Bleed Training Initiatives*	*03OE-03-KTFA*		*1*	*$15,188.00*	*$15,188.00*
Regional	*BSO*	*Prevention*	*On-Scene Security Protection, and Law Enforcement*	*Equipment*			*Law Enforcment*			*Total Containment Vessel Upgrades*	*02EX-00-TCVW*		*1*	*$238,500.00*	*$238,500.00*
Regional	*Coral Springs*	*Response - Communications*	*Operational Communications*	*Equipment*			*All*			*Regional JIC*	*12VE-00-MISS*		*1*	*$349,955.00*	*$349,955.00*

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										Total					**$12,388,404.00**

$12,388,404.00

$0.00

City of Miami
Legislation
Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
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Enactment Number: R-25-0031

File Number: 17139 **Final Action Date:2/13/2025**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT TITLED "URBAN AREA SECURITY INITIATIVE ('UASI') GRANT PROGRAM FISCAL YEAR 2024" AND APPROPRIATING FUNDS FOR THE OPERATION OF THE SAME IN THE AMOUNT OF $12,388,404.00 CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY DIRECTLY TO THE STATE OF FLORIDA'S DIVISION OF EMERGENCY MANAGEMENT ("GRANT AWARD"); AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD AND TO EXECUTE THE FEDERALLY-FUNDED SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER NECESSARY DOCUMENTS, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, IN ORDER TO IMPLEMENT THE ACCEPTANCE OF AND COMPLIANCE WITH THE GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND THE FISCAL YEAR 2024 UASI GRANT PROGRAM, AS NECESSARY; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSES PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM, WITH CONTIGUOUS PARTNERS OF THE CITY OF MIAMI ("CITY") SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY'S DEPARTMENT OF FIRE-RESCUE, CONTINGENT UPON FUNDING OF THE PROJECT BEING SECURED.

WHEREAS, the United States Department of Homeland Security ("USDHS") is authorized by the Emergency Wartime Supplemental Appropriations Act of 2003 to provide funds to states for subsequent distribution to selected urban areas to address the unique equipment, training, planning, exercise, and operational needs for large urban areas and to assist states in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the USDHS, through the State of Florida's Division of Emergency Management ("FDEM"), has sub-granted an Urban Area Security Initiative ("UASI") Grant Program for Fiscal Year ("FY") 2024 to the City of Miami ("City") in the amount of $12,388,404.00 ("Grant"); and

WHEREAS, the City's Department of Fire-Rescue ("Fire") will use the Grant to continue to address the unique equipment, training, planning, exercise, and operational needs of the City and its contiguous partners and to continue building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism ("Project"); and

WHEREAS, in accordance with the UASI Grant Program FY 2024, the attached Memoranda of Agreements ("MOAs") with the contiguous partners of the City, including Broward County Emergency Management, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County (Fire, Police and Emergency Management), Monroe County (Fire, Police and Emergency Management), Palm Beach County Emergency Management, Palm Beach County Sheriff's Office, the Village of Key Biscayne, and the Florida Department of Law Enforcement (collectively "Contiguous Partners"), will set forth the parties' responsibilities in connection with the development and support of the FY 2024 UASI Grant Program administered by Fire contingent upon funding of the Project being secured;

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The following new Special Revenue Project is established, and resources are appropriated as described below:

FUND TITTLE:	UASI Grant Program Fiscal Year 2024	
RESOURCES:	USDHS directly to FDEM	$12,388,404.00
APPROPRIATIONS:		$12,388,404.00

Section 3. The City Manager is authorized[1] to accept the Grant and to execute the federally funded sub-grant agreement, in substantially the attached form, for the Project.

Section 4. The City Manager is authorized[1] to negotiate and execute any and all other necessary documents, all in forms acceptable to the City Attorney, in order to implement the acceptance of and compliance with the Grant.

Section 5. The City Manager is further authorized[1] to extend the FY 2024 UASI Grant Program, as necessary.

Section 6. The City Manager is authorized[1] to execute MOAs, in substantially the attached form, with the Contiguous Partners of the City for the purpose of setting forth the parties' responsibilities in connection with the development and support of the FY 2024 UASI Grant Program administered by Fire, contingent upon funding of the Project being secured.

Section 7. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.[2]

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[1] The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

[2] If the mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

APPROVED AS TO FORM AND CORRECTNESS:

George R. Wysong III, City Attorney 2/4/2025

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

Signed by:

By: DocuSigned by:
E46D7560DCF1459...
Todd B. Hannon
City Clerk

By: DocuSigned by:
Arthur Noriega
850CF6C372DD42A...
Arthur Noriega
City Manager

APPROVED AS TO FORM AND CORRECTNESS

By: DocuSigned by:
George K Wysong III
88776E9FE88248B...
George K. Wysong III
City Attorney

DS
MP
Matter ID# 25-6

APPROVED AS TO INSURANCE REQUIREMENTS

By: DocuSigned by:
Frank Gomez
27395C6318214E7...
Ann-Marie Sharpe, Director
Department of Risk Management

Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Agreement

Item Number: 4B **Meeting Date:** 7/8/2025

City Reference Number (C#): C25149

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "School Resource Officer Agreement Summer 2025" between the School Board of Broward County, Florida and the City of Sunrise, Florida for the 2025 Summer School Term; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:
N/A

Amount:
Revenue to City: $19,125.44
Two School Resource Officers @ $597.67 per officer, per day for 16 days

ATTACHMENTS:

ATY Resolution - C25149

2025 SRO Agreement (Summer School)

Background:

The School Board of Broward County has requested that the City provide two law enforcement officer to serve as a School Resource Officer (SRO) for Summer School during the Summer of 2025 at two schools. The School Board's cost for services provided by the City of Sunrise shall be $597.67 per SRO, per day for the 2025 Summer School for a total of $19,125.44.

The two schools that will be operated during this time are: Nob Hill Elementary School and Sawgrass Elementary School.

This Agreement is between the City of Sunrise and the School Board of Broward County (SBBC). The term of this Agreement commences on June 23, 2025, and concludes on July 17, 2025.

It is requested that the City Commission approve the Agreement with Broward County School Board for 2025 Summer School for Nob Hill and Sawgrass Elementary Schools.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Sgt. Timothy McGovern Phone: 954-382-7458

Department Head Name and Title:

Daniel J. Ransone, Chief of Police

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "SCHOOL RESOURCE OFFICER AGREEMENT SUMMER 2025" BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF SUNRISE, FLORIDA FOR THE 2025 SUMMER SCHOOL TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Broward County, Florida (SBBC) has established a School Resource Officer Program pursuant to the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that the City provide law enforcement officers to serve as School Resource Officers during the 2025 Summer School term at two (2) participating SBBC schools as identified in the Agreement.

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

Section 1. The "School Resource Officer Agreement Summer 2025" (Agreement) between The School Board of Broward County, Florida and the City of Sunrise is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. The Police Chief or his designee is hereby authorized to execute all documents and take all actions necessary to effectuate the Agreement.

Section 4. Effective Date. This Resolution shall effective retroactive to June 23, 2025.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

SCHOOL RESOURCE OFFICER AGREEMENT
SUMMER 2025

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF SUNRISE, FLORIDA
(hereinafter referred to as "CITY"),
a municipal corporation whose principal place of business is
10440 West Oakland Park Boulevard
Sunrise, Florida 33351

WHEREAS, SBBC has established a School Resource Officer Program ("SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that CITY provide law enforcement officers to serve as School Resource Officers ("SROs") in certain Participating SBBC Schools located within CITY, Broward County, Florida during the summer of 2025 and CITY will assign law enforcement officers to serve as SROs under this SRO Program; and

WHEREAS, the SRO Program is a great benefit to the school administration, the student body, and the community as a whole. CITY and SBBC (collectively, the "Parties") desire to enter into this School Resource Officer Agreement ("Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SRO Program was established for the purposes set forth under applicable Florida law including the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on **June 23, 2025,** ("Effective Date") and concludes on **July 17, 2025**, unless terminated earlier pursuant to sections 3.05, 3.06, and 3.07 of this Agreement.

2.02 **Participating SBBC Schools**. CITY shall assign two (2) law enforcement officers to serve as SROs at two (2) schools operated by SBBC that are listed below (collectively, "Participating SBBC Schools"). If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

a) Elementary Schools
   1) Nob Hill (1 Officer)
   2) Sawgrass (1 Officer)

2.03 **Assignment of SROs**.

a) CITY shall always maintain SROs on duty during summer school hours and in accordance with the number of SROs specified in section 2.02, with the exception of circumstances specified herein.

b) "Summer school hours" for purposes of this Agreement begin at least thirty (30) minutes before and end at least thirty (30) minutes after the respective Participating SBBC School's summer school bell schedule, Monday through Thursday, whether or not students are engaged in distance learning. Summer school hours do not include activities occurring after most of the student body is dismissed for the day.

c) CITY may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. CITY shall promptly advise the Principal of the Participating SBBC School of the name of any replacement SRO assigned to provide services under this Agreement.

d) At any Participating SBBC School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC School so long as that SRO spends a majority of time in her/his originally assigned Participating SBBC School. Upon such reassignment, CITY shall immediately notify both Principals of each of the respective Participating SBBC Schools of the temporary reassignment. Additionally, CITY shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School.

e) Unless precluded by an emergency pertaining to life, health, and safety of individual(s), CITY shall always maintain SROs on duty during summer school hours, in accordance with the number of SROs specified in section 2.02. In an emergency circumstance as stated herein, CITY shall notify the school Principal and SBBC's Chief of the Broward County Schools Police or her/his designee for the SRO Program in a timely manner and the SRO shall

return to the respective assigned school as soon as the SRO has been relieved of the emergency circumstance.

f) Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC School during summer school hours, then it shall immediately notify SBBC's Chief of the Broward County Schools Police so that SBBC may timely assign a Safe School Officer.

g) CITY shall notify the SBBC Chief of the Broward County Schools Police or designee in writing immediately, but no later than forty-eight (48) hours after:

1) An SRO discharges her/his firearm in the exercise of the SRO's duties, other than for training purposes; or

2) An SRO has been disciplined for misconduct or has been dismissed from her/his duties as an SRO by CITY, including in cases where the SRO is reassigned or moved to another school location, whether by SBBC, or CITY.

i. For any allegation of misconduct resulting in an SRO being placed on administrative leave or reassigned pending completion of an investigation by CITY, CITY shall provide SBBC with updated information regarding the result of the investigation within twelve (12) calendar days after the investigation ceases to be active or after the investigation has concluded as is defined in Section 112.533(2)(a) 1, 2, and (b), Florida Statutes.

2.04 **Duties of SROs**. An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

a) the performance of law enforcement functions within the school setting;

b) the provision of assistance to SBBC in protecting and securing the school site and its occupants during summer school hours and for the duration of any food distribution or dissemination of electronic devices;

c) upon learning of any potential threat that affects the safety and security of the school, SROs shall, as soon as practicable, promptly notify the applicable Participating School's administration of the situation so protective measures can be implemented by the SBBC;

d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;

e) the development of positive student concepts of the law enforcement community

and promotion of positive interaction and enhanced relations between students and law enforcement officers;

f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;

g) the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens;

h) SROs shall participate as a School-Based Threat Management Team ("SBTMT") member at a SBTMT Meeting located at the respective Participating SBBC School. As a SBTMT member, the SRO will assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO's will also, along with other SBTMT members, have access to SBBC's Psychological Services Department.

i) Pursuant to Section 1006.12(1)(c), Florida Statutes, SROs shall complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention prior to the CITY's assignment to a Participating SBBC School and CITY shall provide SBBC with written certification of completion for each assigned SRO.

j) To the extent SROs have not completed training related to best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide free training opportunities for all SROs assigned to school sites during summer school hours or on any agreed upon early release day or employee planning day at no cost.

k) **Law Enforcement Gun Safes/Lockers**.

1) CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY's purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

2) CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as CITY deems appropriate for the performance of its law enforcement duties;

3) CITY shall provide to SBBC a letter from CITY's Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes or a written verification of liability insurance, if applicable, with regard to any of the CITY's weapons and other property stored at any Participating SBBC School;

4) CITY will ensure that the location selected for any gun safe, or gun locker will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons.

CITY will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC School's security plan; and

5) If at the conclusion of this Agreement, either Party determines that they will not enter into an Agreement for the following school year, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the Party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC and SBBC may dispose of the gun safe or gun locker as it sees fit. However, the contents of the gun safe or gun locker will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 **SBBC Responsibilities**.

a) SBBC Control Over Educational/Instructional Programs and Materials. SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. Any activities conducted by an SRO as part of the summer instructional program shall be provided upon prior consultation and coordination with the Principal of the Participating SBBC School.

b) Pursuant to Section 1006.13(4), Florida Statutes, the principal (or designee) shall consult with the SRO concerning appropriate delinquent acts and crimes at the respective Participating SBBC School.

c) The principal (or designee) shall report acts that pose a threat to a Participating SBBC School(s)' safety, whether committed by a student or adult, to CITY's law enforcement agency, pursuant to Section 1006.13(4), Florida Statutes.

2.06 **SBBC Contact Persons**. The Principal at each Participating SBBC School shall be SBBC's on-site contact person for any SROs assigned to that school. SBBC's Superintendent of Schools has designated the Chief of the Broward County Schools Police to serve as SBBC's liaison for the SRO Program.

2.07 **Cost of Services.**

a) SBBC's cost for Services provided by CITY shall be Five Hundred Ninety-Seven Dollars and 67/100 Cents ($597.67) per SRO per day, Monday through Thursday (except on SBBC approved holidays), for the summer schools operated by SBBC during the summer of 2025 as more specifically stated below as follows:

Participating SBBC School	No. of SROs	Number of Summer School days	2025 Summer School Daily cost per SRO	2025 Summer School cost per Participating District School
Elementary Schools				
Nob Hill	1	16	$597.67	$9,562.72
Sawgrass	1	16	$597.67	$9,562.72
Sunrise Summer 2025 TOTAL:	2	16	$1,195.34	$19,125.44

b) Unless otherwise specified herein, SBBC shall not be invoiced or otherwise obligated to pay for any day(s) in the daily period that CITY failed to provide the prescribed number of SROs, or other temporarily assigned law enforcement officer, serving as an SRO for the summer school hours defined in this Agreement.

2.08 **Payment for SRO Program Services**.

a) CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement for the district's summer school 2025, at the daily rate as in monthly installments with invoices delivered to SBBC by the end of each month for services rendered on the designated summer school days in the months of June 2025 and July 2025.

b) Each monthly invoice shall contain reference to the summer school operated by SBBC during the summer of 2025, the respective installment month to which it pertains, the actual number of SROs assigned for that period, the daily rate, the monthly invoice amount for the number of days, as specifically stated in the table in section 2.07, the date of this Agreement, and written certification by CITY that each monthly invoice reflects only those designated days that SROs actually rendered services under this Agreement.

c) Upon receipt by SBBC's contact person designated in section 2.06 of CITY's proper invoice together with CITY's certification and verification by SBBC that the SRO services were provided by CITY in accordance with this Agreement, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of such invoice.

d) With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of summer school hours. CITY shall provide any and all information related to the individual payrate of the SRO that performed the overtime and that respective SRO's overtime rate.

2.09 **Inspection of CITY's Records by SBBC**. CITY shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CITY's Records relating

to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, or claims submitted by CITY or any of CITY's payees pursuant to this Agreement. CITY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. CITY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

a) CITY's Records Defined. For the purposes of this Agreement, the term "CITY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CITY's Records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CITY pursuant to this Agreement.

c) Notice of Inspection. SBBC's agent or its authorized representative shall provide CITY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to CITY's reasonable security procedures, and shall be provided adequate and appropriate workspace at a CITY facility in order to exercise the rights permitted under this section.

e) Failure to Permit Inspection. Failure by CITY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the denial of CITY's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within thirty (30) calendar days of receipt of written demand from SBBC unless otherwise agreed to in writing by both Parties.

g) Inspection of Subcontractor's Records. If applicable, CITY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by CITY to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of Payee's costs from amounts payable by SBBC to CITY pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of CITY.

h) Inspector General Audits. CITY shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

i) Exempt Records. Notwithstanding anything to the contrary contained herein, CITY's Records will not be open to inspection, examination, evaluation, reproduction, or audit if prohibited by law.

2.10 **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief, Broward County Schools Police The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, Florida 33351
To CITY:	Chief of Police Sunrise Police Department 10440 West Oakland Park Boulevard Sunrise, Florida 33351

2.11 **Indemnification.** Each Party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by

any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.12 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third-person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by CITY to participate in the SRO Program. All compensation, wages, salaries, benefits, and other emoluments of employment payable to the SROs shall be the sole responsibility of CITY. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds, or insurance for CITY's officers, employees, agents,

subcontractors, or assignees.

3.04 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

3.05 **Termination**. This Agreement may be terminated with or without cause by either Party during the term hereof upon fourteen (14) calendar days' written notice to the other Party of its desire to terminate this Agreement. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC seven (7) calendar days' written notice of such removal.

3.06 **Default**. The Parties agree that, if either Party is in default of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party seven (7) calendar days' written notice to cure the default. However, if said default cannot be cured within said seven (7) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting Party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon fourteen (14) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy 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 precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to section 3.05.

3.07 **Annual Appropriation.** Both Parties performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If that Party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds have been allocated. The terminating Party shall notify the other Party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty accrues to the terminating Party if this provision is exercised, and the terminating Party is not obligated or liable for any future payments due for SRO services not rendered, or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any Party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **SBBC Disclosure of Education Records.**

a) School-Based Threat Management Team Meetings.

1) Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a SBTMT member at a SBTMT Meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

2) Types of Education Records. For SROs participating in the SBTMT Meeting who have signed as a team member, SBBC will provide the SRO, upon her/his request at the SBTMT Meeting, with the education records used and discussed during the SRO's participation in the SBTMT Meeting at the respective Participating SBBC School. In addition, if the SRO requests a copy of the BTA document by the conclusion of the SBTMT Meeting, SBBC shall provide it to the signatory SRO, via hardcopy or secure email.

3) The SRO may keep and retain all records received pursuant to section 3.10(a)(2) provided that such records are retained and kept in accordance with Chapter 119, Florida Statutes, and section 3.11, below.

4) Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

b) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in CITY's privacy policies, if any.

3.11 **CITY Safeguarding Confidentiality of Education Records.**

a) Notwithstanding any provision to the contrary within this Agreement, CITY shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education records through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes for which the disclosure was made or as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, display, or otherwise redisclose education records to any third-party without consent unless the redisclosure fits within one of the exceptions to FERPA's

consent requirements;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

b) Unless otherwise specified in this Agreement, all education records shall remain the property of SBBC, and any Party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 **Compliance with Laws**.

a) Each Party (which includes all law enforcement officers assigned to the SRO Program) shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Additionally, each law enforcement officer assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement prevails. SBBC shall not make changes to the SOPM without prior notice to CITY. Nothing contained herein shall be construed as either Party assuming the

responsibility of the other Party's obligations as defined by applicable law;

b) Activities conducted by the SROs as part of the Summer instructional program of the school shall be under the direction of the school Principal;

c) In accordance with Section 1006.12(b), Florida Statutes, SROs shall abide by SBBC policies, but shall be responsible to CITY in all matters relating to employment, subject to this Agreement. In the event of conflict, CITY's policies prevail for all law enforcement activity and SBBC's policies prevail for all educational activity;

d) Officers equipped with body worn cameras shall utilize the device in accordance with CITY's policies, subject to this Agreement.

3.13 **Conflict Resolution.** SBBC's liaison and the appropriate CITY designee will meet to resolve all concerns and conflicts between CITY and SBBC under this Agreement, unless otherwise prohibited by law or agency policy.

3.14 **Place of Performance**. All SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.15 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.16 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.17 **Binding Effect**. This Agreement is binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.18 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.19 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.21 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.22 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

3.23 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.24 **Force Majeure**. Neither Party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot, or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.25 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.26 **Survival**. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records,

reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.27 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee, and CITY has delegated authority to the Mayor and/or chief executive officer or her/his designee, to take any actions necessary to implement and administer this Agreement.

3.28 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Debra Hixon, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2025.06.06 10:59:58 -04'00'

Note: City of Sunrise, Florida - SRO - Summer 2025

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

(Municipal Seal)

CITY OF SUNRISE**,** FLORIDA

By: _____

_____
Felicia M. Bravo, City Clerk

Michael J. Ryan, Mayor

Date: _____

Approved as to Form:

_____
Thomas P. Moss, City Attorney

Date: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4C **Meeting Date:** 7/8/2025

City Reference Number (C#): C25139

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-08-04-WL between the City of Sunrise and CPS HR Consulting for Promotional Testing" for Testing and Training Programs for the Fire Rescue Department utilizing the Town of Davie Agreement No. RFP-JA-19-124; and providing an effective date. City Manager Mark Lubelski. John K. McNamara, Fire Chief.

Funding:
001.23.10.522.503130 - Professional Services

Amount:
Estimated Annual Expense $65,000.00
Not to exceed FY 2024/2025 Adopted Budget.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25139
Piggyback Agreement No. 25-08-04-WL
TOD Reso. and Agreement
Exhibit B to TOD Agreement
Proposal
TOD Contract Extension
Sunbiz

Background:

The City of Sunrise Fire Rescue Department requires a Promotional Testing Service Contractor to provide realistic scenario-based testing/training programs that provide solid foundation for career development and promotion of firefighters including, Lieutenant, Battalion Chief, Driver Engineers and Captain. This promotional testing for the Fire Rescue Department is required per Article 46, Collective Bargaining Agreement between the City of Sunrise and Metro Broward Professional Firefighters Local 3080, I.A.F.F.

Cooperative Personnel Services, doing business as, CPS HR Consulting (CPS HR) is uniquely qualified to provide these services as they offer a full range of human resources consulting services to assist governments and non-profit agencies in recruitment, certification test administration, and exam development with particular emphasis on employment testing and assessment services. CPS HR operates strictly in compliance with Professional and Legal Standards and has not had a successful challenge to their selection instruments in 35 years of testing.

The Fire Rescue Department successfully utilized their services in 2023 when CPS HR Consulting was selected to provide professional consulting services in the design of a job analysis and written examinations for the ranks of Driver Engineer and Captain. The Fire Rescue Department was very satisfied with the services provided by CPS HR.

The Town of Davie issued RFP# JA-19-124 for Fire Department Promotional Testing and awarded the highest ranked proposer, CPS HR Consulting under Resolution No. R 2020-005 on January 15, 2020 which included an initial period of five (5) years, not to exceed three (3) administrative promotional cycles with two (2) additional two-year options by mutual agreement of the vendor and the Town. Currently the contract has been renewed by mutual agreement through January 14, 2027, and permission is requested to Piggyback the Town of Davie contract.

Because these purchases will be made using an existing governmental contract, it is requested that the City Commission waive the City's formal bidding procedures pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Wendy Lorenzo Phone: 954-572-2485

Department Head Name and Title:
John McNamara, Fire Chief

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "PIGGYBACK AGREEMENT NO. 25-08-04-WL BETWEEN THE CITY OF SUNRISE AND CPS HR CONSULTING FOR PROMOTIONAL TESTING" FOR TESTING AND TRAINING PROGRAMS FOR THE FIRE RESCUE DEPARTMENT UTILIZING THE TOWN OF DAVIE AGREEMENT NO. RFP-JA-19-124; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified contractor to provide testing and training programs for career development and promotion of firefighters, including Lieutenants, Battalion Chiefs, Driver Engineers and Captains; and

WHEREAS, after competitive procurement, the Town of Davie awarded Agreement No. RFP-JA-19-124 to Cooperative Personnel Services d/b/a CPS HR Consulting for these services

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

Section 1. The above stated recitals are hereby adopted and incorporated herein.

Section 2. "Piggyback Agreement No. 25-08-04-WL between the City of Sunrise and CPS HR Consulting" (Agreement) is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval. The Procurement Manager is authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager or designee is hereby authorized to extend, amend or renew the Agreement, when it is extended, amended or renewed by the lead agency.

Section 4. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 5. Effective Date. This Resolution shall be effective retroactive to April 1, 2025.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PIGGYBACK AGREEMENT NO. 25-08-04-WL
BETWEEN THE CITY OF SUNRISE
AND CPS HR CONSULTING FOR PROMOTIONAL TESTING

This Piggyback Agreement No. 25-08-04-WL (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Cooperative Personnel Services d/b/a CPS HR Consulting, a California Joint Powers Authority (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the Town of Davie (Awarding Entity) awarded Contractor RFP JA-19-124 for Fire Department Promotional Testing Services (Contract) dated January 15th 2020. A copy of the Contract is attached hereto as Exhibit 1. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective April 1, 2025, and shall remain in effect through January 17th, 2027. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit 2.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Dimple Patel, Sr. Contracts Coordinator
CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

If to City, to: John T. Curran, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ ___a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

_____b. Insurance Requirements. This provision shall supersede and replace Section __ of the Contract and Section __ of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify

the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd. Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

☒ ___**c. Indemnification.** This provision shall supersede and replace Section __ of the Contract and Section 12 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder.

Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ ___**d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ ___**e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ ___**f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ ___**g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ ___**h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒_____ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction

for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ ___**j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ ___**k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ ___**l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ ___**m.** **Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☒_____ **n. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

☒_____ **o. Antitrust Violations**

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒_____ **p. Entities of Foreign Concern**

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "3" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Additional Provisions:

_____

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit 1 Contract and Exhibit 2 Quote shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibit 1 and Exhibit 2, in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
John T. Curran, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

CPS HR Consulting

By: _____

Print Name: _____

Print Title: _____

Date: _____

RESOLUTION NO. R 2019-324

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE TOP RANKED PROPOSER CPS HR CONSULTING IN RESPONSE TO RFP# JA-19-124 FIRE DEPARTMENT PROMOTIONAL TESTING AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE A CONTRACT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town solicited RFP# JA-19-124 Fire Department Promotional Testing for the purposes of establishing a firm for promotional testing services to include full development, administering, evaluation and feedback for the position of Driver Engineer/ Operator, Company Officer, Command Officers, etc.;

WHEREAS, the Review Committee has selected CPS HR Consulting as the top ranked firm to provide said services; and

WHEREAS, it is in the Town's best interest to negotiate a contract for such services.

WHEREAS, if the Town is unable to negotiate a final agreement with the top ranked firm CPS HR Consulting, staff will then proceed to begin negotiations with the second ranked firm Emergency Services Consulting International (hereinafter referred to as the "ESCI").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby accept the selection of CPS HR Consulting, and authorizes the Town Administrator or his designee to negotiate a contract for the Fire Department promotional testing services, and to present the contract for approval at a future meeting date.

Section 3. If the Town is unable to negotiate a final agreement with the top ranked firm CPS HR Consulting, Town Council authorizes the Town Administrator or his designee to negotiate a contract with the second ranked firm ESCI for the aforementioned services, and to present the contract for approval at a future meeting date.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF NOVEMBER, 2019.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 6TH DAY OF NOVEMBER, 2019.

Approved as to Form and Legality:

TOWN ATTORNEY

RESOLUTION NO. R 2020-005

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED AGREEMENT WITH COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING IN ACCORDANCE WITH RFP # JA- 19-124 FIRE DEPARTMENT PROMOTIONAL TESTING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Davie Fire Rescue Department selected Cooperative Personnel Services dba CPS HR Consulting in accordance with RFP # JA-19-124 Fire Department Promotional Testing;

WHEREAS, the Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services; and

WHEREAS, after review, the Town Council wishes to accept the negotiated agreement with Cooperative Personnel Services dba CPS HR Consulting.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie hereby accepts the agreement with Cooperative Personnel Services dba CPS HR Consulting.

Section 3. The Town Council hereby authorizes the expenditure of funds not to exceed the annual budgeted amount.

Section 4. The initial term of the contract shall be for a period of five (5) years not to exceed three (3) administration promotional cycles. Two (2) additional two (2) year renewal options may be exercised by mutual written agreement of the vendor and the Town. The Town Administrator is authorized to extend or terminate this agreement on behalf of the Town.

Section 5. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF JANUARY, 2020.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 15TH DAY OF JANUARY, 2020.

Approved as to Form and Legality:

TOWN ATTORNEY

AGREEMENT No. RFP-JA-19-124
BETWEEN THE TOWN OF DAVIE
AND
COOPERATIVE PERSONNEL SERVICES D/B/A/CPS HR CONSULTING

THIS AGREEMENT is made and entered into as of this 15 day of January, 2019 by and between Cooperative Personnel Services dba CPS HR Consulting, a California Joint Powers Authority existing under the laws of the State of California with offices at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834, hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals/Qualifications ("RFP")/("RFQ") No.** JA-19-124 Promotional Testing which includes the Negotiated terms, General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated October 7, 2019, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Negotiated terms, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the Negotiated terms, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the Negotiated terms, the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the Negotiated terms, the terms and conditions of

the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. RFP-JA-19-124 unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 15 day of January, 2019.20

COOPERATIVE PERSONNEL SERVICES D/B/A CPS HR CONSULTING

By: _____
(Signature)

Name: Victoria Quintero Brashear
(Print)

Title: Senior Leader

Date: 12/10/19

Attest: See attached
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

TOWN OF DAVIE

By: _____
Mayor Judith Paul

Date: 1/15/20

Attest: _____
Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

_____
Town Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Sacramento

On 12/10/19 (Date) before me, Kevin W Nicholson, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Vicki Quintero Brayton (Name(s) of Signer(s)),

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

KEVIN W. NICHOLSON
Notary Public - California
Sacramento County
Commission # 2252983
My Comm. Expires Aug 6, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement No. RFP-JA-19-124

Document Date: 12/10/19 Number of Pages: 5

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vicki Quintero Brayton	Signer's Name:
☒ Corporate Officer – Title(s): Director	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:	☐ Other:
Signer is Representing: CPS HR Consulting	Signer is Representing:

©2017 National Notary Association

Exhibit "A"

Negotiated Terms

Deliverable	Fee
Written Examination Development and Administration	$8,500
Assessment Center Development and Administration	
Project Planning, Job Analysis, Exam Plan Development	$500
Assessor Recruitment and Expenses	$3,000
Assessment Center Development and Administration	$16,000
Interactive Simulator Operator	$2,500
Project Outcomes	$500
In-Person Review of Results with Candidate	$3,500
Total Cost	**$34,500**

The pricing that has been provided is the maximum ceiling pricing for one (1) complete exam cycle (inclusive of written examination development/administration & practical examination also known as assessment center development/ administration). The Town at its own discretion may work with CPS HR Consulting to reduce exam costs per cycle by providing various elements of the scope of services, such as, but not limited to, the following examples:

- Testing facilities and time of Department personnel assisting in the development of the examination components will be the responsibility of the Department.
- The Department will review the draft written exam independently and will administer the written exam and appeals process to candidates.
- The Department will provide a site for assessor training, candidate orientation, and the development and administration of examination components.
- The Department will be responsible for assessor recruitment and all assessor expenses.
- CPS will conduct one (1) in-person meeting for candidate orientation and assessment center exercise review. All additional meetings will be conducted virtually.

CPS HR Consulting will provide a fully written scope of work for each exam breaking out all associated costs and identifying any discounts or reduction of services.

Consultant expenses (e.g., flight, hotel, printing, shipping, etc.) are included in the costs for both development and administration.

Aside from assisting the Department in responding to questions and/or inquiries regarding the assessment processes, CPS HR Consulting will provide four hours of consulting time without charge in defense of the assessment processes if they are legally challenged and/or litigated.

Additional consulting services will be invoiced at the rate of $350.00 per hour for general consultant time and/or actual testimony before any governing bodies or courts of law, plus expenses.

Exemptions to the Terms and Conditions

1.77C. Proprietary Rights

"Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software and pre-existing intellectual property (i.e., testing material, etc.) provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated…."

DAVIE, FLORIDA

RESOLUTION NO. R 2024-119

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING CONTRACT AMENDMENT NO. 2 BETWEEN TOWN OF DAVIE AND COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING TO REVISE THE TERMS IN SECTION 2.11 OF EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cooperative Personnel Services dba CPS HR Consulting was awarded bid RFP# JA-19-124 for Promotional Testing by Resolution R2020-005;

WHEREAS, on May 6, 2020, the Town Council of the Town of Davie accepted Contract Amendment No. 1 to revise the initial term via Resolution No. R 2020-116; and

WHEREAS, Contract Amendment No. 2 revises the term stated in the contract to read the initial term of the contract shall be for a period of five (5) years with two (2) additional two (2) year renewal options that may be exercised by mutual written agreement of the vendor and the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby approve Amendment No. 2 revises the term stated in the contract to read the initial term of the contract shall be for a period of five (5) years with two (2) additional two (2) year renewal options that may be exercised by mutual written agreement of the vendor and the Town. Contract renewals, extensions, termination, and amendments/modifications will be handled administratively.

Section 3. The Town Council hereby authorizes the expenditure of funds not to exceed the annual budgeted amount.

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 5. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED by the Town of Davie Town Council on this 5th day of **June**, 2024.

Mayor Judy Paul

Authentication:

Evelyn Roig
Town Clerk

TOWN OF DAVIE CORPORATE SEAL 1961 BROWARD COUNTY FLORIDA

Motion: Councilmember Hattan		
Second: Councilmember Whitman		
Vote	Yea	Nay
Mayor Paul	✓	
Vice Mayor Starkey	✓	
Councilmember Whitman	✓	
Councilmember Hattan	✓	
Councilmember Luis	✓	

Approved by the Assistant Town Attorney as to form and legal sufficiency:

Philip R. Sherwin
Philip Sherwin

SECOND AMENDMENT TO RFP-JA-19-124 PROMOTIONAL TESTING BETWEEN THE TOWN OF DAVIE AND COOPERATIVE PERSONNEL SERVICES D/8/A/CPS HR CONSULTING

This Second Amendment is entered into and effective the last date of signature below, by and between the Town of Davie (Town) and Cooperative Personnel Servites D/B/A CPS HR Consulting (CPS) collectively referred to herein as "Parties".

WHEREAS, CPS and the Town entered into an agreement for personnel services attached as Exhibit "A" on January 15, 2020.

WHEREAS, both parties are desirous of amending the existing agreement as follows:

Section 2.11 of Exhibit "A" titled Special Conditions, Initial Contract Period and Contract Renewal is hereby replaced as follows: The initial term of the contract shall be for a period of five (5) years with two (2) additional two (2) year renewal options may be exercised by mutual written agreement of the vendor and the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

Town of Davie

By: _____
Richard J. Lemack, Town Administrator

Date: 6/5/2024

Attest: _____
Evelyn Roig, Town Clerk

COOPERATIVE PERSONNEL SERVICES D/B/A/CPS HR CONSULTING

By: _____
Victoria Brashear, Senior Leader

Date: May 17, 2024

Attest: _____

CPS HR CONSULTING

PROPOSAL

Town of Davie

Fire Department Promotional Testing

RFP NO. JA-19-124

Due Date: October 7, 2019
Time: 2:00 PM EST

SUBMITTED BY:
VICKI QUINTERO BRASHEAR
Director of Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3481
vbrashear@cpshr.us
Tax ID: 68-0067209

www.cpshr.us

Your Path to Performance

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October 07, 2019

Brian K. O'Connor, Procurement Manager
Town of Davie Procurement Division
6591 Orange Drive
Davie, FL 33314

RE: Fire Department Promotional Testing; RFP NO. JA-19-124

Dear Mr. O'Connor:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to the Town of Davie (Town) to provide promotional selection testing and evaluation services for the ranks of Driver Engineer, Company Officer, and Command Officer within the Town of Davie Fire Department (Department). CPS HR is uniquely qualified to undertake this important effort for the Town because of our wide resources and broad experience in public safety examination development and administration.

We have worked extensively with fire services agencies, and our examination services are recognized among the best in the industry. Throughout the following pages, we describe our methodology for accomplishing the scope of services required under this contract and our experience with providing testing services for public safety agencies. Our proposal is based upon the following four elements to accomplish the Town and Department's goals:

- **Developing customized professional products** and providing personalized services to meet the Town and Department's specific needs;
- **Maintaining open communication with the Town and Department** to ensure the project preserves its focus and adheres to the timeline and budget; and
- **Providing extensive relevant professional expertise** acquired through numerous similar examination processes provided to public safety agencies, including the Davie Police Department; and
- **Providing a dedicated Project Manager and consultant who is located in Florida** and who will be actively involved in all aspects of the process in order to maintain continuity and provide consistent communication.

CPS HR appreciates the opportunity to discuss our proposal with you and provide our services and expertise to the Town. If you have any questions, please feel free to contact our proposal point of contact for this engagement, **Ms. Amy Bigone**, at **(916) 471-3404** or via e-mail at **abigone@cpshr.us**. We look forward to continuing our long-standing professional relationship with the Town.

Sincerely,

Vicki Quintero Brashear
Director of Products and Services

Approach to Scope of Services

Approach to the Scope of Services

It is our understanding the Town of Davie (Town) is seeking a vendor to provide promotional selection testing and evaluation services for the Town of Davie Fire Department (Department) for the ranks of Driver Engineer/Operator, Company Officer (Lieutenant/Captain), and Command Officer (Battalion Chief). The project deliverables resulting from a contract with CPS HR Consulting (CPS HR) will be designed to be legally defensible as valid and job-related procedures and fully comply with the *Uniform Guidelines on Employee Selection Procedures* (Federal Register, 1978), *Guidelines and Ethical Considerations for Assessment Center Operations* (rev. 2014), Department policy, the Department's Collective Bargaining Agreement, and other related professional standards.

To accomplish the objectives outlined in the request for proposal (RFP), the proposed process for each target rank will include four primary components, which are outlined below and further described on the following pages. The proposed process is designed to meet the stated objectives and services discussed in the RFP.

Project Planning, Job Analysis, and Examination Plan Development

- Schedule and conduct meetings in conjunction with Department personnel
- Conduct a job analysis
- Create an examination plan that reflects the job analysis data

Written Examination Development, Administration, and Scoring

- Develop a written examination based on the examination plan and required source materials
- Administer and score the written examination and provide an appeals process for item review and challenge
- Provide statistical and analytical data for the written examination

Assessment Center/Practical Examination Development, Administration, and Scoring

- Research, develop, and customize job-related exercises
- Conduct a candidate informational session(s)
- Recruit and train assessors for the assessment center
- Administer the assessment center

Project Outcomes

- Compile and provide rank-ordered candidate scores
- Gather candidate feedback regarding impressions and opinions about the promotional process
- Provide feedback reports for candidates
- Provide technical and litigation assistance and expert testimony, as needed

CPS HR consultants will work closely with the Town and Department in all phases of development and implementation of this plan.

Project Planning, Job Analysis, and Examination Plan Development

Project Planning

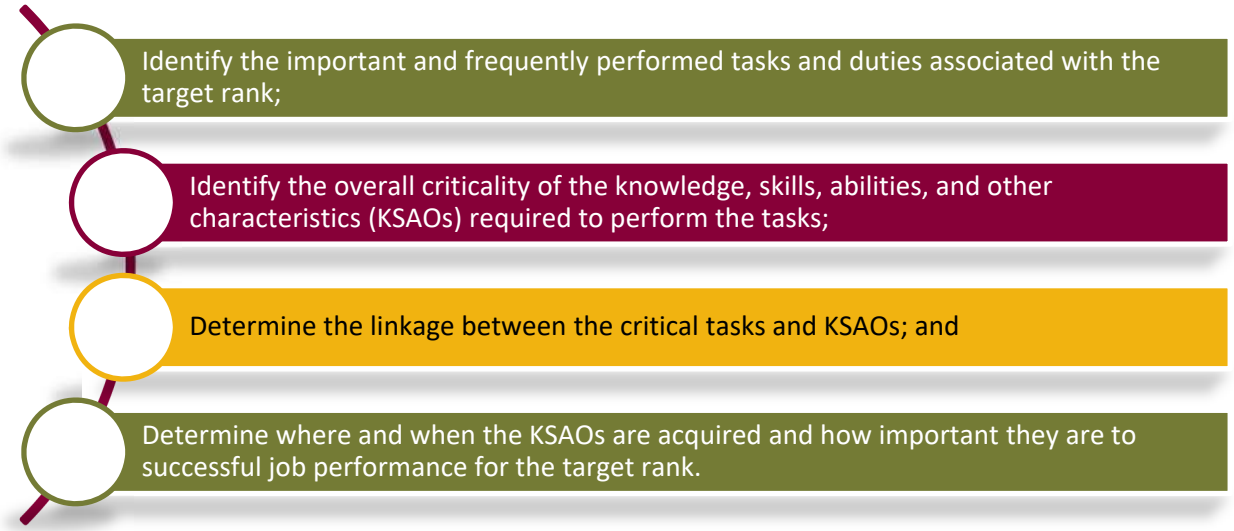
The first activity of this project will be to hold a project planning/orientation meeting with the Department personnel responsible for coordinating the test administration in order to discuss the project schedule, objectives, methods, timetables, and personnel roles for the term of the contract and define any parts of the project that may require clarification. We will review all applicable Department materials and any additional information concerning the target ranks at this time.

CPS HR will also develop a detailed project plan consisting of project objectives, assumptions, dependencies and constraints, the project structure, roles and responsibilities, a work plan based on a work breakdown structure (WBS) that identifies key deliverables and associated tasks, and managerial process plans. As the project evolves and when time requirements, specifications, major project components, project constraints, or resources change, CPS HR will revise and update the project plan.

Job Analysis

CPS HR's experience with job analysis is extensive, as it is a critical component of the testing and assessment practice. Our job analysis studies utilize a task-based methodology (designed to comply with all prevailing technical standards and legal guidelines) that ensures completeness and legal defensibility such that the job analytic data can withstand scrutiny of challenge and/or question as to its application in any testing process.

The purpose of a job analysis is to do the following:



CPS HR will initiate the job analysis process for each rank by researching and studying the target rank through, at a minimum, literature reviews. Consultants will review information pertaining to the applicable rank, including duty statements/job descriptions and any other available job-specific information. Furthermore, given our experience with promotional testing and assessment and job analysis studies for public safety, we have a database of tasks and KSAOs from which to pull.

From the information gathered, CPS HR will develop a preliminary list of tasks and KSAOs for the target rank. CPS HR will then convene a small panel of departmental subject matter experts (SMEs) with significant knowledge of the target rank to review the initial list of tasks and KSAOs for accuracy and completeness and assist in the development of task and KSAO statements that capture the unique aspects of the rank. It is assumed that no more than a half-day meeting will be needed with the SMEs to finalize the task and KSAO lists. It is also anticipated that the SME group will be gender and ethnically diverse (if possible) to ensure the integrity of the job analysis process from its inception and to decrease the likelihood of any unanticipated biases being introduced into the process.

CPS HR will then construct job analysis questionnaires (JAQs) for distribution to the incumbents and first-level supervisors of the target rank to solicit ratings regarding the frequency and criticality of job tasks and the criticality of KSAOs required upon appointment to the target rank. Following respondent completion of the JAQs, CPS HR will analyze the data to establish the frequency and importance of each task, the overall criticality of each KSAO, the linkage between the tasks and KSAOs, and when an incumbent must possess each KSAO. The documented job analysis data will then serve as the basis for subsequent examination design for the target rank, including appropriate weighting. The JAQs can be distributed in a web-based format and/or in hard copy format, based upon ease of completion consideration for the respondents and the Department's preference. Typically, completion of the questionnaire takes approximately two hours, although respondents will be provided with an ample overall response time of

approximately two weeks to facilitate completion of the questionnaire in such a manner so as not to interfere with their regular duties and to ensure the collection of accurate, complete ratings. Respondents can also revisit the questionnaire at any time and continue from where they left off.

It is the intention of CPS HR to provide the Department with a standalone job analysis report that can also be used as the basis for a number of human resources-related activities beyond selection and examination development, including classification and compensation, training and development, and any other subsequent human resources-related activities conducted on the basis of the job analysis results. Additionally, it is intended that the thoroughness of the job analysis and the resultant data will ensure that future job analysis activities/studies for the target rank should only need to be of a confirmatory nature, thus reducing future expense to the Department in terms of both money and staff resources.

Examination Plan Development

An SME panel of Department representatives will be convened to assist in the examination development process for each target rank. This group(s) of SMEs will be selected by the Department and may include the same SMEs who participate in the job analysis process.

The first step will be a review of the job analysis results for the target rank. Specifically, those critically important and/or frequently occurring job behaviors, tasks, and KSAOs that are amenable to the applicable testing process will be identified. The initial criteria utilized in reviewing the job behaviors, tasks, and KSAOs will include the following:

Measurability

- Only those job behaviors/tasks/KSAOs that can be adequately (and reasonably) measured in the testing process will be considered.

Training Considerations

- Job Behaviors/Tasks/KSAOs that require specific skill training after hire or promotion in order to be successfully performed will be avoided.

Reliability/Standardization Considerations

- Those job behaviors/tasks/KSAOs that are deemed to be difficult or impossible to standardize, or to otherwise administer in a consistent manner, will be avoided.

Financial Considerations

- Job Behaviors/Tasks/KSAOs that would entail a prohibitively high financial outlay to simulate will be avoided.

Based on these considerations, CPS HR staff will work with the SME panel(s) to select the job behaviors, tasks, and KSAOs to incorporate into a series of performance exercises appropriate to

each target rank. Each examination development process will be guided by CPS HR staff to ensure that the procedures are standardized; that the KSAOs/job behaviors are measurable and/or observable; that the criteria for evaluating these KSAOs/job behaviors are clear; and that a lucid, reasonable scoring method is produced.

Written Examination Development, Administration, and Scoring

Develop a Written Examination

It is our understanding that there will be a timed, multiple-choice, job-knowledge examination consisting of 150 items created as part of this project for each target rank. CPS HR will develop 100% new questions the first year of the contract and 50% new questions in subsequent years, replacing questions from each source evenly.

CPS HR staff will coordinate with Department SMEs to finalize a reading list to be used by candidates for preparation for the written test and to be used as the basis for the development of the written test (in accordance with the applicable exam plan based on the job analysis data). CPS HR will work with the SMEs to identify acceptable source materials (including those sources that are internal to the Town/Department) from which the test items will be developed. We will review previously used bibliographies and recommend changes, if necessary. Due to our nationwide presence, CPS HR staff is very familiar with the vast array of fire service reading materials available in the market today and will make every effort to recommend source materials that facilitate the learning of meaningful knowledge and skills by the candidate group. This will, in turn, better prepare candidates for promotion and better differentiate the best-qualified candidates from less-qualified candidates, rather than merely identifying superficial reading materials that lead to an exercise in the memorization of trivial facts and figures.

Test items will then be developed by CPS HR's pool of trained item writers and identified as to source, edition, and page in accord with the examination reading list. In order to ensure the integrity and security of the examination process, CPS HR will develop a larger pool of items than necessary for review by SMEs. The SMEs (under a confidentiality agreement and if approved to do so by the Department) will then review the entire group of test items, eliminating those that are not relevant, appropriate, or applicable and editing others as necessary. Following review of the test items, CPS HR will choose those items to be included in the final version of the examination, thus limiting the exposure of test materials to members of the SME committee and protecting against the possibility of a security breach. We have utilized this methodology with other organizations and have found it to be both highly successful and well-accepted in the testing community.

An electronic review copy of the draft examination will be provided to designated staff six weeks prior to the exam. An electronic review copy of the final exam and sourced answer key will be provided at least two weeks prior to the scheduled written exam.

Pass Point Setting

If it is determined that a pass point is necessary for a written examination based on the examination plan, the size of the candidate pool, and/or business need, then prior to the administration of a written examination, a suggested pass point will be determined by a statistician using a Modified Angoff procedure. With this procedure, SMEs rate each examination item according to the extent to which the KSAO measured by the item is necessary for job success, the relationship between the difficulty of the item and the difficulty of the associated on-the-job behavior, and the probability that a minimally-qualified candidate would get the item correct. These ratings are mathematically combined to establish a Minimal Acceptable Competence (MAC) level for each item. The MAC levels are then used to calculate the pass point for the examination. Pass points can also be established for individual sections within the written examination. According to the *Uniform Guidelines* and case law, the only legally defensible way to establish a pass point is by utilizing a formal methodology such as the one described above. Therefore, CPS HR cannot recommend a cut-off score without conducting this procedure with SMEs.

Administer and Score the Written Examination

Once the final version of a written examination is developed, CPS HR will be on-site to administer the examination to candidates. CPS HR has extensive experience in the administration of written tests and will provide all materials necessary for the administration of the examination, including proctor's instructions, test booklets, item appeal forms, and answer sheets in order to maintain the security and integrity of the testing process.

Immediately following the administration of the written examination, CPS HR will provide a review of the candidate's written exam and the correct response to each question. Candidates will have the opportunity to appeal any items they feel may be unfair or inconsistent with the source material. CPS HR staff and SMEs will review the appeals and provide a decision as to each outcome on a case-by-case basis. If the Department would prefer a longer appeals period (or if Department policy dictates a longer appeals period), CPS HR will work with the SMEs to render judgments on the appealed items upon completion of the appeals period. CPS HR can accommodate any length of time for appeals.

Following the administration of the written test and appeals process, CPS HR will electronically score the tests and evaluate the item and test statistics (i.e., reliability estimates, standard error of measurement, mean, standard deviation, etc.). Additionally, item difficulty statistics and discrimination indices will be used to identify questionable items and to evaluate internal consistency reliability. Any questions that are marked incorrectly by 50% or greater of the candidates will be reviewed. Furthermore, CPS HR will again review all appeals from candidates regarding the testing process against the resulting test statistics. Written responses to appeals will be provided within three business days of receipt.

Based on the outcome of the appeals processes and item statistics evaluation processes, CPS HR will either rekey (i.e., allow for more than one correct answer) or eliminate (i.e., give all candidates one point) items as needed. CPS HR will then compute the candidate scores and provide a ranked list of results (according to Department policy) within 72 hours of examination administration. Appealed questions (regardless of outcome) will be removed from future examinations.

Assessment Center/Practical Examination Development, Administration, and Scoring

Develop an Assessment Center/Practical Examination

There will be an assessment center process/practical examination with up to three exercise components created as part of this project for each target rank and for those candidates who pass the written examination. CPS HR will work with the SME panel(s) to design and develop the content and structure of each individual exercise. Based on the job analysis data and associated study materials, organizational level of the target rank, the actual number of candidates to be tested, policy, and the input of the Department, varying possibilities can be used. For Driver Engineer/Operator, a practical skills examination may consist of exercises to cover apparatus operations, a closed course driving test, a street driving test, a pump operations exercise, and an initial incident command scenario. For Company Officer and Command Officer, the assessment center may consist of a(n):

- Incident Simulation Exercise (Classroom)
- Incident Simulation Exercise (Real Time / Live Action)
- Role Play Exercise
- Oral Presentation
- In-Basket Exercise
- Structured Interview Exercise
- Problem Solving Exercise
- Memo/Report Writing Exercise
- Practical Skills Test
- Real Day in the Life of "Position"

Regardless of which exercises are developed, all of them will be customized to meet the needs of the Department and the target rank. CPS HR will work with SMEs to determine the content of which each exercise will be comprised (based on the job analysis data), and the SMEs will ensure the validity by linking each exercise to the appropriate KSAO. CPS HR will draft the exercises and scoring criteria and then meet with the SMEs for a final review of all exercise components for the target rank. CPS HR will provide electronic reviews of the final practical exam score sheets. Additionally, if applicable, CPS HR will provide a walk-through of the practical exam up to five days prior to the scheduled exam.

Conduct a Candidate Informational Session(s)

Prior to the administration of an assessment center (or prior to the administration of a written examination, if desired), CPS HR will provide a candidate informational session for candidates to gain valuable written and verbal information regarding the promotional process. We anticipate the orientation session being one to two hours in length. The orientation session will be designed to familiarize eligible candidates with a definition and overview of the testing process and specific assessment activities, the assessment dimensions that are the focus and basis of the testing process, guidance as to expected behavior and how to perform one's best during the testing process, etc. Candidates will also have an opportunity to ask general questions of the CPS HR consultant(s). Further, candidates will be provided with a manual to review and study.

This orientation process can be videotaped in order to accommodate candidate work schedules and the Department's operational needs. Furthermore, extra copies of the manual associated with the orientation will be left with the Department to be distributed to those candidates who are unable to attend the orientation(s).

Recruit and Train Assessors

In preparation for the administration of each assessment center, CPS HR will recruit a gender-, age-, and ethnically-diverse group of qualified assessors to assist in the evaluation of the candidate group. It is CPS HR's understanding that there will be (3) assessors per practical exam. CPS HR has a nationwide network of trained and highly skilled assessors who have participated in our assessment processes and have demonstrated professional, unbiased, and consistent expertise. The assessor group will consist of fire service personnel at or above the target rank being assessed with the background and expertise for the applicable target rank. Based on our experience with similar promotional processes and assessment centers, we recommend having two assessors serve on each exercise panel, plus role players (if applicable); however, we can accommodate a preference of three assessors, if required. Final approval of all assessors will be by mutual agreement between CPS HR and the Department. CPS HR will be responsible for all costs associated with assessors for each promotional process, including travel expenses, hotel accommodations, meals, and travel to and from the assessment location.

Prior to the administration of any assessment exercises created as part of this project, CPS HR will develop and conduct a four- to eight-hour training session for the assessors. A training manual for each assessor will be provided, and the training session will involve the assessment techniques developed as part of this project and ensure that the assessors are competent in observing, recording, classifying, and evaluating candidate behavior. In addition, relevant information concerning the Department and its operational philosophy and procedures will be presented. During the training, assessors will be allowed to practice observing and rating performance and behavior through a series of exercises. Through this process, the assessors' familiarity with the operational definitions of the specific assessment dimensions (i.e., KSAOs)

will be enhanced. The assessors will also be able to standardize their evaluation process and begin to function as a team. The training agenda will include such topic areas as the following:

- Review of applicable Department information;
- Review of the assessment schedule and administrative procedures, including assessor responsibilities, site logistics, applicable forms, etc.;
- Review of the KSAOs/assessment dimensions to be evaluated, their operational definitions, and the assessment model utilized; and
- Behavioral observation, classification, and evaluation methods, including assessor training exercises.

Administer the Assessment Center/Practical Examination

CPS HR project staff will be on-hand to administer all components of any assessment center developed as part of this project. CPS HR has extensive experience in the administration of public safety promotional assessments and will provide all materials needed for the administration of the exercises, including candidate instructions and materials, assessor materials, exercise administration and rating materials, and any additional materials or resources deemed appropriate by the Town/Department in order to maintain the security and integrity of the process. CPS HR will ensure the shipping of all materials is secure and that only CPS HR consultants will have access to all assessment documents.

All candidates will receive the same exercises, and security will be ensured through confidentiality agreements and appropriate scheduling. Assessors will remain on their assigned exercise panel throughout the assessment process. Based on our experience with administering public safety promotional processes, candidates and assessors typically prefer live scoring, and it provides the best depiction of on-the-job performance; this is also our preference, however, if the Department prefers a video-based assessment process, we can accommodate that request. Candidates will be scored on a five-point Likert-type scale across each dimension for each assessment exercise, and each group of assessors will be required to agree on a consensus score for each applicable dimension associated with their exercise – final scores will be on a 100-point scale.

Upon completion of the administration of each assessment (i.e., the last administration day), CPS HR will hold a debrief session discussing the overall process with Town/Department representatives and the assessors who observed and scored the candidates. CPS HR will also review the overall averages of candidate scores for each dimension and provide feedback to the Department regarding areas of strength and potential areas for improvement – this will assist the Department with planning for training and development of personnel. Because CPS HR will be calculating scores in “real time” throughout the assessment center administration, final candidate scores (combined with other applicable scores and associated weightings) will be available to the Town/Department at the debrief session. If, for any reason, the assessment

center/practical examination is appealed, CPS HR will provide a written response to the appeal(s) within three business days of receipt.

Project Outcomes

Compile and Provide Candidate Scores

CPS HR will compile and provide rank-ordered overall candidate scores/promotional lists **upon the last administration day of each promotional process**. Scores will be based on any terms set forth in Department policy and will include all applicable scores for the rank, such as written examination and assessment scores. The total score will be based on the appropriate weighting of each component based on the examination plan and/or Department policy. CPS HR will provide the scores in the format deemed appropriate by the Department (e.g., in a spreadsheet).

Gather Candidate Feedback Regarding Each Promotional Process

As each candidate exits his/her promotional process, he/she will have the opportunity to provide information regarding his/her overall impressions of the process. Candidates are encouraged to document their feedback regarding their perceived fairness of the process, the applicability of the process to the Department and position for which they are testing, whether or not the candidate informational session(s) was beneficial, overall comments/concerns, etc. (They have the ability to provide this information anonymously.) This data will be compiled, and a final document will be provided to the Department to be used as documentation of candidate feedback for the current process and guidance for future processes.

Provide Candidate Feedback/Review

Following the administration of each promotional process, CPS HR will provide the Town/Department with individual feedback reports to distribute to each participating candidate. These reports will include applicable scores and information detailing each candidate's strengths and weaknesses across the testing dimensions and against the group average. Furthermore, they will include information on how each candidate can better his/her performance in future assessments and on the job.

CPS HR will also provide a 20 minute review with each candidate within ten business days of completion of the practical exam.

Provide Technical and Litigation Assistance and Expert Testimony, As Needed

CPS HR consultants will be available on brief notice to provide technical and professional assistance to Town and Department representatives and expert testimony throughout the life of the agreement. Furthermore, besides assisting the Town in responding to questions and inquiries regarding the promotional processes, we will provide, without charge, four hours of consulting time in defense of the processes if they are legally challenged and/or litigated within six months of administration. Additional hours will be at the rate listed in the section of this proposal entitled, "*Pricing*."

In addition, CPS HR has a professional relationship with Dr. David Friedland, who is available to provide expert testimony if his services are desired by the County. Dr. Friedland is an expert in job analysis, test development and validation, statistics, and equal employment opportunity issues. He is recognized by the Court as an expert in employment discrimination litigation and government compliance reviews. Dr. Friedland has served as a litigation consultant in more than 30 cases, including several landmark employment discrimination cases. He has been retained by defense counsel in approximately 60 percent of cases and plaintiff counsel in 40 percent, including counsel for government compliance agencies. Litigation cases have included individual and class action cases involving charges of discrimination based on race, sex, national origin, age, and disability. Litigation issues have included hiring, promotions, layoffs, wrongful termination, compensation discrimination, and improper application of personnel policies. Dr. Friedland has testified in both state and federal courts as well as in arbitrations and labor-management and civil service hearings.

Project Schedule

As is our practice, CPS HR will provide ongoing formal and informal updates to Town- and Department-assigned liaisons throughout each promotional process. The following timeline is provided as an example for planning purposes. Each engagement will be subject to negotiation and revision at the time of request and agreement of the involved parties and in consideration of Department policies (e.g., required application/study periods).

Sample Timeline

Task	Week															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Project Planning, Job Analysis, and Examination Plan Development																
Contract Start	➢															
Project Planning	➢															
Job Analysis	➢	➢	➢	➢												
Examination Plan				➢												
Written Examination Development, Administration, and Scoring																
Develop Written Exam		➢	➢	➢	➢	➢	➢	➢								
Pass Point Setting									➢							
Administer and Score Exam									➢							
Provide Statistical Data									➢							
Assessment Center/Practical Examination Development, Administration, and Scoring																
Develop Assessment		➢	➢	➢	➢	➢	➢	➢	➢	➢						
Conduct Candidate Informational Session[1]								➢								
Recruit Assessors		➢	➢	➢	➢	➢	➢	➢	➢	➢						

[1] Note that candidate orientation sessions may be conducted at any point prior to the administration of any testing components.

Task	Week															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Train Assessors											➢					
Administer Assessment/ Practical Examination											➢					
Project Outcomes																
Compile and Provide Rank-Ordered Scores											➢					
Gather Candidate Feedback											➢					
Provide Feedback Reports												➢				
Provide Technical and Litigation Assistance	Ongoing															
Project Management and Communication																
Throughout the Contract																

Project Management Approach

Overview

CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. Our approach is designed to ensure a focused and efficiently executed project. We use sound project management procedures and ongoing communication to ensure project success.

CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time. Our project management process includes three primary components.

- Providing ongoing monitoring and control of project activities
  Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- Ensuring the optimum management of the time available to complete the project
  Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.
- Providing for the continuous reinforcement of the project's objectives
  A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes.

Provide Oversight and Quality Assurance

We are committed to meeting the highest professional standards of quality. Team members are selected for their relevant experience and professional maturity in dealing with project environments such as this. Each will spend an appreciable portion of his or her effort in the review, constructive challenge, and direction of assigned responsibilities.

Our quality assurance procedures include executive level and/or independent peer review of results and progress on a scheduled basis by senior professionals or technical advisors. These individuals provide a critical challenge to the direction and results of project efforts to ensure the project is comprehensive in its breadth and thorough in its depth.

Peer review of engagement reports and documentation is critical to our success. At least one knowledgeable person other than the consultant preparing the document/product must review, critique, and understand the document/deliverable before it is considered ready for delivery to the client. CPS HR's Project Manager is directly involved in preparing and submitting project deliverables. No documents or materials of any kind are delivered to the client without the Project Manager's review and approval.

We firmly believe the most important factors in ensuring the highest quality of client satisfaction are the commitment the consultant brings to the engagement and the experience of the firm and the individual consultants working on the engagement.

Respond in a Timely Manner

Beyond the communication capabilities and routine project management practices identified above, our project team also has the depth and breadth necessary to meet time requirements of projects. It is our policy to make the best possible use of working time both on- and off-site. Our work schedules are completely flexible, and the client liaison (Project Manager) assigned to the project must be accessible from 7:00 AM to 7:00 PM EST. Furthermore, as part of our practice, client calls and e-mails will be addressed no later than 24 hours upon receipt, if not earlier.

Meet and Exceed the Town's and Department's Expectations

The vision and values of CPS HR as an organization and for all of its personnel is centered around two primary values.

- **Satisfy the Client**. We will exceed client expectations whenever possible. We commit to quality and will assure that clients feel they have received a valuable service or product for the fee paid.

- **Value Ethical Behavior**. We model and reinforce honest and ethical behavior in all business relationships, including interactions with the Board members, clients, CPS HR staff, vendors, and the general public.

Our goal, therefore, is to ensure that our project team will meet or exceed the Town's and Department's expectations for all phases of the project, and we will work diligently with Town/Department staff to meet fully the objectives of the project. We intend to accomplish this through our combination of sound project management procedures, good customer service, and solid communication strategies.

Progress Reporting Procedures

When a project begins, one of our first activities is to ensure that we have an accurate estimate of the level of effort required of each professional. These estimates are used to monitor the progress of each consultant against the work plan and project schedule. On a weekly basis throughout the project, professional hours are collected, accumulated, and distributed against project tasks so we can compare actual with budgeted performance.

An additional element related to the area of project control is the role of the Project Manager in monitoring the field work. The Project Manager is continuously involved in the review of ongoing activities to ensure that cost, schedule, and quality objectives are met. The Project Manager maintains frequent communication with project team members to coordinate ongoing activities and exchange pertinent information.

Periodic progress reports are another element of our project management and control system. The objective of project management is to provide close control and management of the team's efforts. It is our practice to provide the client with verbal and written interim progress reports based upon our project tracking.

Additionally, per the previous section, "*Technical Approach*," additional reports will be provided. Specifically, upon immediate completion of the assessment process (i.e., the last administration day), CPS HR will provide the Town a rank-ordered list of candidates for each rank assessed. Further, within two months of the conclusion of the test administration process, CPS HR will provide a final validation report for each rank for which a selection process is developed and administered.

Value Added Services

CPS HR has been providing testing for fire-service agencies for over 35 years. With over 100 full-time staff, we have a breadth of technical expertise that are available for any situations that arise. In addition, we have a bank of thousands of written exam items and hundreds of assessment center exercises that can be utilized for these examinations.

Organizational & Personnel Qualifications

Organizational Qualifications

Corporate Structure

CPS HR occupies a unique position among its competitors in the field of government consulting; we are a Joint Powers Authority (JPA) whose charter mandates that we serve only public sector clients. We actively serve all government sectors including federal, state, local, and non-profit organizations and special districts. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to its community. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

CPS HR is headquartered in Sacramento, California, with satellite offices in Atlanta, GA (which is where all work for this project will be executed); Austin, Texas; and Rockville, MD. Our Chief Executive Officer (CEO) reports to a Board of Directors representing diverse public sector agencies across the nation. The following executive staff report to our CEO: Information Systems Director, Chief Financial Officer, Human Resources, Director of Products and Services, Marketing and Business Development Director, and Senior Practice Leaders. Our products and services managers are direct reports to the Director of Products and Services.

With more than 100 full-time employees, as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that transform public sector organizations to positively impact the communities they serve.

Experience and Expertise

CPS HR staff members include industrial/organizational psychologists, experienced measurement specialists, and highly trained technicians and support staff. Our testing services include test research and development; test validation; test rental and scoring; test logistics and administration; statistical analysis; and the design, development, and administration of assessment centers and performance examinations. Our staff is thoroughly familiar with the professional and regulatory standards in the testing area and has extensive experience in fair employment, the *Uniform Guidelines on Employee Selection Procedures* (Federal Register, 1978), the *Standards for Educational and Psychological Testing* (American Educational Research Association, American Psychological Association, and National Council on Measurement in

Education, 1999), the *Principles for the Validation and Use of Personnel Selection Procedures of the Society for Industrial and Organizational Psychology* (2003), and the *Guidelines and Ethical Considerations for Assessment Center Operations* (rev. 2014). In fact, several staff members have served on national committees reviewing these documents and published articles, monographs, and textbook chapters on testing and selection.

Strict Compliance with Professional and Legal Standards

- ***The Standards for Educational and Psychological Testing*** (American Educational Research Association, American Psychological Association, and National Council on Measurement in Education, 1999)
- ***The Principles for the Validation and Use of Personnel Selection Procedures*** (Society for Industrial and Organizational Psychology, 2003
- ***The Uniform Guidelines on Employee Selection Procedures*** (Federal Register, 1978)
- ***Guidelines and Ethical Considerations for Assessment Center Operations*** (rev. 2014)

In more than 34 years of employment testing, we have not had a successful challenge to our selection instruments. CPS HR's approach is designed to comply with all aforementioned prevailing technical standards and legal guidelines. We utilize these standards and guidelines to ensure best-practice in all of our assessment and selection engagements. CPS HR has been extremely successful in performing job analyses, developing examinations, and administering and scoring examinations for public safety positions, including those within the Town and Department.

CPS HR has been extremely successful in performing job analyses, developing examinations, and administering and scoring examinations for public safety positions that are congruent with the needs of the Town and Department. In addition, our specific focus on the public safety arena provides us with an in-depth level of knowledge about the jobs we study. In the past year, we provided over 40,000 entry and promotional public safety exams for at least 200 clients, and in the past 10 years, we provided more than 350 public safety promotional processes for at least 80 clients throughout the United States and Canada.

Assigned Personnel Qualifications

About the Project Team

CPS HR is committed to providing the Town and Department with exemplary service from start to finish on every testing process. We recognize that needs may vary based on rank, candidate count, timeline for services, etc.; CPS HR can provide the necessary contract personnel at any given time without sacrificing quality of service. Because of the size of our organization and experience at managing promotional processes for public safety clients, we have the depth and breadth of staff to be responsive to your needs ***without using subcontractors or outside personnel***.

CPS HR has assembled a strong project team, with each member selected for his/her specific expertise and professionalism. We have selected Mr. Matthew Christoffersen, M.S., to be the Project Manager for this assignment because of the strong project management skills and depth of experience with work of this nature that she possesses. He will serve as the main point of contact for the Town and Department, manage CPS HR's project team, provide oversight for project assignments, manage the timeline and budget, and actively participate in all project deliverables. Mr. Christoffersen will be accompanied by Ms. Amy Bigone, M.B.A., who will be actively involved as project support.

Mr. Christoffersen and Ms. Bigone will have direct responsibility for fulfilling the terms of a contract that may result from this proposal. These key project team members are seasoned testing professionals with a primary focus on the development and administration of public safety entry-level and promotional testing processes. Additional professional and technical/administrative staff will also be involved in the project, as needed, as we commit our entire organization to meeting the needs of the Town and Department. In the unlikely event that a team member identified in this proposal needs to be replaced, we will require the same qualifications and seek approval from the Town and Department prior to the commencement of work by submitting names, contact information, qualifications, and other pertinent information.

Project Staff Organizational Chart

Project Consultant
Amy Bigone, M.B.A.
Actively involved in the development of all project deliverables

Project Manager
Matthew Christoffersen, M.S
Manage overall project operations, act as the client liaison, and actively develop and administer the project deliverables

Administrative Support
Assist with project deliverables, as needed.

Role and Responsibilities

Staff	Roles and Responsibilities
Matthew Christoffersen, M.S	**PROJECT MANAGER:** ■ Oversees daily operations ■ Develops and ensures the project plan is in alignment with the needs of the Department ■ Manages costs by ensuring the project remains within the appropriate scope and expenditure targets ■ Acts as primary client liaison and interfaces directly with the Board and Department representatives ■ Oversees project team ■ Defines the direction of the team on the project ■ Identifies and secures the necessary resources and manages tasks/ performance ■ Uses reports and status meetings to control progress/address hurdles ■ Ensures project is delivered within budget and scope and on time ■ Ensures compliance with terms and conditions of contracts ■ Primary consultant responsible for project activities and deliverables, including, but not limited to, job analyses, creation of the test plans, written examination development and administration, assessment development and administration, and report development ■ Provides any specialized services that may be needed
Amy Bigone, M.B.A.	**PROJECT CONSULTANTS:** ■ In concert with Project Manager, reviews and approves the project plan and methodologies ■ Assists with the job analyses ■ Assists with the development and administration of all project deliverables ■ Uses reports and status meetings to control progress/address hurdles

Staff	Roles and Responsibilities
Administrative Support	**ADDITIONAL ASSISTANCE:** ■ Assists with project deliverables, as needed

Experience at a Glance

Name	Education	Experience	Certifications
Matthew Christoffersen	■ M.S. in Industrial/ Organizational Psychology ■ B.S. in Psychology	■ Job analysis ■ Examination and assessment center development and administration ■ Facilitating SME panels ■ General survey development and data analysis	■
Amy Bigone	■ M.B.A. in Human Resources Management ■ B.A. in Sociology	■ Examination and assessment development and administration ■ Classification specification development/revisions ■ Facilitating SME panels ■ Facilitating standard setting panels ■ Job analysis	■ Senior Professional in Human Resources (SPHR)

Résumés

Matthew Christoffersen, M.S.

Profile

Mr. Christoffersen has nearly 5 years of professional-level experience working in human resources and specializes in custom assessment development, assessment administration, and facilitation of assessment scoring. Before joining CPS HR, he spent several years as an internal consultant within a county government agency in Orlando, Florida. There he provided consultation to HR staff and hiring authorities regarding recruitment and selection strategy, as well as developing custom, job-specific assessment tools for selection and promotion. He has worked with a wide variety of job classifications within government departments including Fire Rescue, Corrections, Public Works, Utilities, Human Resources, and more.

Employment History

- Senior Consultant, CPS HR Consulting
- Employment and Assessment Advisor; Employment and Assessment Sr. Analyst; Employment and Assessment Analyst, Orange County (Florida) Government

Professional Experience

- Facilitating subject matter expert (SME) meetings and focus groups to obtain job-specific information for the purpose of job description revision, recruitment and selection system planning, and custom assessment development.
- Developing content for use in custom assessments for entry-level through management-level positions. Assessment types include multiple choice, critical incident, situational judgement, oral presentation, in-basket, structured interview, and role play.
- Developing behaviorally anchored rating scales and other scoring criteria for use in scoring customized, job-specific assessments.
- Administering assessment exercises to groups of candidates, up to 100 at a time, using standardized methods to ensure consistency and fairness.
- Facilitating rater training of diverse groups of assessors prior to administering and scoring custom assessments to promote consistency across raters and across candidates.
- Conducting employee and SME focus groups, interviews, job shadows, and benchmarking studies for job reclassification, compensation adjustments, and organizational climate evaluation.

Education

- M.S., Industrial and Organizational Psychology, University of Central Florida
- B.S., Psychology, The College at Brockport, State University of New York

Professional Affiliations

- Society for Industrial & Organizational Psychology (SIOP)

Amy Bigone, MBA, SPHR

Profile

Ms. Bigone is experienced in the design, development, and administration of assessment center processes for public safety promotional opportunities, along with having expertise in job analysis, test development, and assessment center logistics. She develops customized assessment exercises, candidate orientation materials, assessor scoring criteria, training materials, and all other work associated with assessment centers. She conducts training sessions for assessors, develops customized candidate feedback reports, and writes technical reports documenting and validating work performed. Ms. Bigone manages and oversees project budgets, including expenses and project costs, and ensures all project timelines and deliverables are achieved.

Employment History

- Manager, Test Rental, CPS HR Consulting
- Principal Consultant, CPS HR Consulting
- Senior Consultant, CPS HR Consulting

Professional Experience

- Designs, develops, and administers valid, legally-defensible assessment centers used for selection and promotion within public safety agencies and other public entities.
- Conducts job analyses, develops written examination test plans, and develops behaviorally-based exercises.
- Facilitates meetings with SME panels to obtain department-/position-specific information for use in the development of assessment center exercises, written test plans, and job analysis data.
- Develops customized assessment exercises, candidate orientation materials, assessor scoring criteria, training materials, and all other work associated with assessment centers.
- Conducts training sessions for assessors to learn behavioral scoring and conducts orientation sessions for candidates to provide them with information regarding their assessment process.
- Develops customized candidate feedback reports documenting candidate assessment performance.
- Develops project pricing; manages and oversees project budgets, including expenses and project costs.
- Writes technical reports upon request for individual clients documenting and validating work performed.

Education

- M.B.A., Human Resources Management, California State University, Sacramento
- B.A., Sociology, University of California, Davis

Certifications

- Senior Professional in Human Resources (SPHR)

Professional Affiliations

- Personnel Testing Council of Northern California (PTC/NC)
- International Public Management Association for Human Resources (IPMA-HR)
- Society for Industrial and Organizational Psychology (SIOP)
- International Personnel Assessment Council (IPAC)
- Sacramento Area Human Resource Association (SAHRA)

Technical Reports

- Bigone, A. & Polk, N. (2012). A technical report describing the development and content validation of an examination process. Tennessee Department of Safety and Homeland Security 2012 Trooper Examination Process.
- Polk, N. & Bigone, A. (2012). A technical report describing the development and content validation of a promotional process. Tennessee Department of Safety and Homeland Security 2012 Lieutenant Promotional Process.
- Polk, N. & Bigone, A. (2012). A technical report describing the development and content validation of a promotional process. Tennessee Department of Safety and Homeland Security 2012 Sergeant Promotional Process.
- Bigone, A. & Quintero Brashear, V. (2011). Captain Technical Report. Technical report prepared for the California Highway Patrol.
- Bigone, A. & Quintero Brashear, V. (2011). Chief Technical Report. Technical report prepared for the California Highway Patrol.
- Bigone, A. & Quintero Brashear, Victoria (2011). Assistant Chief Technical Report. Technical report prepared for the California Highway Patrol.
- Bigone, A. (2009). Police Major Technical Report. Technical report prepared for the Fort Smith, AR Police Department.
- Bigone, A. (2008). Fire Captain Technical Report. Technical report prepared for the City/County of Denver.

- Bigone, A. (2008). Sheriff's Sergeant, Lieutenant, and Captain Technical Report. Technical report prepared for San Francisco Sheriff's Department.

References

Client Name	Project Description	Contact Information
Davie Police Department (2008 – Present)	Job analysis, written examination development and administration, and assessment center development and administration for the ranks of Police Sergeant and Police Lieutenants	**Rich Moore, Major** 1230 South Nob Hill Road Davie, FL 33324 Phone: (954) 693-8200 E-mail: Rich_Moore@davie-fl.gov
Seminole County Fire Department (2007 – Present)	Job analysis, written examination development and administration, and assessment center development and administration for the rank of Lieutenant; job analysis and assessment center development and administration for the rank of Battalion Chief	**Jeff Ward, Division Chief, Training/Professional Standards** 201 Valentine Way Longwood, FL 32750 Phone: (321) 377-1388 E-mail: JWard@seminolecountyfl.gov
Boca Raton Fire Rescue Services Department (2017 – Present)	Job analysis, written examination development and administration, and assessment center/practical examination development and administration for the ranks of Firefighter/Driver, Battalion Chief/Division Chief, Fire Captain, EMS Captain, Lieutenant, and Senior Fire Inspector.	**Pat Rea, Assistant Fire Chief** 6500 Congress Avenue, Suite 200 Boca Raton, FL 33487 Phone: (561) 982-4036 E-mail: PRea@myboca.us

Additional Experience

A comprehensive chart of agencies for whom we have provided public safety examination services within the past five years that contain a similar scope and complexity as this project follows. All the projects listed in the chart include job analysis, written examination development and administration, and/or interview/assessment center development and administration. Please note that because most of our client relationships are ongoing, most of the projects within the client list below were conducted multiple times across testing cycles – the list specifies only the ranks that were tested within each Department. Further, those clients in bold are clients with whom we are currently developing processes or for whom we have developed processes in the past 12 months.

Public Safety Clients (Past Five Years)	
Service Provided	**Service Provided**
Abilene Fire Department	• **Battalion Chief Promotional Process**
	• **Captain Promotional Process**
	• **Lieutenant Promotional Process**
Alameda County Sheriff's Office	• **Sergeant Promotional Process**
	• **Lieutenant Promotional Process**
Anaheim Fire Department	• **Battalion Chief Promotional Process**
	• **Captain Promotional Process**
	• **Engineer Promotional Process**
	• **Firefighter/Paramedic Assessment Process**
Anaheim Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Aptos La Selva Fire Department	• Captain Promotional Process
Arizona Department of Public Safety	• Captain Promotional Process
Arlington Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Arvada Fire Protection District	• **Captain Promotional Process**
	• **Lieutenant Promotional Process**
Bloomington Fire Department	• **Battalion Chief Promotional Process**
	• **Captain Promotional Process**
Boca Raton Fire Rescue Services	• **Battalion Chief/Division Chief Promotional Process**
	• **EMS Captain Promotional Process**
	• **Captain Promotional Process**
	• **Lieutenant Promotional Process**
	• **Senior Fire Inspector**
	• **Firefighter/Driver Promotional Process**
Boca Raton Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**

Public Safety Clients (Past Five Years)	
Service Provided	**Service Provided**
Broward County Sheriff's Office	• Lieutenant Promotional Process
	• Sergeant Promotional Process
Cape Coral Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Cobb County Emergency Services (911) Department	• **Operations Supervisor Promotional Process**
	• **Shift Supervisor Promotional Process**
Cobb County Fire Department	• Captain Promotional Process
	• **Lieutenant Promotional Process**
	• **Engineer Promotional Process**
Cobb County Police Department	• **Captain Promotional Process**
	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Conyers Police Department	• **Lieutenant Promotional Process**
	• Sergeant Promotional Process
Davie Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Daytona Beach Fire Department	• **Battalion Chief Promotional Process**
DeKalb County Fire Rescue Department	• Captain Promotional Process
DeKalb County Police Department	• **Captain Promotional Process**
	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Deltona Fire Rescue Department	• Lieutenant Promotional Process
Dothan Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
	• **Corporal Promotional Process**
East Palo Alto Police Department	• Sergeant Promotional Process
El Paso County Sheriff's Office	• **Floor Control Officer Promotional Process**
	• **Deputy Sergeant Promotional Process**
El Segundo Police Department	• **Sergeant Promotional Process**
	• **Lieutenant Promotional Process**
Eugene Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Fort Pierce Police Department	• Captain Promotional Process
	• Lieutenant Promotional Process
	• Sergeant Promotional Process
Fort Smith Fire Department	• Battalion Chief Promotional Process
Fort Smith Police Department	• Major Promotional Process
	• Captain Promotional Process
	• Lieutenant Promotional Process

Public Safety Clients (Past Five Years)	
Service Provided	**Service Provided**
	• Sergeant Promotional Process
Fresno Fire Department	• Firefighter Job Analysis
Irvine Police Department	• **Detective Promotional Process**
	• **Field Training Officer Promotional Process**
	• **Sergeant Promotional Process**
Kennesaw Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Kissimmee Fire Department	• Battalion Chief Promotional Process
	• Lieutenant Promotional Process
Laguna Beach Fire Department	• **Battalion Chief Promotional Process**
Las Vegas Department of Public Safety	• Corrections Officer Sergeant Promotional Process
	• Municipal Court Marshal Sergeant Promotional Process
	• **Deputy City Marshal Sergeant Promotional Process**
Lexington Division of Fire and Emergency Services	• **Major Promotional Process**
	• **Captain Promotional Process**
	• **Lieutenant Promotional Process**
Lexington Division of Police Services	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Long Beach Police Department	• **Sergeant Promotional Process**
	• **Lieutenant Promotional Process**
Marietta Fire Department	• **Lieutenant Promotional Process**
	• **Firefighter Engineer Promotional Process**
Mobile Police Department	• **Major Promotional Process**
	• **Captain Promotional Process**
	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
Monterey Park Police Department	• Captain Promotional Process
Oakland Police Department	• **Captain Promotional Process**
	• **Sergeant Promotional Process**
	• **Lieutenant Promotional Process**
Oakland Fire Department	• **Fire Investigator Promotional Process**
	• **Assistant Fire Marshal Promotional Process**
	• **Captain Promotional Process**
Park City Fire District	• **Captain Promotional Process**
Provo Fire Department	• Battalion Chief Promotional Process
	• Captain Promotional Process
Provo Police Department	• Captain Promotional Process
	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**

Public Safety Clients (Past Five Years)	
Service Provided	**Service Provided**
Rancho Santa Fe Fire Protection District	• Captain Promotional Process
	• Battalion Chief Promotional Process
Richmond Fire Department	• Battalion Chief Promotional Process
	• Captain Promotional Process
	• Engineer Promotional Process
	• Fire Inspector Promotional Process
	• Firefighter Examination Process
Sacramento Police Department	• **Lieutenant Promotional Process**
	• **Sergeant Promotional Process**
	• **Dispatcher III Promotional Process**
Sandy Springs Police Department	• **Captain Promotional Process**
	• **Sergeant Promotional Process**
San Joaquin County Sheriff's Office	• **Deputy Sergeant Promotional Process**
Santa Clara County Fire Department	• Captain Job Analysis
	• Firefighter Engineer Job Analysis
Seminole County Department of Public Safety - EMS/Fire Rescue Division	• **Battalion Chief Promotional Process**
	• **Lieutenant Promotional Process**
Stockton Police Department	• **Captain Promotional Process**
Tennessee Department of Safety and Homeland Security	• Lieutenant Promotional Process
	• Sergeant Promotional Process
	• Trooper Selection Process
Tucson Police Department	• Lieutenant Promotional Process
	• Sergeant Promotional Process
	• **Detective Promotional Process**
	• **Officer Job Analysis and Written Examination**
University of California, Davis Fire Department	• Assistant Chief Promotional Process
University of California, Santa Barbara Police Department	• Lieutenant Promotional Process
Vallejo Fire Department	• Battalion Chief Promotional Process
	• Captain Promotional Process
Vallejo Police Department	• **Lieutenant Promotional Process**
	• Sergeant Promotional Process
	• **Corporal Promotional Process**
The Villages Public Safety Department	• Lieutenant Promotional Process
Virginia Beach Fire Department	• **Battalion Chief Promotional Process**
	• **Captain Promotional Process**
	• **Firefighter Recruit Selection Process**
West Metro Fire Department	• **Lieutenant Promotional Process**
Westminster Police Department	• Sergeant Promotional Process
	• **Commander Promotional Process**

Public Safety Clients (Past Five Years)	
Service Provided	**Service Provided**
	• **Detective Promotional Process**
West Metro Fire Protection District	• **Lieutenant Promotional Process**

Pricing Proposal

Bid Form

RFP-JA-19-124 Fire Department Promotional Testing

SECTION5.0 PRICE PROPOSAL FORM

Description	Cost
Development, Administration, and Review of Driver Engineer/Operator Written exam, including informational session and exam review.	$ 8,500
Development, Administration, and Review of Company Officer (Lieutenant/Captain) Written exam, including informational session and exam review.	$ 8,500
Development, Administration, and Review of Command Officer (Battalion Chief) Written exam, including informational session and exam review.	$ 8,500
Practical Exam: Walk-through and development	$ 26,000 per rank

List the price for each type of Practical Exam which your firm can provide. Price to include development and administration of the exam, including informational session and candidate review after exam. *For Practical Exam style(s) which your firm cannot provide, please write "NO BID".*

• Incident Simulation Exercise (Classroom)	$ Included
• Incident Simulation Exercise (Real Time / Live Action)	$ Included
• Role Play Exercise	$ Included
• Oral Presentation	$ Included
• In-Basket Exercise	$ Included
• Structured Interview Exercise	$ Included
• Problem Solving Exercise	$ Included
• Memo/Report Writing Exercise	$ Included
• Practical Skills Test	$ Included
• Real Day in the Life of "Position" (Candidates performs all duties they might see on a typical day. Candidate continues from Line up to demonstration to responding to a call, completing report, etc.…)	$ Included

Notes

1. Alternate proposals will not be considered unless authorized in the RFP document.
2. Total bid should reflect price per promotional examination regardless of the number of candidates taking the exam. ** See next page for optional pricing without Assessors**
3. Pricing for all practical exams shall include the cost for three (3) assessors per practical station. As an additional option, you may include a second price proposal for administering practical exams without assessors provided by your firm. ** See next page for optional pricing without Assessors**

Authorized Signature:
Print Name: Vicki Quintero Brashear
Title: Director of Products and Services

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RFP-JA-19-124 Fire Department Promotional Testing

Company Name: CPS HR Consulting	**EIN#:** 68-0067209 (attach W9)
Company Address: 2450 Del Paso Road, Suite 220 Sacramento, CA 95834	

Seller agrees to accept the VISA Procurement card for payment.
Circle one: (YES)OR NO

Optional Pricing Without Assessors

**Administering Practical Exams Without Assessors

Practical Exam: Walk-through and development. **$23,000 per rank**

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Fee Assumptions

- Testing facilities and time of Department personnel assisting in the development of the examination components will be the responsibility of the Department.
- The Department will provide a site for assessor training, candidate orientation, and the development and administration of examination components.
- CPS HR will provide the assessors for each assessment center/practical examination. If the Department chooses to recruit assessors, costs will be lowered.
- Fees include the costs for travel, food, and lodging for assessors. If the Department chooses to pay for these expenses, costs will be lowered.
- Consultant expenses (e.g., flight, hotel, printing, shipping, etc.) are included in the costs for both development and administration.
- Besides assisting the Town and Department in responding to questions and/or inquiries regarding the assessment processes, we will provide four hours of consulting time without charge in defense of the assessment processes if they are legally challenged and/or litigated. Additional consulting services will be invoiced at the rate of $350.00 per hour for general consultant time and/or actual testimony before any governing bodies or courts of law, plus expenses.

Required Town Forms

Proposal Signature Page for Corporation

RFP-JA-19-124 Fire Department Promotional Testing

SECTION6.0 REQUIRED FORMS

PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

NAME ADDRESS

President N/A

Vice-President _____

Secretary _____

Treasurer _____

Registered Agent _____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

_____

_____

Post Office Address PROPOSER:

_____
(CORPORATE NAME)

_____
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: _____

_____ _____

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Proposal Signature Page for Sole Proprietor or Partnership

RFP-JA-19-124 Fire Department Promotional Testing

PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

N/A

PROPOSER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

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Acknowledgement of Addenda

RFP-JA-19-124 Fire Department Promotional Testing

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID.

Addendum #1, Dated 10/01/2019
Addendum #2, Dated _____
Addendum #3, Dated _____
Addendum #4, Dated _____
Addendum #5, Dated _____
Addendum #6, Dated _____
Addendum #7, Dated _____
Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID.

FIRM NAME: CPS HR Consulting

AUTHORIZED SIGNATURE: _____ **DATE:** 10/03/2019

TITLE OF OFFICER: Director of Products and Services

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Town of Davie, Florida

Purchasing Division
(954) 797-1016

ADDENDUM TO BID DOCUMENTS

SOLICITATION RFP-JA-19-124 Fire Department Promotional Testing

ADDENDUM No. 1 **BID OPENING DATE** 10/07/2019 **TODAY'S DATE** 10/1/2019

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

RFIs

Q.1: With regard to the outside assessors, the Town has requested a cost for the contractor to provide them. Should this cost include their accommodations/travel/food expenses?

A.1: Yes, please see Section 4.8 'Firm Responsibilities'. Please note, you may include an additional price proposal for administering practical exams without assessors provided by your firm.

Q.2: How many candidates are eligible/expected for testing at each rank?

A.2: Currently, eligible/expected candidate numbers are: Battalion Chief 4-8, Captain 8-12, Lieutenant 8-12, Driver Engineer 10-15.

Q.3: How many candidates actually participated in the processes for each rank in the most recent testing cycle?

A.3: The most recent test was the Captain Exam which included 10 candidates.

Q.4: What firm won the most recent award for this work?

A.4: Broward Fire Academy and Coral Springs Regional Institute for Public Safety have recently provided the Davie Fire Department's promotional testing services.

Q.5: What was the amount of the most recent award for this work?

A.5: Approximately $10,000.00

Acknowledged by:
CPS HR Consulting
Contractor
Vicki Quintero Brashear
Authorized Representative (*Printed*)
Director of Products and Services
Title

Signature
10/03/2019
Date

Reviewed by:

Purchasing Manager
Purchasing Division

6591 Orange Drive Davie, FL 33314 ☎ 954-797-1016 purchasing@davie-fl.gov

Town of Davie

Affidavit of Eligibility for Local Vendor Preference

RFP-JA-19-124 Fire Department Promotional Testing

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:	Non-Applicable
Taxpayer ID No.:	
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*	
Phone Number:	
Email Address:	
Has the business name changed since it was opened in Davie? Yes___ No___	
If yes, provide the previous business name:	
Date your business was established in Town of Davie:	
Business License Number:	**Date Issued:**
The business employs _____ (insert a number) full time employees.	

2. ___ My Business is located within **Broward County**.

Legal Name of Firm:	Non-Applicable
Taxpayer ID No.:	
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*	
Phone Number:	
Email Address:	
Has the business name changed since it was opened in Broward County? Yes___ No___	
If yes, provide the previous business name:	
Date your business was established in Broward County:	
Business License Number:	**Date Issued:**
The business employs _____ (insert a number) full time employees.	

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: Vicki Quintero Brashear

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Vendor Information

RFP-JA-19-124 Fire Department Promotional Testing

VENDOR INFORMATION

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

Cooperative Personnel Services dba CPS HR Consulting

Mailing Address:

2450 Del Paso Road, Suite 160, Sacramento, CA 95834

Remit to Address
(If Different from Mailing Address):

Dept. #34327, PO Box 39000 San Francisco, CA 94139

Contact Name:

Vicki Quintero Brashear

Telephone:

(916) 471-3481

Federal Tax ID Number:

68-0067209

Fax Number:

(916) 263-3613

Email Address:

vbrashear@cpshr.us

Facsimile:

N/A

Business Website (If Applicable):

www.cpshr.us

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RFP-JA-19-124 Fire Department Promotional Testing

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided, and if it is still active.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority (JPA), our charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, and Non-Profit organizations.

We have provide a brief listing of similar project below. Our 5-year listing of similar clients is listed above under the **Additional Experience** section.

Boca Raton Fire Rescue Services(Active)

- Battalion Chief/Division Chief Promotional Process
- EMS Captain Promotional Process
- Captain Promotional Process
- Lieutenant Promotional Process
- Senior Fire Inspector
- Firefighter/Driver Promotional Process

Kissimmee Fire Department (Not Active)

- Battalion Chief Promotional Process
- Lieutenant Promotional Process

Marietta Fire Department (Active)

- Lieutenant Promotional Process
- Firefighter Engineer Promotional Process

Products & Services

In the space provided below please indicate any product or services that your firm provides:

ORGANIZATIONAL STRATEGY

- Workforce & Succession Planning
- Organizational Assessment, Redesign and Re-Engineering
- Performance Management
- Employee Engagement
- Change Management
- Complaint Investigations & HR Outsourcing

CLASSIFICATION AND COMPENSATION

- Classification
- Compensation

TESTING, RECRUITMENT & SELECTION

- Job Analysis
- Develop/Deliver Assessment Center Services
- Executive Search
- Test Development*
- Test Administration*

***(for employment and licensing certification)**

TRAINING AND DEVELOPMENT

- Training
- Coaching
- Accelerated Leader 360° Assessment™
- Leadership Development

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Owner Disclosure Affidavit

OWNER 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 %
N/A		

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
N/A	

VENDOR OR CONTRCTOR
CONFLICT OF INTEREST DISCLOSURE STATEMENT

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

RFP-JA-19-124 Fire Department Promotional Testing

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☒ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:	Relationship:

CPS HR Consulting

Firm/Business Name

Vicki Quintero Brashear

Name & Title, Typed or Printed

10/03/2019

Authorized Signature Date

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Sworn Statement Pursuant to Section 287.133 (3) (a)

RFP-JA-19-124 Fire Department Promotional Testing

SWORN STATEENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

   By: Vicki Quintero Brashear, Director of Products and Services

   (print individual's name and title)

   For: CPS HR Consulting

   (print name of entity submitting sworn statement)

   whose business address is: 2450 Del Paso Road, Suite 220 Sacramento, CA 95834 and (if applicable) its Federal Employer Identification Number (FEIN) is: 68-0067209

   (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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 an 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, non-jury trial, or entry of a plea of guilty or non 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 a 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 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, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

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RFP-JA-19-124 Fire Department Promotional Testing

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. **(Indicate which statement applies below).**

☒ 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, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ 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 subsequent to July 1, 1989.

☐ 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered 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 (attach 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 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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 and subscribed before me this _____ day of _____, 20____

Personally known _____ _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

See Attached

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CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1
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6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me

on this 3 day of October, 20 19,
by Date Month Year

(1) Vicki Quinter Brasher

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KEVIN W. NICHOLSON
Notary Public - California
Sacramento County
Commission # 2252983
My Comm. Expires Aug 6, 2022

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Sworn Statement Pursuant to section 287.133(3)(a)

Document Date: 10/3/19 Number of Pages: 2

Signer(s) Other Than Named Above: None

©2017 National Notary Association

Anti-Kickback Affidavit

RFP-JA-19-124 Fire Department Promotional Testing

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }

} SS:

COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and CPS HR Consulting or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: Director of Products and Services

Sworn and subscribed before this

_____ day of_____, 20___

_____

Notary Public, State of Florida

See Attached

_____

(Printed Name)

My commission expires: _____

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CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

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State of California

County of Sacramento

KEVIN W. NICHOLSON
Notary Public - California
Sacramento County
Commission # 2252983
My Comm. Expires Aug 6, 2022

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me on this 3 (*Date*) day of October (*Month*), 20 19 (*Year*), by

(1) Vicki Gwinther Brasseur

(and (2) [redacted]),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Anti-Kickback Affidavit

Document Date: 10/3/19 Number of Pages: 1

Signer(s) Other Than Named Above: None

©2017 National Notary Association

Solicitation, Giving, and Acceptance of Gifts Policy

RFP-JA-19-124 Fire Department Promotional Testing

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

	Vicki Quintero Brashear
SIGNATURE	PRINTED NAME
CPS HR Consulting	Director of Products and Services
NAME OF COMPANY	TITLE

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Indemnification Clause

RFP-JA-19-124 Fire Department Promotional Testing

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SIGNATURE	Vicki Quintero Brashear PRINTED NAME
10/03/2019 DATE	Director of Products and Services TITLE

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[name of individual signing]

signature in the space provided above on this _____day of _____, 20_____

See Attached

_____
NOTARY PUBLIC

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CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

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Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

State of California

County of Sacramento

KEVIN W. NICHOLSON
Notary Public - California
Sacramento County
Commission # 2252983
My Comm. Expires Aug 6, 2022

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 3 day of October, 20 14
Date *Month* *Year*

by

(1) Vicki Quintero Brasfear

(and (2) ~~_____~~);

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Indemnification Clause

Document Date: 10/3/14 Number of Pages: 1

Signer(s) Other Than Named Above: None

©2017 National Notary Association

Non-Collusive Affidavit

RFP-JA-19-124 Fire Department Promotional Testing

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF } SS:

Vicki Quintero Brashear being first duly sworn, deposes and says that:

a) He/she is the Director of Products and Services, (Owner, Partner, Officer, Representative or Agent) of CPS HR Consulting the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness Kevin Nicholson

Vicki Quintero Brashear

Witness (Printed Name)

Director of Products and Services

(Title)

55

RFP-JA-19-124 Fire Department Promotional Testing

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF } SS:

Vicki Quintero Brashear being first duly sworn, deposes and says that:

a) He/she is the Director of Products and Services, (Owner, Partner, Officer, Representative or Agent) of CPS HR Consulting the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness Kevin Nicholson

Vicki Quintero Brashear

Witness (Printed Name)

Director of Products and Services

(Title)

55

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

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Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 3 (Date) day of October (Month), 20 19 (Year), by

(1) Vicki Quintero Brasleor

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KEVIN W. NICHOLSON
Notary Public - California
Sacramento County
Commission # 2252983
My Comm. Expires Aug 6, 2022

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusive Affidavit

Document Date: 10/3/19 Number of Pages: 2

Signer(s) Other Than Named Above: None

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Drug-Free Workplace Program

RFP-JA-19-124 Fire Department Promotional Testing

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - 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 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 employee 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 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.

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

	Vicki Quintero Brashear
VENDOR'S SIGNATURE	PRINTED NAME

CPS HR Consulting

NAME OF COMPANY

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E-Verify Form

RFP-JA-19-124 Fire Department Promotional Testing

E-VERIFY FORM

Bid No: RFP-JA-19-124

Project Description: Fire Department Promotional Testing

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: CPS HR Consulting

Authorized Signature: _____

Print Name: Vicki Quintero Brashear

Title: Director of Products and Services

Date: 10/03/2019

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Employee Background Verification Affidavit

RFP-JA-19-124 Fire Department Promotional Testing

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Vicki Quintero Brashear, Company CPS HR Consulting,

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie reserves the right to request copies of the criminal background checks and drug test results of the awarded firm(s).

Proposer's Signature_____

****CPS HR Consulting does not conduct drug testing or criminal background checks.****

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Proposer Questionnaire

RFP-JA-19-124 Fire Department Promotional Testing

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Proposing Firm: CPS HR Consulting **Today's Date:** 10/03/2019

Primary Contact Person Re: this Bid: Amy Bigone

Primary Contact Person Email Address: abigone@cpshr.us

Primary Contact Person Phone Number: (916) 471-3404

1. How many years has your firm been in business under its present business name?: 34+

2. Under what other former name(s) has your firm operated?: Cooperative Personnel Services

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **(No)** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **(No)** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **(No)** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. State the name and title of the individual who will have personal management of the work:

Amy Bigone, Test Rental Manager

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RFP-JA-19-124 Fire Department Promotional Testing

7. State the name and address of attorney, if any, for the firm: Kronick Moskovitz Tiedemann & Girard

400 Capital Mall, 27th Floor, Sacramento, CA 95814

8. List all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP. N/A

9. List all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals. N/A

10. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: N/A

11. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: N/A

12. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
Wells Fargo & Co	400 Capital Mall, 7th Floor Sacramento, CA 95814	(916) 558-4045

13. Firm has attached a current Certificate of Liability Insurance? **(Yes)** **No**

14. Firm has attached a current W9? **(Yes)** **No**

15. If applicable, your firm attended the Mandatory Pre-Proposal Meeting? **Yes** **(No)**

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RFP-JA-19-124 Fire Department Promotional Testing

16. Exceptions to any terms and conditions herein have been attached/redlined within this proposal submittal in accordance with Section 1.33 of this RFP. (**Yes**) **No** **See below**

17. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

Undersigned:

CPS HR Consulting

FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

Vicki Quintero Brashear, Director of Products and Services

NAME & TITLE, TYPED OR PRINTED

STATE OF)

) SS

COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20___ by _____who is personally known to me or produced _____ as identification.

_____

NOTARY PUBLIC, State of _____ Commission No.: _____

Print Name: _____ Commission Expires: _____

See Attached

SEAL

(if Corporation)

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CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me

on this 3 day of October, 20 19,
by Date Month Year

(1) Vicki Quinter Brasher

(and ~~(2)~~ _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KEVIN W. NICHOLSON
Notary Public - California
Sacramento County
Commission # 2252983
My Comm. Expires Aug 6, 2022

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Required Proposer / Bidder Questionnaire

Document Date: 10/3/19 Number of Pages: 3

Signer(s) Other Than Named Above: None

©2017 National Notary Association

Exemptions to the Terms and Conditions

1.77C. Proprietary Rights:

"Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software and pre-existing intellectual property (i.e., testing material, etc.) provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated….."

Source of Information Survey

RFP-JA-19-124 Fire Department Promotional Testing

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: Direct from agency

Please note: This survey form is used for internal Procurement purposes only.

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Lobbying Interest

RFP-JA-19-124 Fire Department Promotional Testing

LOBBYING INTEREST

I, Vicki Quintero Brashear, the undersigned, representing CPS HR Consulting declare that I have read the attached form and that (check one):

X
_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation

_____ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation. I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of $50.00.

Title of Bid: Fire Department Promotional Testing

Bidder Name: CPS HR Consulting

Address: 2450 Del Paso Road, Suite 220
Sacramento, CA 95834

Phone Number: (916) 471-3481

Fax Number: (916) 263-3613

E-mail Address: vbrashear@cpshr.us

Signature: _____

Print Name: Vicki Quintero Brashear

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Certification for Pursuant to Florida Statute

RFP-JA-19-124 Fire Department Promotional Testing

CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725

I, Vicki Quintero Brashear, on behalf of CPS HR Consulting,
Print Name Company Name

certify that CPS HR Consulting does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

_____
Signature

Director of Products and Services
Title

10/03/2019
Date

65

W9 Form

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Cooperative Personnel Services

2 Business name/disregarded entity name, if different from above

CPS HR Consulting

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ► **California Joint Powers Authority**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.

2450 Del Paso Road, Suite 220

Requester's name and address (optional)

6 City, state, and ZIP code

Sacramento, CA 95834

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

6	8	-	0	0	6	7	2	0	9

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 for Part II, later.

Sign Here Signature of U.S. person ► *[signature]* Date ► 01/07/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

Certificate of Liability Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2019

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

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

PRODUCER Edgewood Partners Insurance Center License #0B29370 PO Box 13847 Sacramento CA 95853	CONTACT NAME: Rebecca Foster PHONE (A/C, No, Ext): 916-576-1524 FAX (A/C, No): 916-583-7613 E-MAIL ADDRESS: Rebecca.Foster@epicbrokers.com
INSURED COOPPERS Cooperative Personnel Services DBA: CPS HR Consulting 2450 Del Paso Rd., Ste. 220 Sacramento CA 95834	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Co — 20508 INSURER B: The Continental Insurance Company — 35289 INSURER C: Lloyds of London — 85202 INSURER D: American Casualty Company of Reading,PA — 20427 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1212142462 **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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			6072390517	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6072390548	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $10,000			6072390551	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE $	$ 6,000,000 $ 6,000,000 $
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6072390534 6072390520	7/1/2019 7/1/2019	7/1/2020 7/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Stop Gap Applies $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Claims Made/Retro Date 10/13/1989			W18DC5190501	7/1/2019	7/1/2020	Per Claim/Agg SIR Per Claim	$5,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Evidence of Coverage.

CERTIFICATE HOLDER

Evidence of Coverage
For Insured's Use

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 25 (2016/03) The ACORD name and logo are registered marks of ACORD

RESOLUTION NO. R 2019-324

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE TOP RANKED PROPOSER CPS HR CONSULTING IN RESPONSE TO RFP# JA-19-124 FIRE DEPARTMENT PROMOTIONAL TESTING AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE A CONTRACT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town solicited RFP# JA-19-124 Fire Department Promotional Testing for the purposes of establishing a firm for promotional testing services to include full development, administering, evaluation and feedback for the position of Driver Engineer/ Operator, Company Officer, Command Officers, etc.;

WHEREAS, the Review Committee has selected CPS HR Consulting as the top ranked firm to provide said services; and

WHEREAS, it is in the Town's best interest to negotiate a contract for such services.

WHEREAS, if the Town is unable to negotiate a final agreement with the top ranked firm CPS HR Consulting, staff will then proceed to begin negotiations with the second ranked firm Emergency Services Consulting International (hereinafter referred to as the "ESCI").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby accept the selection of CPS HR Consulting, and authorizes the Town Administrator or his designee to negotiate a contract for the Fire Department promotional testing services, and to present the contract for approval at a future meeting date.

Section 3. If the Town is unable to negotiate a final agreement with the top ranked firm CPS HR Consulting, Town Council authorizes the Town Administrator or his designee to negotiate a contract with the second ranked firm ESCI for the aforementioned services, and to present the contract for approval at a future meeting date.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

CPS HR CONSULTING

Exhibit B

Proposal

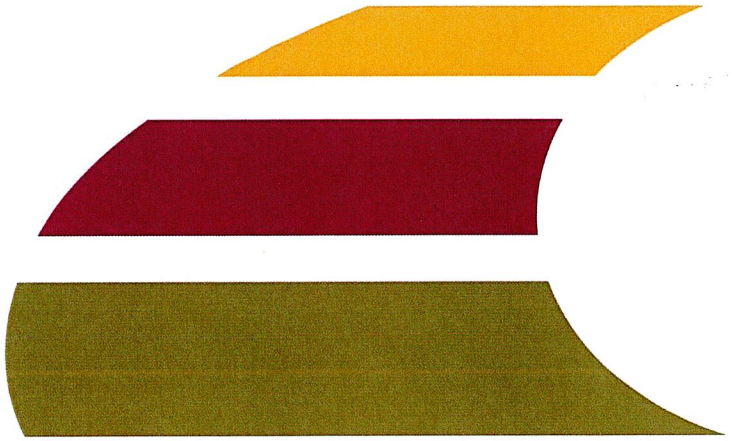
City of Sunrise Fire Rescue Department

Promotional Testing for Lieutenant and Battalion Chief

December 20, 2024

SUBMITTED BY:
VICKI QUINTERO BRASHEAR
Director of Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3481
vbrashear@cpshr.us
Tax ID: 68-0067209



CPS HR CONSULTING

December 20, 2024

City of Sunrise Fire Rescue Department
Deputy Chief Chris Shannon

Subject: Promotional Testing for Lieutenant and Battalion Chief

Submitted via email to cshannon@sunrisefl.gov

Dear Chief Shannon:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a cost proposal to the City of Sunrise Fire Rescue (Department) to provide professional consulting services in the design of a job analysis, written examination, and assessment center for the ranks of Lieutenant and Battalion Chief.

CPS HR is uniquely qualified to undertake this effort because of our wide resources and extensive experience in job analysis studies and examination development and administration. We have worked extensively with public safety communities, and our test services are recognized as among the best in the industry. In our proposal, we describe our understanding of the Department's requested scope of work and our approach and methodology for accomplishing the goals of the project. Our proposal is based upon the following elements to accomplish the Department's goals:

- ***Developing tailored professional products*** and providing personalized services to meet the Department's specific needs;
- ***Maintaining open communication*** with the Department to ensure the project preserves its focus and adheres to the timeline and budget; and
- ***Providing extensive professional expertise*** acquired through numerous similar promotional examination processes provided to other public safety agencies, including those within the State of Florida; and
- ***Providing a dedicated project manager*** who will be actively involved in all aspects of the process in order to maintain continuity and consistent communication.

Thank you for the opportunity to submit this bid. We look forward to an opportunity to discuss our proposal with you. Should you have any questions about the proposal, please feel free to contact Matthew Christoffersen at **(407) 807-2409** or via e-mail at **mchristoffersen@cpshr.us**.

Sincerely,

Vicki Quintero Brashear
Director of Products and Services

Qualifications of the Firm and Personnel

Qualifications of the Firm

Founded as a local government services unit of the California State Personnel Board, CPS HR became a joint-powers agency in 1985. Today, as a self-supporting public agency, we offer a full range of human resources consulting services to government and nonprofit agencies, with particular emphasis on employment testing and assessment services.

CPS HR staff members include industrial/organizational psychologists, experienced measurement specialists, and highly trained technicians and support staff. Our testing services include test research and development; test validation; test rental and scoring; test logistics and administration; statistical analysis; and the design, development, and administration of assessment centers and performance examinations. Our staff is thoroughly familiar with the professional and regulatory standards in the testing area and has extensive experience in fair employment, *Section 60-3, Uniform Guidelines on Employee Selection Procedures (1978)*; 43 FR 38295 (August 25, 1978), the *Standards for Educational and Psychological Testing* (American Educational Research Association, American Psychological Association, and National Council on Measurement in Education, 1999), the *Principles for the Validation and Use of Personnel Selection Procedures* of the Society for Industrial and Organizational Psychology (2003), and the *Guidelines and Ethical Considerations for Assessment Center Operations* (rev. 2014). In fact, several staff members have served on national committees reviewing these documents and published articles, monographs, and textbook chapters on testing and selection.

Strict Compliance with Professional and Legal Standards

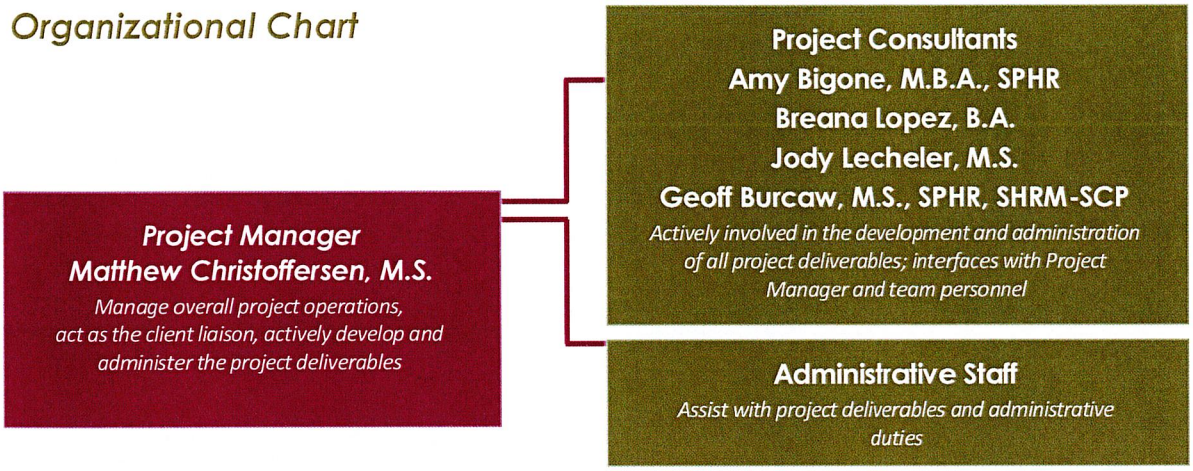
- ***The Standards for Educational and Psychological Testing*** (American Educational Research Association, American Psychological Association, and National Council on Measurement in Education, 1999)
- ***The Principles for the Validation and Use of Personnel Selection Procedures*** (Society for Industrial and Organizational Psychology, 2003
- ***The Uniform Guidelines on Employee Selection Procedures*** (Federal Register, 1978)
- ***Guidelines and Ethical Considerations for Assessment Center Operations*** (rev. 2014)

In over 35 years of employment testing, we have not had a successful challenge to our selection instruments. We have had limited direct involvement in Title VII cases because our tests have rarely been challenged. CPS HR's approach is designed to comply with all aforementioned prevailing technical standards and legal guidelines. We utilize these standards and guidelines to ensure best practice in all of our assessment and selection engagements.

Project Manager and Staff

As Project Manager, Matthew Christoffersen will oversee all aspects of this project and will be assisted by Testing and Assessment Manager Amy Bigone, and Project Consultants Breana Lopez, Jody Lecheler, and Geoff Burcaw. Our team members are seasoned testing and assessment professionals. Additional professional and technical staff may also be involved, as needed for administrative support, as we commit our entire organization's resources to meeting the needs of the Department.

Organizational Chart



The following table outlines the roles and responsibilities of the project team members.

Staff	Roles and Responsibilities
Matthew Christoffersen, M.S.	**PROJECT MANAGER:** ■ Oversees daily operations ■ Develops and ensures the project plan is in alignment with the needs of the Department ■ Manages costs by ensuring the project remains within the appropriate scope and expenditure targets ■ Acts as primary client liaison and interfaces directly with Department representatives ■ Oversees project team ■ Defines the direction of the team on the project ■ Identifies and secures the necessary resources and manages tasks/ performance ■ Uses reports and status meetings to control progress/address hurdles ■ Ensures project is delivered within budget and scope and on time ■ Ensures compliance with terms and conditions of contracts ■ Primary consultant responsible for project activities and deliverables, including, but not limited to, creation of the test plans, written examination development and administration, assessment development and administration, and report development ■ Provides any specialized services that may be needed
Amy Bigone, M.B.A., SPHR, SHRM-SCP Breana Lopez, B.A. Jody Lecheler, M.S. Geoff Burcaw, M.S., SPHR, SHRM-SCP	**HR CONSULTANTS:** ■ In concert with Project Manager, reviews and approves the project plan and methodologies ■ Assists with the job analyses ■ Assists with the development of all project deliverables ■ Uses reports and status meetings to control progress/address hurdles
Administrative Support	**ADDITIONAL ASSISTANCE:** ■ Assists with project deliverables, as needed

Project Approach

Summary of the Project

It is our understanding that the Department is seeking a vendor to provide complete, customized assessment processes for the ranks of Lieutenant and Battalion Chief. The project deliverables resulting from a contract with CPS HR will be designed to be legally defensible as valid and job-related procedures and fully comply with the aforementioned *Uniform Guidelines, Standards, Principles*, and *Guidelines*, other related professional standards, and City of Sunrise Fire Rescue Department policy.

The purpose of this proposal is to offer our services to conduct a job analysis; develop an examination plan; and design, develop, and administer a legally-defensible, validated selection tool for use at each of the target ranks. To accomplish these objectives, the proposed process is outlined and further described below.

Project Planning, Job Analysis, and Examination Plan Development

- Schedule and conduct meetings in conjunction with Department personnel
- Conduct a job analysis
- Create an examination plan that reflects the job analysis results

Written Examination Development, Administration, and Scoring

- Develop a written examination
- Administer and score the written examination
- Provide statistical and analytical data for the written examination; work with Department personnel to respond to candidate challenges to test items

Assessment Center Development, Administration, and Scoring

- Research, develop, and customize job-related exercises
- Conduct a candidate orientation session
- Train assessors
- Administer the assessment center

Project Outcomes

- Compile and provide candidate scores
- Gather candidate feedback regarding impressions and opinions about the promotional process
- Provide feedback reports for candidates
- Provide technical and litigation assistance and expert testimony, as needed

CPS HR consultants will work closely with the Department in all phases of development and implementation of this plan.

Project Planning, Job Analysis, and Examination Plan Development

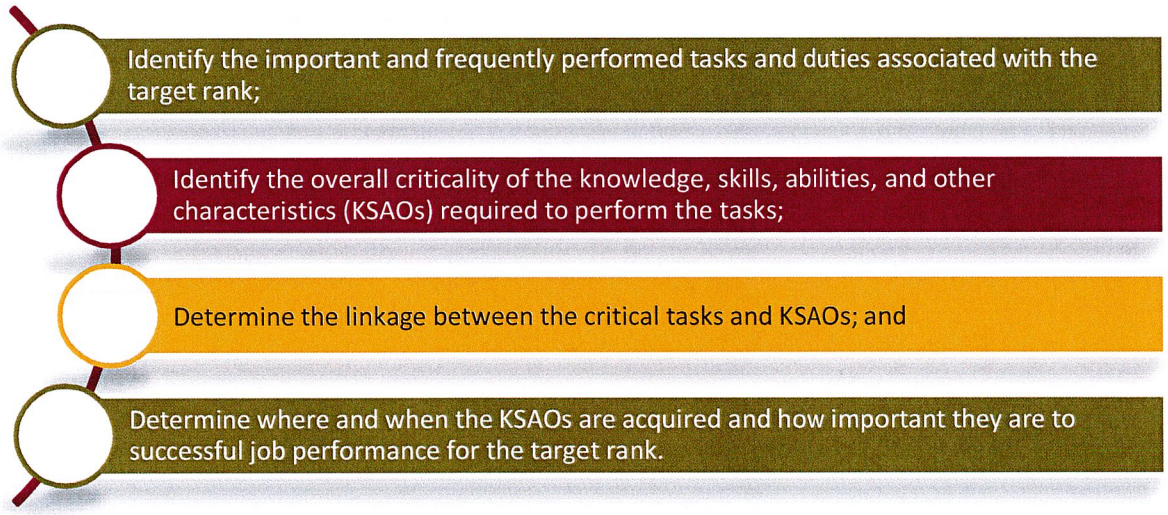
Project Planning

The first activity of this project will be to hold a project planning/orientation meeting with Department personnel responsible for coordinating the test administration in order to discuss the project schedule, objectives, methods, timetables, and personnel roles for the term of the contract and define any parts of the project that may require clarification. We will review all applicable Department materials and any additional information concerning the target rank at this time.

Job Analysis

CPS HR's experience with job analysis is extensive, as it is a critical component of the testing and assessment practice. Our job analysis studies utilize a task-based methodology (designed to comply with all prevailing technical standards and legal guidelines) that ensures completeness and legal defensibility such that the job analytic data can withstand scrutiny of challenge and/or question as to its application in any testing process.

The purpose of a job analysis is to do the following:



CPS HR will initiate the job analysis process by researching and studying the target rank through, at a minimum, literature reviews. Consultants will review information pertaining to the rank, including duty statements/job descriptions and any other available job-specific information. Furthermore, given our experience with promotional testing and assessment and job analysis studies for public safety, we have a database of tasks and KSAOs from which to pull.

From the information gathered, CPS HR will develop a preliminary list of tasks and KSAOs for the target rank. CPS HR will then convene a small panel of subject matter experts (SMEs) from the Department with significant knowledge of the target rank to review the initial list of tasks and

KSAOs for accuracy and completeness and assist in the development of task and KSAO statements that capture the unique aspects of the rank. It is assumed that no more than a half-day meeting will be needed with the SMEs to finalize the task and KSAO lists. It is also anticipated that the SME group will be gender and ethnically diverse (if possible) to ensure the integrity of the job analysis process from its inception and to decrease the likelihood of any unanticipated biases being introduced into the process.

CPS HR will then construct job analysis questionnaires (JAQs) for distribution to the incumbents and first-level supervisors of the target rank to solicit ratings regarding the frequency and criticality of job tasks and the criticality of KSAOs required upon appointment to the target rank. Following respondent completion of the JAQs, CPS HR will analyze the data to establish the frequency and importance of each task, the overall criticality of each KSAO, the linkage between the tasks and KSAOs, and when an incumbent must possess each KSAO. The documented job analysis data will then serve as the basis for subsequent examination design for the target rank, including appropriate weighting. The JAQs can be distributed in a web-based format and/or in hard copy format, based upon ease of completion consideration for the respondents and the Department's preference. Typically, completion of the questionnaire takes approximately two hours, although respondents will be provided with an ample overall response time of approximately two weeks to facilitate completion of the questionnaire in such a manner so as not to interfere with their regular duties and to ensure the collection of accurate, complete ratings. Respondents can also revisit the questionnaire at any time and continue from where they left off.

Examination Plan Development

An SME panel of Department representatives will be convened to assist in the examination development process for the target rank. This group of SMEs will be selected by the Department and may include the same SMEs who participate in the job analysis process.

The first step will be a review of the job analysis results for the target rank. Specifically, those critically important and/or frequently occurring job behaviors, tasks, and KSAOs that are amenable to the testing process will be identified. The initial criteria utilized in reviewing the job behaviors, tasks, and KSAOs will include the following:

Measurability

- Only those job behaviors/tasks/KSAOs that can be adequately (and reasonably) measured in the testing process will be considered.

Training Considerations

- Job Behaviors/Tasks/KSAOs that require specific skill training after hire or promotion in order to be successfully performed will be avoided.

Reliability/Standardization Considerations

- Those job behaviors/tasks/KSAOs that are deemed to be difficult or impossible to standardize, or to otherwise administer in a consistent manner, will be avoided.

Financial Considerations

- Job Behaviors/Tasks/KSAOs that would entail a prohibitively high financial outlay to simulate will be avoided.

Based on these considerations, CPS HR staff will work with the SME panel to select the job behaviors, tasks, and KSAOs to incorporate into a series of performance exercises appropriate to each target rank. The examination development process will be guided by CPS HR staff to ensure that the procedures are standardized; the KSAOs/job behaviors are measurable and/or observable; the criteria for evaluating these KSAOs/job behaviors are clear; a lucid, reasonable scoring method is produced; all examination components are customized and developed solely for the purposes of the Department; and any product resulting from the project will be legally defensible as defined in the aforementioned Uniform Guidelines and other professional and technical standards.

Written Examination Development, Administration, and Scoring

Develop a Written Examination

CPS HR will work with the Department to develop a timed, written, multiple-choice job-knowledge examination consisting of 100 questions created as part of this project for each rank. If source materials have not already been selected, CPS HR staff will coordinate with Department SMEs to finalize a reading list to be used by candidates for preparation for the written test and to be used as the basis for the development of the written test. CPS HR will work with the Department to identify acceptable source materials (including those sources that are internal to the Department) from which the test items will be developed. We will review previously used bibliographies and recommend changes, if necessary. Due to our nationwide presence, CPS HR staff is very familiar with the vast array of supervisory and emergency communications reading materials available in the market today and will make every effort to recommend source materials that facilitate the learning of meaningful knowledge and skills by the candidate group. This will, in turn, better prepare candidates for promotion and better differentiate the best-qualified candidates from less-qualified candidates, rather than merely identifying superficial reading materials that lead to an exercise in the memorization of trivial facts and figures.

Test items will be developed by CPS HR's pool of trained item writers and identified as to source, edition, and page in accord with the examination reading list. In order to ensure the integrity and security of the examination process, CPS HR will develop a larger pool of items than necessary for review by SMEs. The SMEs (under a confidentiality agreement) will then review the entire group of test items, eliminating those that are not relevant, appropriate, or applicable and editing others as necessary. Following review of the test items, CPS HR will choose those items to be included in the final version of the examination, thus limiting the exposure of test materials to members of the SME committee and protecting against the possibility of a security breach. We have utilized this methodology with other organizations and have found it to be both highly successful and well-accepted in the testing community.

Administer the Written Examination

Once the final version of the written examination is developed, CPS HR will be on-site to administer the written exam. CPS HR has extensive experience in the administration of written tests and will provide all materials necessary for the administration of the examination, including proctor's instructions, test booklets, item appeal forms, and answer sheets to maintain the security and integrity of the testing process.

Immediately following the administration of the written examination, candidates will have the opportunity to appeal any items they feel may be unfair or inconsistent with the source material

Town of Davie

Attention Vendor/Contractor/Firm:

As part of the processing and execution of the renewal with the Town, please return the signed contract renewal form along with the following additional documentation.

Vendor's Contract Renewal Checklist	Please Check Box When Completed
1.) Contract Renewal Form - Signed	☑
2.) Affidavit of Compliance with Foreign Entity Laws Form - Signed and Notarized	☑
3.) Affidavit of Compliance with Anti-Human Trafficking Laws Form - Signed and Notarized	☑
4.) Certificate of Insurance* - (listing the Town as additional insured with the contract # and title included in the description of operations box)	☑
5.) Complete PaymentWorks Registration (one time registration in the Town's Vendor Management website)	☑

*COI to be submitted and updated in PaymentWorks.

Town of Davie
Contract Renewal

This contract renewal by and between the Contractor and the Town of Davie defined below shall be effective as of the date this Contract Renewal is fully executed. To the extent the contract requires the Town to issue a Notice of Contract Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Contract Renewal.

Town Department: Fire Solicitation Type: Formal Solicitation

Contract Information	
Town Contract #: RFP-JA-19-124	
Lead Agency Name: Town of Davie	Lead Agency Solicitation #: RFP-JA-19-124
Lead Agency Solicitation Title Name: Fire Department Promotional Testing	
Lead Agency Contract Start Date: 1/15/2020	Town Reso(s) #: R2020-005, R2020-116
Current Contract Term End Date: 1/14/2025	Annual Contract Amount: $ 65,000.00

Contractor Information	
Company Name: COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING	
Address: 2450 Del Paso Road, Suite 220 Sacramento, CA 95834	
Company Contact Person: Matthew Christoffersen	
Phone #: 407-807-2409	Email: mchristoffersen@cpshr.us

Description of Services/ Reason For Renewal:
Provides testing for Fire Department promotional selections. We would like to utilize our option to renew with the same terms and conditions

Does Renewal Include a Price Increase? If so, provide details (attach pricing and justification):
n/a

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.) **CONTRACT RENEWAL/EXTENSION:** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

New Contract Term	
Beginning Date of New Contract Term: 01/15/2025	End Date of New Contract Term: 01/14/2027

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2.) **SUCCESSORS AND ASSIGNS:** This Contract Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3.) **ENTIRE AGREEMENT:** Except as expressly modified by this Contract Renewal, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Contract Renewal and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Contract Renewal to be duly executed by their authorized representatives.

(Continued on the next page)

DIVISION OF CORPORATIONS

Filing History

Fictitious Name Detail

Fictitious Name

CPS HR CONSULTING

Filing Information

Registration Number	G14000014324
Status	ACTIVE
Filed Date	02/10/2014
Expiration Date	12/31/2029
Current Owners	1
County	MULTIPLE
Total Pages	3
Events Filed	2
FEI/EIN Number	68-0067209

Mailing Address

2450 DEL PASO ROAD, SUITE 220
SACRAMENTO, CA 95834

Owner Information

COOPERATIVE, PERSONNEL SERVICES
2450 DEL PASO ROAD, SUITE 220
SACRAMENTO, CA 95834
FEI/EIN Number: NONE
Document Number: NONE

Document Images

02/10/2014 -- Fictitious Name Filing — View image in PDF format

01/08/2024 -- Fictitious Name Renewal Filing — View image in PDF format

08/28/2019 -- Fictitious Name Renewal Filing — View image in PDF format

Filing History

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Special Event

Item Number: 4D **Meeting Date:** 7/8/2025

City Reference Number (C#): C25158

Item Description:

A Resolution of the City of Sunrise, Florida, approving a request to Permit Consumption of Alcoholic Beverages at a Special Event at Markham Park on August 2, 2025; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25158
Applicant Letter

Background:
The City has received a Special Event Permit application from National Pan-Hellenic Council of Palm Beach County, Inc. for the "Tri-County Greek Picnic Event" at Markham Park, scheduled for August 2, 2025. Section 16-287 of the City Code allows for the Director of Community Development to issue a special event permit within Markham Park with a maximum daily attendance of 15,000 people. This special event proposes to have 1,000 or less people in attendance.

This special event proposes the consumption of alcohol which requires a separate approval in addition to the Special Event Permit. Section 3-2 of the City Code prohibits the consumption of alcoholic beverages in any public park unless special permission is obtained from the City Commission.

Staff is in the process of reviewing the application and is requesting City Commission approval for the consumption of alcohol at the subject event in Markham Park.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Aristeus Johns Phone: 954-746-3238

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A REQUEST TO PERMIT CONSUMPTION OF ALCOHOLIC BEVERAGES AT A SPECIAL EVENT AT MARKHAM PARK ON AUGUST 2, 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3-2 of the Code of Ordinances of the City of Sunrise, Florida, prohibits the consumption of alcoholic beverages in any public park unless special permission is obtained from the City Commission; and

WHEREAS, the National Pan-Hellenic Council of Palm Beach County, Inc (Applicant) has made application to the City for a special event permit to host the "NPHC Tri-County Greek Picnic Event" at Markham Park on August 2, 2025 with an approximate attendance of 1,000 persons, and has requested City permission for the consumption of alcoholic beverages in the park; and

WHEREAS, Section 16-287 of the Code of Ordinances of the City of Sunrise authorizes the Director of Community Development to approve a special event within Markham Park for events with a maximum daily attendance of not more than 15,000 people if all applicable requirements of Section 16-287 have been met.

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

Section 1. Authorization and Approval. Pursuant to Section 3-2 of the Code of Ordinances of the City of Sunrise, Florida, Applicant, National Pan-Hellenic Council of Palm Beach County, Inc is hereby granted special permission for the consumption of alcoholic beverages in Markham Park at the special event to be held on August 2, 2025. The Applicant is further required to comply with all State of Florida permitting requirements and with all City of Sunrise requirements including, but not limited to, Chapter 16 Article XVIII of the Code of Ordinances of the City of Sunrise, Florida.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

NATIONAL PAN-HELLENIC COUNCIL OF PALM BEACH COUNTY, INC
401 NORTH ROSEMARY AVENUE WEST PALM BEACH, FL 33401
Office: (561) 252-8545

June 18, 2025

City of Sunrise Commissioners
10770 West Oakland Park Blvd
Sunrise, Florida 33351

Re: Sunrise, FL Code of Ordinances, Sec. 3-2-Consumption in public places. Code 1972, § 14-2), Cross Reference-Public Property, § 2-371 et seq.

To Whom It May Concern:

This is to inform you that on August 2, 2025, from 12:00 p.m. to 6:00 p.m., we are hosting our NPHC Tri-County Greek Picnic Event at Markham Park in the City of Sunrise, FL. We are in the process of obtaining our approved licensed alcohol vendor for the event at Markham Park. As a result of this, we request permission from you to grant us allowance for alcohol being served at our above-mentioned event. Please be advised that the event will be approximately 1,000 people or less.

I thank you in advance and if there are any questions, please do not hesitate to contact Darnell Gardener at (954) 638-6028.

Sincerely,

Darnell Gardener
Committee Chair

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 4E **Meeting Date:** 7/8/2025

City Reference Number (C#): C25124

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Ticketing Services Agreement" between City of Sunrise and Nortap Technology, Inc, for use of the Showclix Ticketing Platform; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
001.36.46.572.503420 - Misc. Contract Services

Amount:
$26,000.00 Estimated Annual Cost
Not to exceed FY 2024/2025 Adopted Budget
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C25124
Ticketing Services Agreement
Sunbiz

Background:
The Leisure Services Department currently utilizes Vermont Systems (RecTrac) to sell tickets for a variety of Leisure Services programs. This software is specialized to the parks and recreation industry, but is not ideal for facilitating ticket sales/scans for areas such as theater shows or special events.

Staff has evaluated other options to enhance the experience for our residents when purchasing tickets for theatre shows and special events. It is important to have a program that provides a user friendly experience, including the ability to use a smart phone for tickets, eliminating the need for physical tickets. The proposed platform was identified to provide the most desirable ticketing solution to streamline the process and dramatically improve the overall customer experience for patrons attending shows at the Civic Center Theatre and other events.

It is requested that the City Commission authorize staff to enter into a Ticketing Service Agreement with Nortap Technology, Inc d/b/a Leap Event Technology for use of the ShowClix ticketing platform. The fees for this service will be based upon the number of tickets sold so the annual cost will vary from year to year, depending on the number of ticketed events and tickets sold.

It is also requested that the City Commission waive the City's formal bidding procedures pursuant to Section 5-173(c)(5) of the Code of the City of Sunrise, Florida for good cause as this software is very specialized and caters to the City's unique theatre and special event programming.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Nicolas Ortiz Phone: 954-747-4640

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "TICKETING SERVICES AGREEMENT" BETWEEN CITY OF SUNRISE AND NORTAP TECHNOLOGY, INC, FOR USE OF THE SHOWCLIX TICKETING PLATFORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Leisure Services Department requires a vendor to facilitate ticket sales and scans for theater shows and special events; and

WHEREAS, City staff has evaluated options within the industry and wishes to enter into a Ticketing Service Agreement with Nortap Technology, Inc for the use of the ShowClix ticketing platform; and

WHEREAS, the ShowClix platform offered by Nortap Technology, Inc is specialized and caters to the City's unique theatre and special event programming.

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

Section 1. The foregoing Whereas clauses are hereby ratified and confirmed as the legislative intent of this Resolution.

Section 2. A "Ticketing Services Agreement" (Agreement) between the City of Sunrise and Nortap Technology, Inc is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Director of Leisure Services and the Procurement Manager are hereby authorized to execute the Agreement.

Section 4. The City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise, Florida for good cause for the reasons set forth in this Resolution and accompanying Agenda Item.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Ticketing Services Agreement

This Agreement for Ticketing Services between City of Sunrise ("Client") and Nortap Technology, Inc. (d/b/a Leap Event Technology) ("Company") is entered into

_____("Effective Date"). The parties hereby agree as follows:

1. **Term.** The initial term of this Agreement shall begin on the Effective Date and continue for a period of five (5) years (the "Term"). In addition, contingent upon budget approval, the Client reserves the right, but not the obligation, to renew the Agreement for one (1) additional five (5) year term, under the same terms, conditions, and specifications, by written notification to the Company by the Client's Procurement Manager. After the termination date, this Agreement shall remain in effect with respect to events that were released for sale by Client through Company prior to the termination date until Settlement for such events has occurred.

   This Agreement may be terminated by either party upon ninety (90) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Agreement through no fault of the party initiating the termination. In the event the Company abandons this Agreement or causes it to be terminated by the Client, the Company shall indemnify the Client against any loss pertaining to this termination. In the event that the Company is terminated by the Client for cause 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 such provisions shall govern.

   This Agreement may be terminated by the Client without cause upon ninety (90) days' written notice to the Company. In the event of such a termination without cause, the Company shall be compensated for all services completed and accepted by the Client's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Company shall promptly submit its invoice for final payment and reimbursement under the terms of this Agreement to the Client.

   Any terms or conditions of this Agreement that require acts beyond the term of this Agreement, shall survive termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be enforceable by either party.

2. **Services and Responsibilities.**

   Company will provide the following under this Agreement: (a) provide a limited access license to use the ShowClix software platform ("the Platform"), (b) display and list Client's Events on Company's consumer website (the "Site"); (c) accept and process online, telephone and point-of-sale (box office), as applicable, orders for tickets to Client's events and process all credit card payments to said Events on Client's behalf; and (d) provide an accounting to Client of the fees and charges for each ticket processed through the Platform.

3. **Company as Exclusive Ticketing Agent.** Company will act as the sole and exclusive ticketing agent for Client's events ("the Event(s)). Client may sell tickets directly on their own but may not sell tickets via any of the following means through any other third party or ticketing software: online (internet), telephone, point-of-sale (box office), mobile device, or pre-printed.

4. **Fees.**

Company will charge Client the following fees. Client is responsible for directing Company to charge fees to purchasers.

4.1 ONLINE, MOBILE AND BOX OFFICE TICKET SALES:

Ticket Price	Per Ticket Service Fee
Free Tickets	$0.00
Paid Tickets	$2.00

4.2 COMPLIMENTARY TICKETS: Company will charge $0.00 per complimentary ($0 value) ticket issued.

4.3 CREDIT CARD PROCESSING: Company will process credit and debit card transactions on behalf of Client. A fee equal to 3% of the gross transaction amount for online, telephone, and box office credit or debit card transactions (when used by Client) will be charged to Client.

4.4 MERCHANDISE/PRODUCTS - Company will charge a fee of $1.00 per merchandise item/non-ticket product processed through the Platform. Client must contact Company Account Manager to have this service enabled.

4.5 BOX OFFICE: Company will charge a Box Office fee as outlined above per ticket when Client sells tickets to in person customers through the Platform.

5. **Event Operations**

Handheld Ticket Scanners, Boca Thermal Printers, USB/iPad credit card readers, USB Barcode Readers, and Netbooks can be rented or purchased for in-person events for a per-unit fee, based on availability. All Hardware is subject to Section 2 of the Ticketing Standard Terms and Conditions.

6. **Settlement.**

Company will collect all proceeds from ticket sales, deposit them into a separate account maintained by Company, and remit the portion of such proceeds due to Client less the amounts to which Company is entitled pursuant to this Agreement. The Company standard method of payment is by ACH electronic deposit, which will be processed 3-5 business days after event completion. All sales, fees, charges, and funds are payable in U.S. Dollars. In the event of canceled events, chargebacks, disputed transactions or any other circumstances

that may pose significant exposure, risk, or liability to Company, Company reserves the right to hold Settlement funds for a period of one hundred eighty (180) days.

8. **Standard Terms and Conditions.** This Ticketing Services Agreement consists of this Agreement, associated Exhibits A and B, and the company's Standard Ticketing Terms & Conditions. The Standard Ticketing Terms & Conditions, which contains terms regarding Optional Services & Related Fees, optional Leased Equipment, Ticket Allocations, Canceled Events & Refunds, Chargebacks, Event Restrictions & Misrepresentations, Indemnification can be found attached as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and the aforementioned Standard Ticketing Terms & Conditions to be duly executed as of the day and year first written above.

COMPANY:

NORTAP TECHNOLOGY INC.
Jim Barczak
Chief Revenue Officer
10675 Perry Hwy, #1316
Wexford, PA 15090

_____
Signature

_____
Date

WITNESS:

_____

CLIENT:

CITY OF SUNRISE, FLORIDA
10610 West Oakland Park Blvd
Sunrise, FL 33351

BY: _____
Victoria Hernandez
Assistant Procurement Manager

_____Day of _____, 20____

BY: _____
Kevin Pickard
Director of Leisure Services

_____Day of _____, 20____

EXHIBIT "A"

NORTAP TECHNOLOGY INC. dba LEAP EVENT TECHNOLOGY

COMPANY'S STANDARD TICKETING TERMS & CONDITIONS
(AS OF JUNE 27, 2023)

These standard ticketing terms and conditions apply to event organizers ("Clients") who use Leap Event Technology's ("Company") ShowClix and/or GrowTix ticketing platforms to sell and/or distribute event tickets or registrations.

1. **Optional Services and Related Fees.**

   (a) **Credit Card Processing Fees:** Where Client processes transactions using Company's merchant account, a processing fee as specified in the Agreement between Client and Company will apply to any and all transactions made using the Platform, including but not limited to ticket sales, ticket refunds, donations, product or merchandise sales, service fees, CSFs or any other financial transaction.

   (b) **Custom Seller Fee:** Client may use the Custom Seller Fee ("CSF") feature to collect additional fees from ticket buyers at the time of checkout. CSF settlements will be issued on the same schedule as Client's ticket sales settlements, as outlined in the Agreement between Client and Company.

   (c) **Additional Features**: Company may add new additional features and functionality from time-to-time. The use of these new features may incur additional fees and/or modification to the existing fee structure outlined in this ticketing services Agreement. All new fees or modification of existing fees that relate to the use of additional features and functionality will be presented to Client and require Client's online electronic acceptance and/or an additional executed agreement prior to activation.

2. **Equipment.** Client may lease the following equipment from Company for in-person events, per Client's request, according to the following terms:

   (a) **Leased Hardware.** Client may lease equipment from Company ("the Hardware")

   Client agrees to pay all shipping and insurance charges related to the delivery and return of Hardware. COMPANY DOES NOT GUARANTEE TO HAVE HARDWARE AVAILABLE AT ALL TIMES AVAILABLE FOR LEASE. To reserve Hardware, Client must request lease of the equipment, in writing at least 14 days in advance of the event date.

   i. **Use.** Client will keep and maintain the Hardware during the term of the Agreement in a good state of repair. Client agrees not to make any modifications to the Hardware or to use it for any other purpose outside of accessing and admitting ticket holders into their Event. Client shall monitor Hardware in Client's possession to prevent tampering.

   ii. **Loss or Damage.** Client will pay Company full compensation commensurate with Hardware Lease Agreement or Event Operations Agreement for replacement and/or repair of any Hardware which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair. Client will return Hardware in the same condition it was in at the time of rental, normal wear and tear excepted.

If Client receives Hardware that has been damaged in transit, Client is required to alert Company on the same business day that the damaged Hardware is received. Client is responsible for all damages incurred during return shipping. Company encourages Client to fully insure and appropriately package Hardware for return shipment to minimize the risk of damage.

iii. **Surrender.** Client acquires no ownership rights to Hardware and has no option to purchase said Hardware. Upon the expiration or termination of this agreement, Client will return the Hardware (at Client's expense) in good repair (ordinary wear and tear resulting from proper use is expected) to Company within seven (7) days of the Event date. Company will charge Client late fees according to schedule listed in Hardware Lease Agreement or Event Operations Agreement.

3. **Ticket Allocations.** Client is solely responsible for accurately maintaining the number of tickets available for sale through the Platform. Company will not be responsible in any way for over-selling Events (e.g. selling tickets in excess of the venue's capacity, where applicable, or in excess of the number of tickets Client intended to allocate to the Platform). Client agrees to reimburse Company for any and all costs, expenses and losses incurred by Company due to over-selling Events, and Company will be entitled to deduct such amounts from settlements.

4. **Purchaser Data/Opt-Outs.** Personally identifiable information with respect to persons who purchased tickets to Client's Events through Company and the Services or who otherwise interacted with the Services (such individual referred to as "Purchaser" and such data referred to as "Purchaser Data") shall be considered Client Data. Client hereby grants Company a irrevocable, fully-paid-up, royalty free, sublicensable, transferable, assignable, worldwide license and right to use the Purchase Data for Company's own, independent purposes, including, without limitation, for Company's independent marketing purposes, internal benchmarking, and to make improvements to the Services. Company represents and warrants that it has provide all notices and obtained all consents from all Purchasers necessary for Company's use of Purchaser Data as provided herein. Additionally, Client agrees to access, use, and disclose the Purchaser Data only in compliance with all applicable laws, rules, regulations, and administrative rulings and in accordance with Company's Privacy Policies and Client's own posted privacy policies. Company also requires that Client include in any email communications that Client may make based on the Purchaser Data a mechanism to provide the recipient with the right to opt-out from receiving further communications from Client and that Client honor such opt-out preferences. Notwithstanding anything to the contrary, Company will retain sole right in any other data that Company collects by any means under its own Privacy Policy, including, without limitation, such data that may be redundant to Purchaser Data.

5. **Canceled Events and Refunds.** All ticket sales are final unless Client's event is canceled. If Client's event is canceled for any reason and a complete refund must be issued to all ticket buyers, Client must inform Company of the cancellation as early as possible prior to the event start time and immediately provide Company funds sufficient to make all necessary refunds. Immediately upon Client notifying Company of such cancellation, Company has the right to invoice Client for the balance of the total amount of all refunds due and any other amounts owed to any and all ticket buyers, minus any settlement payments due and owing to Client at that time. From such amount, Company will refund to ticket buyers the ticket face value, minus any applicable ticket buyer Service Fees. It is agreed and understood that Company

is the ticketing agent of Client and therefore Company's obligation to make any refunds is subject to and limited by Company holding or receiving from Client the full amount of funds necessary to make refunds to any and all ticket buyers entitled to a refund due to cancellation of Client's event. Client may authorize Company to issue refunds for any other reason, at Client's own discretion, and in such event Company may deduct the amounts of such refunds from the settlements. If settlements are insufficient, Client shall provide Company sufficient funds to make refunds immediately upon notice thereof. Company is not obligated to issue such refunds until sufficient funds are provided or made available by Client. Client agrees that Company shall be entitled to retain all service fees assessed with respect to the initial sale of the refunded tickets.

6. **Chargebacks, Insurance** Client is responsible for any Chargebacks that Company receives from its merchant bank in connection with Client's events. Company reserves the right to deduct Chargebacks from settlements or to charge the Chargebacks to Client. For purposes of this Agreement, "Chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g. cardholder dispute, fraud, declined transaction, returned tickets for Cancelled Events, etc.). Company will charge Client a **$15.00 fee per lost Chargeback** to cover associated card fees. In the case where Client is responsible for payment processing using Client's own merchant account, Client has sole responsibility for any Chargeback(s) it may receive. In order to mitigate potential Chargebacks, Company may offer optional ticket protection to consumers at time of purchase.

7. **Event Restrictions.** When submitting Events to the Platform, it is Client's responsibility to provide any restrictions associated with said Events. Events that require a restriction for admission, including, but not limited to, age, school or organizational affiliation, hardware or software requirements, or other characteristics, must be clearly stated by Client upon submission to the website. It is Client's responsibility to ensure that said restriction is lawful and does not violate any federal, state, or local laws prior to submitting Events to Company.

8. **Advertising and Linking.**
   (a) Client may include the Company logo or website address in all forms of online and offline advertising, mailings, commercials, radio spots, or brochures that Client creates or controls. In addition, Client may display the Company logo on its website to provide a hyperlink to Company' website with a call to action such as "*Buy Tickets.*"

   (b) Client grants Company a limited right to use Client's name, logo, and/trademark for advertising, publicity, press releases and/or materials distributed to prospective customers.

9. **Taxes.** Client is solely responsible for submission and payment of any applicable federal, state, and/or local taxes. For example, some states may charge an amusement or other tax on certain types of Events. It is Client's responsibility to know if any applicable laws apply and to adjust the ticket price accordingly to account for payment of these taxes. Client agrees to pay any and all sales taxes due and owing as a result of an audit liability/assessment of Company.

10. **Access; Safeguards.** Client understands and agrees that the site may, at times, be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment or communications malfunctions; (ii) periodic maintenance, repairs, or administrative reviews which we may undertake from time-to-time; or (iii) causes beyond our control or which are not reasonably foreseeable by Company.

Client has established, and shall at all times during the term of this Agreement maintain and comply with, reasonable administrative, organizational, technical, and physical controls that prevent the Company System from being accessed or used in any manner in violation of any applicable terms or other agreements between Company and ticket purchasers (including in violation of any prohibitions or use restrictions contained therein, such as prohibitions on copying the site or any of its content). Client shall immediately notify Company in writing upon becoming aware of any such conduct or activity. In addition to Client's other hold harmless obligations in this Agreement, Client hereby agrees to hold harmless Company and its affiliates from and against any claims, actions, demands, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Company as a result of or in connection with any such conduct or activity. Client acknowledges that data (including Purchaser Data) may travel through or be stored in infrastructures in the United States of America.

11. **Representations and Warranties.**

11.1 Each party to the Agreement represents, warrants and covenants to the other that:

(a) It is duly organized and in good standing under the laws of its state of organization and has the requisite power to enter into and perform the Agreement;

(b) The Agreement has been duly authorized, executed and delivered by it and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;

(c) The entering into and performance of the Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of such party's charter or bylaws, or violate the rights of any third party, or result in any breach of, or constitute a default under, any other agreement to which they are a party, including, without limitation, any agreement of Client's for the sale or other disposition of Tickets for an Event; and

(d) The individual executing the Agreement, and whose signature appears below is empowered to execute the Agreement.

11.2 Company represents, warrants and covenants to Client that:

(a) Company has sufficient rights to use and license the Company System and all elements thereof as contemplated herein;

(b) The operation of the Company System will be undertaken in a manner reasonably adequate for the performance of Company's obligations under the Agreement. Neither occasional short-term interruptions of service, which are not unreasonable under comparable industry standards, nor interruptions of service resulting from events or circumstances beyond Company's reasonable control, shall be cause for any liability or

claim against Company hereunder, nor shall any such occasion render Company in default under the Agreement;

(c) UNLESS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION AND/OR AVAILABILITY. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS". COMPANY DOES NOT WARRANT THE RESULTS OF USE OF THE COMPANY SYSTEM, AND CLIENT ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO;

(d) CLIENT SHOULD NOTE THAT IN USING THE COMPANY SYSTEM, CLIENT INFORMATION WILL TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES WHICH ARE NOT UNDER COMPANY'S CONTROL. COMPANY MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD PARTY INFRASTRUCTURES. THIRD PARTY INFRASTRUCTURES MAY BE BASED IN OR TRAVEL THROUGH THE UNITED STATES OF AMERICA.

11.3. Client represents, warrants and covenants to Company that:

(a) Client has agreements to use each venue at which any of its Events are held with respect to in-person events and is duly authorized to execute and deliver the Agreement for ticketing services and/or software licensing and to schedule and present Events at the venue(s) and/or utilize the Platform, as applicable;

(b) Client initiated the negotiation which culminated in the execution of the Agreement and is free to enter into and perform the Agreement, and is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute the Agreement and perform its obligations under the Agreement;

(c) There is no existing agreement or understanding between Client, and/or any venue or any venue's owner or operators and any third party respecting the sale of tickets for any Event held at any venue, or other agreement entered into by Client, that would invalidate or contradict with the Agreement; and

(d) The number of Tickets put on sale for each Event does not and will not exceed legal, fire, or other restrictions of the venue or of governmental agencies or laws. Client is solely responsible for maintaining ticket allocations within legal limits and Company will not be responsible in any way for the over-selling of an Event. Client will reimburse Company for all expenses related to the over-selling of an Event and Company will be entitled to deduct such amounts from Client's settlement.

12. **Misrepresentation of Events.** Events must be accurately and truthfully described when Client submits Event listings to the Company website. If Company discovers and determines, in our sole discretion, that Client misrepresented an Event, Company will cancel the Event and a refund will be issued to Ticket purchasers. If Company determines that Client repeatedly engages in the conduct described in this section, Client's account will be terminated and any other Events submitted by Client will be cancelled.

13. **Technical Support.** Company will provide support in dealing with any difficulties which may arise in connection with Client's use of the Company website. Company attempts to provide such support in a timely manner, but cannot guarantee to respond to your inquiry by a particular time.

14. **Security and Compliance.** Company will take reasonable measures to maintain Client's data in a secure manner. Company will provide Client with credentials that allow Clients to add, modify, or update its data. Client will be solely responsible for the confidentiality of its credentials and for any authorized or unauthorized access to this site by any person using Client's credentials. Client agrees to notify Company of any unauthorized use of its credentials or any other breach of security discovered by Client. Company is responsible for maintaining PCI Compliance. Upon request, Company will provide Client with an up-to-date Attestation of Compliance. Client may still be required to obtain their own PCI Attestation of Compliance and reference Company as a Service Provider. Client should consult with their bank for further guidance. Company agrees to cooperate with Client regarding legally required notices to individuals, regulatory entities, law enforcement, and state agencies.

15. **Disclaimer of Warranties.** THE COMPANY SERVICE AND PLATFORM ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT CLIENT'S SOLE RISK. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE SITE, PLATFORM, OR THE SERVICE PROVIDED BY COMPANY WILL MEET CLIENT'S REQUIREMENTS; (C) THAT THE SITE WILL BE SECURE, UNINTERRUPTED, ACCESSIBLE, OR ERROR-FREE; AND/OR (D) THAT ANY INFORMATION OR MATERIAL OBTAINED FROM THE SITE WILL BE ACCURATE, RELIABLE, COMPLETE, OR FREE FROM VIRUSES OR OTHER FORMS OF MALICIOUS OR DESTRUCTIVE CODE. NO ADVICE OR INFORMATION OBTAINED BY CLIENT FROM COMPANY, WHETHER IN ORAL, WRITTEN, OR ELECTRONIC FORM, RELATING TO CLIENT'S USE OF THIS SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

16. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SITE OR SERVICE, OR THE INTERNET GENERALLY, INCLUDING, BUT NOT LIMITED TO: (A) CLIENT'S USE OR INABILITY TO USE THE SITE; (B) ANY CHANGES TO OR INACCESSIBILITY OF THE SITE; (C) ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY TRANSMISSION OR DATA; (D) ANY MATERIAL OR DATA TRANSMITTED OR RECEIVED OR NOT TRANSMITTED OR RECEIVED; AND/OR (E) ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO CLIENT. CLIENT'S SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO THE TOTAL FEES AND CHARGES PAID BY CLIENT TO COMPANY AND WILL NOT EXCEED THAT AMOUNT. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING OUT OF COMPANY'S FAILURE TO MAINTAIN PCI COMPLIANCE AND SECURITY OR PRIVACY LAWS, RULES, OR REGULATIONS SUCH

AS BUT NOT LIMITED TO REASONABLE TECHNICAL AND OPERATIONAL STANDARDS TO SECURE, ENCRYPT, AND PROTECT CREDIT CARD DATA AND BANKING INFORMATION, WILLFUL MISCONDUCT, FRAUDULENT ACTION, OR GROSS NEGLIGENCE.

17. Hold Harmless and Insurance.

17.1 **Unless otherwise stated in this Agreement,** Client shall hold harmless Company, its Affiliates, and their respective successors, assigns, officers, directors, employees and agents ("Company's Entities") from, any and all claims, damages, actions, losses, liabilities, costs and expenses, foreseen or unforeseen, of any kind, including attorney fees ("Damages"), imposed on, incurred by, or asserted against Company's Entities occurring as a result of, or in connection with, a) any Event of Default (as defined below) under the Agreement by Client; b) any Event including but not limited to physical damage or personal harm incurred in connection therewith; c) any cancellation, postponement, rescheduling, or delay of an Event, d) Client's failure to allocate a sufficient number of Tickets for an Event, e) any use of the Platform, f) any use or attempted use by a Buyer of counterfeit Tickets, g) Client's use of any Buyer's profile information or communication with any Buyer, h) Client's violation of applicable laws, rules, or regulations (including, without limitation, applicable data security or privacy laws, rules, or regulations), or i) any allegation that the Event or any portion thereof (or the streaming of the Event or any portion thereof by Company or any of Company's Entities), infringes, misappropriates, or violates any third party's intellectual property rights or any other alleged patent, trademark, or copyright infringement asserted against Company's Entities with respect to the Event, except to the extent that any such claim under subsections a) through i) arises from or relates to Company's gross negligence or willful misconduct with respect thereto. The term "Affiliate" means any person or entity controlling, controlled by, or under common control with a stated party.

17.2 **Unless otherwise stated in this Agreement,** Company shall hold harmless Client, its Affiliates, and their respective successors, assigns, officers, directors, employees and agents ("Client's Entities ") against and hold harmless from, any and all Damages, imposed on, incurred by, or asserted against Client's Entities occurring as a result of, or in connection with, a) any Event of Default (as defined below) under the Agreement by Company; or b) any alleged patent, trademark or copyright infringement asserted against Client's Entities Indemnities with respect to Client's authorized use of the Platform, except to the extent any such claim under subsections a) or b) arises from or relates to Client's gross negligence or willful misconduct with respect thereto.

17.3 Company agrees to maintain Information Security/Cyber and Privacy Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate, or a $1,000,000 Combined Single Limit. For policies written on a "Claims-Made" basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Company agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Company of the obligation to provide replacement coverage.

18. **Termination**. The Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of the Agreement by the other party, after the other party has received written notice of default and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such default (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

19. **Integration and Conflicting Terms.** This Agreement, including our service charges and fees, constitute the complete and exclusive statement and agreement between Company and Client with respect to the website and supersedes any and all prior or contemporaneous communications, representations, statements, agreements, and understandings, whether in oral, written, or electronic form, between Client and Company concerning the use of the website.

20. **Independent Contractors.** Company and Client are and will be independent contractors and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other.

21. **Confidentiality and Non-Disclosure.** Client understands and acknowledges that Company is the owner of valuable trade secrets and confidential, non-public, and proprietary information (collectively "Confidential Information") and acknowledges that the services which Company perform involve the furnishing of Confidential Information to Client including, but not limited to: (1) sales; and (2) business strategy, and that the goodwill of Company depends, in part, upon Client keeping such information confidential. Confidential Information" means all confidential and proprietary information of a party that constitutes a trade secret under Florida law which is disclosed to the other party and designated in writing as Confidential Information prior to or at the time of disclosure. Company shall separately submit and conspicuously label as "Confidential Information – Do Not Produce" any material (a) that Company contends constitutes or contains its trade secrets under the Florida statutes, or (b) for which Company asserts a right to withhold from public disclosure as confidential. Upon request by Client, Company must promptly identify the specific applicable statutory section that protects any particular document. Any failure by Company to strictly comply with the requirements of this section shall constitute Company's waiver of Client's obligation to treat the material as Confidential Information. Company must indemnify and defend Client and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Confidential Information in response to a third-party request. Company's indemnification obligations under this Section shall not be subject to Section 16's Limitation of Liability. Client agrees to use your best efforts to protect Company Confidential Information and to implement security measures to keep said information confidential. Except pursuant to court order or the prior written consent of Company or Company's failure to comply with this Section, Client agrees to not disclose, distribute, sell, license, transmit, or disseminate any Confidential Information to any other party or permit or cause any unauthorized party to disclose, examine, and/or reproduce any reports, documents, transmissions, or data containing Confidential Information prepared or owned by Company. If Client is requested or required to disclose

Confidential Information pursuant to legal proceedings, you will promptly notify Company so that we may prepare a response to said legal proceedings.

22. **Modification and Amendment.** Company has the right, at any time upon 60 days prior notice and with Client's written consent, to add to or modify the terms of this Agreement by delivering such amended terms to Client by email at the address provided to Company by Client. No modification made in the agreement will be binding upon Company unless it is agreed upon in writing by both parties.

23. **Force Majeure.** If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party will be excused to the extent that it is prevented, hindered, or delayed by such causes.

24. **Severability.** If any one or more of the provisions contained in this Agreement will for any reason be found to be invalid, illegal, or unenforceable in any respect, said finding will not affect the remaining provisions of this Agreement, which will be enforceable to the fullest extent permitted by law.

25. **Governing Law and Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws of that or any other jurisdiction. Each party hereby consents and voluntarily submits to exclusive personal jurisdiction and venue by and in the state courts of the State of Florida, in and for Broward County. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

27. **Notice.** Except as provided herein, all notices relating to the site, Client's use thereof and/or this Agreement sent by either party will deemed to be delivered when sent via email to the other party's last known email address.

28. **Remedies.** In order to avoid irreparable injury to Company, in the Event of any breach or threatened breach by Client of the provisions of this Agreement, Company will be entitled to an injunction and/or other equitable relief restraining such breach. Nothing in this Agreement will be construed as prohibiting Company from pursuing any other remedies available to us for such breach or threatened breach, including the recovery of monetary damages from Client.

29. **Headings and Order.** The headings and sequential order of the sections contained in this Agreement are for convenience only and will have no substantive or procedural effects in construing the provisions of this Agreement.

30. **Discriminatory Vendor List.** Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Company represents that it

has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

31. **Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Company certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

32. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

    Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Company certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Company further certifies that it is not engaged in business operations in Cuba or Syria.

    Pursuant to Section 287.135, Florida Statutes, Client may, at the option of the City Commission, terminate this Agreement if Company is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

33. **Compliance with Laws.** Companies and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

34. **Electronic Record Keeping.** Company certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

35. **Public Records Law.** The Company shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Company and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Company shall: (a) keep and maintain public records required by the Client to perform the Services provided hereunder; (b) upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that

public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Company does not transfer the records to the Client; and (d) upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Company or keep and maintain public records required by the Client to perform the service. If the Company transfers all public records to the Client upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client. If the Company fails to comply with the requirements in this Section 25, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Company fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE COMPANY SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

36. E-Verify – Employment Eligibility.

36.1 Company warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Company (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Company's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

36.2 Company shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Company shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

36.3 Client shall terminate this Agreement if it has a good faith belief that Company has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Client has a good faith belief that Company's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Client shall notify Company to terminate its contract with the subcontractor and Company shall immediately terminate its contract with the subcontractor.

36.4 If Client terminates this Agreement pursuant to the subsection 35.3 above, Company shall be barred from being awarded a future contract by Client for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Company shall also be liable for any additional costs incurred by Client as a

result of the termination.

Foreign Gifts and Contracts. Pursuant Fla. Stat. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Company shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Company represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to Client before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

37. **Prohibited Telecommunications Equipment.** Company represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Company represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

38. **Antitrust Violations.** The Company has a continuous duty to disclose to the Client if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Company certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the Client consistent with Section 287.137, Fla. Stat. as amended.

39. **Entities of Foreign Concern.** The provisions of this section apply only if Company or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Company represents and certifies: (i) Company is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Company; and (iii) Company is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Company and any Subcontractor that will have access to personal identifying information shall submit to Client under Section 27, Notices, executed Exhibit "B" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the Client attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

EXHIBIT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (Only *applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20____, by _____, as _____for _____, who is personally known to me or who has produced _____as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____My commission expires: _____

Detail by Entity Name

Foreign Profit Corporation
NORTAP TECHNOLOGY, INC

Filing Information

Document Number	F21000005999
FEI/EIN Number	85-2842168
Date Filed	10/12/2021
State	DE
Status	ACTIVE

Principal Address

10675 PERRY HWY #1316
WEXFORD, PA 15090

Changed: 03/11/2024

Mailing Address

10675 PERRY HWY #1316
WEXFORD, PA 15090

Changed: 03/11/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY, INC.
1201 HAYS ST
TALLAHASSEE, FL 32301

Officer/Director Detail

Name & Address

Title CEO, Director

JENKINS, MARC
10675 PERRY HWY #1316
WEXFORD, PA 15090

Title President, Secretary, Director

Marty, Michael
10675 PERRY HWY #1316
WEXFORD, PA 15090

Title Treasurer

Drass, Justin
10675 PERRY HWY #1316
WEXFORD, PA 15090

Title CFO, Director

Pendleton, Alex
10675 PERRY HWY #1316
WEXFORD, PA 15090

Annual Reports

Report Year	Filed Date
2023	03/21/2023
2024	03/11/2024
2025	01/13/2025

Document Images

01/13/2025 -- ANNUAL REPORT	View image in PDF format
03/11/2024 -- ANNUAL REPORT	View image in PDF format
03/21/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
10/12/2021 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4F **Meeting Date:** 7/8/2025

City Reference Number (C#): C25155

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Joint Participation Agreement between Broward County and City of Sunrise for the Relocation, Disposal, and Adjustment of City Utilities related to County's Pine Island Road Project from SW 36 Street to Nova Drive"; and providing and effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
465.66.70.533.506510 - Construction
Project 507213 - South Pine Island Road Watermain Relocation

Amount:
$1,186,000.00

ATTACHMENTS:

ATY Resolution - C25155
Joint Participation Agreement

Background:
The City of Sunrise, Utilities Department owns and operates water and sewer infrastructure within portions of the Town of Davie. Broward County is undertaking a project to design and construct roadway improvements on sections of South Pine Island Road, from Nova Drive to SW 36th Street, in the Town of Davie. The proposed improvements involve the expansion of an existing four-lane roadway into a six-lane divided highway and includes the construction of wider sidewalks on both sides of the corridor, along with additional improvements relating to drainage, signalization, irrigation, landscaping, and a bulkhead wall adjacent to the canal. This segment of roadway is within Broward County right-of-way.

The Utilities Department has existing watermains and other infrastructure located within the project corridor that are required to be relocated in order for the County to complete their project. The Utilities Department is responsible for the cost of relocating these utilities.

Rather than performing the utility work itself, the Utilities Department has requested that the County include the utility work within the scope of work for the roadway improvements project and include the Utilities Department utility work within County's solicitation of bids for the Project. The Utilities Department will be responsible for all costs associated with the utility work, including but not limited to applicable pro-rata portions of all permitting, design, and 12% of the construction and engineering inspection costs of the County's project (currently estimated not to exceed $1,186,000.00).

In order for the County to include the utility work as part of the overall Project, a Joint Participation Agreement (JPA) is required. Authorization is requested from the City Commission to authorize the City Manager to sign this JPA.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Rodrigo de Castro Phone: 954-888-6055

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "JOINT PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR THE RELOCATION, DISPOSAL, AND ADJUSTMENT OF CITY UTILITIES RELATED TO COUNTY'S PINE ISLAND ROAD PROJECT FROM SW 36 STREET TO NOVA DRIVE"; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City of Sunrise owns and operates water and sewer infrastructure within portions of the Town of Davie. Broward County is undertaking a project to design and construct roadway improvements on sections of South Pine Island Road, from Nova Drive to SW 36 Street, in the Town of Davie (the "Project"); and

WHEREAS, the City owns water utility lines and other infrastructure located within the Project that are required to be relocated in order for the County to complete the Project ("City Utility Work"); and

WHEREAS, the Utilities Department has requested that the County include the City Utility Work in the Project's scope of work and in the County's solicitation of bids for the Project; and

WHEREAS, in order for the County to include the relocation of the City's infrastructure in the Project, a Joint Participation Agreement between the City and the County is required.

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

Section 1. A "Joint Participation Agreement between Broward County and City of Sunrise for the Relocation, Disposal, and Adjustment of City Utilities Related to County's Pine Island Road Project From SW 36 Street to Nova Drive" (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Agreement.

Section 3. City staff are hereby authorized to perform all acts required for the full performance of the Agreement, including executing any extensions or renewals upon the approval of the City Attorney; however, any amendments require approval of the City

Commission. The Director of Utilities shall provide the City Clerk a copy of any executed extension or renewal.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this ____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

JOINT PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR THE RELOCATION, DISPOSAL, AND ADJUSTMENT OF CITY UTILITIES RELATED TO COUNTY'S PINE ISLAND ROAD PROJECT FROM SW 36 STREET TO NOVA DRIVE

This is a Joint Participation Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a municipal corporation organized and existing under the laws of the State of Florida ("City") (collectively, the "Parties").

RECITALS

A. County is undertaking the design and construction of road improvements on sections of Pine Island Road as outlined in Exhibit A (the "Project Corridor"). The Project Corridor improvements involve the expansion of an existing four-lane roadway into a six-lane divided highway and includes the construction of wider sidewalks on both sides of the Project Corridor, along with additional improvements relating to drainage, signalization, irrigation, landscaping, and a bulkhead wall adjacent to the canal (collectively, the Project").

B. City has existing water utility lines and other infrastructure located within the Project Corridor that are required to be relocated so that County may complete the Project ("City Utility Work").

C. Rather than performing the City Utility Work itself, City has requested that County include the City Utility Work within the scope of work for the Project and include the City Utility Work within County's solicitation of bids for the Project.

D. As part of County's delivery of the City Utility Work as part of the overall Project, City is willing to provide funding to County to cover all costs associated with the City Utility Work, including but not limited to applicable pro-rata portions of all permitting, design, and 12% of the construction and engineering inspection costs of the Project (collectively, "City Costs") if County is willing to include the City Utility Work as part of the overall Project.

E. County is willing to include the City Utility Work as part of the overall Project subject to City paying the City Costs; City is committing to provide at its sole cost the ongoing and perpetual maintenance and repair of the relocated utilities, including compliance with existing Broward County Highway Construction and Engineering Division permit conditions; and City is agreeing to pay (or reimburse County for) any damage to the Project Corridor and Project work caused by City's maintenance and repair of the relocated utilities.

F. County has determined that it is a mutual benefit to the residents of County and City to perform the City Utility Work as part of the Project, subject to the terms and conditions of this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.

1.3. **County Administrator** means the administrative head of County, appointed by the Board.

1.4. **County Attorney** means the chief legal counsel for County, appointed by the Board.

1.5. **Division** means the Broward County Highway Construction and Engineering Division.

ARTICLE 2 - TERM; SCOPE OF PARTICIPATION AND COSTS

2.1. Term. The term of this Agreement shall begin on the date it is signed by both Parties and shall end upon final completion of the Project, unless otherwise terminated as provided in this Agreement.

2.2. City Costs. Except as provided in Sections 2.4 and 2.5 below, the City Costs associated with the Project shall not exceed One Million One Hundred Eighty-Six Thousand Dollars ($1,186,000). City agrees to pay County this amount within 30 calendar days after County and City agree on the documents described in Section 2.3 below. Within 30 calendar days after final completion of the Project, County will refund to City such portion of the City Costs, if any, that remain unspent after deducting the actual City Costs.

2.3. Preparation and Approval of Plans and Documents. County will have the Project consulting engineer prepare signed and sealed construction plans, specifications, and a cost estimate for the Project, including a breakdown of costs associated with the City Utility Work (which will include both costs that are specific to the City Utility Work as well as an estimated pro-rata portion for the City Utility Work of design costs, construction engineering and inspection ("CEI") services, and other joint activities that are inextricably intertwined between the Project as a whole and the City Utility Work). The design elements and other aspects of the City Utility Work will be separated in the various solicitations (e.g., design consultant, construction, etc.) issued by County for the Project. Upon County and City joint written approval of the plans, specifications, and cost estimates prepared, County will incorporate such items in the County's solicitation for bids for the Project.

2.4. Plan Review and Bidding; City Approval of Bid. City will assist County during the plan review and bidding process of the construction contract by providing responses to the vendors' requests for information regarding the City Utility Work. Upon opening of the bids for the

construction of the Project and prior to award to a contractor, County will furnish City with a copy of the overall low bid it received. If the actual cost of the City Utility Work, without modifications, results in a sum greater than that paid by City, then such sum shall be the sole responsibility of City and shall be paid to County within 10 calendar days after the award to the contractor. If City fails to timely give written notice of its acceptance of the bid (if within the original cost estimate), County, through the Contract Administrator, may terminate this Agreement. Upon such termination, City must remove all City utilities from the Project Corridor within 90 calendar days after termination so that County may timely proceed with the Project without the need to perform the City Utility Work.

2.5. Unforeseen Conditions; Increase in City Costs. If, during construction of the City Utility Work, unforeseen conditions (as defined in County's contract with the construction contractor) are discovered that require a change order to complete the City Utility Work that increases the overall costs to complete the City Utility Work, County will provide City with prompt notice of such matters. City agrees to pay such additional costs associated with the City Utility Work. Such additional amounts must be paid to County by City within 30 calendar days after the contractor provides an approved invoice to County for the work and County thereafter provides City with such invoice.

2.6. City Permit Fee Waiver. City agrees to waive all City permit and inspection fees, including permit security requirements, related to the Project.

2.7. Non-City Permits. To the extent deemed necessary by the Contract Administrator, City agrees to act as an applicant and sign applicable permit applications that may be required by non-City government agencies for the Project.

2.8. Transfer of Documents after Final Completion. Upon completion of the Project Corridor and associated Project, City will receive copies of all reports and documentation related to the Project, including a set of signed and sealed certified as-built drawings, including electronic PDF and AUTOCAD files, and warranties for the Project.

ARTICLE 3 – POST-CONSTRUCTION OBLIGATIONS

3.1. Survival of Provisions. All of City's obligations provided for in this Article 3 shall survive the expiration or earlier termination of this Agreement.

3.2. City Continued and Perpetual Maintenance and Repair Obligations. County is undertaking the City Utility Work for the benefit of City. As consideration for County allowing City's utilities to remain on County property, upon completion of the Project, City will retain ownership of the utility lines and infrastructure associated with the City Utility Work and shall be responsible, at its sole cost and expense, for its continued and perpetual maintenance and repair of the City Utility Work, including the performance of any repair and restoration of County property that may be impacted by City's maintenance and repair to the City Utility Work in the Project Corridor.

For purposes of this Agreement, the Project will be considered completed upon (1) final inspection by the Division, and (2) final acceptance by the Contract Administrator.

3.3. Relocation or Alteration of Utilities in Project Corridor. City cannot relocate, replace, modify, or alter all or any part of the utilities located in the Project Corridor without first obtaining all required permits from the Division and such other agencies as may be required under applicable law. Any such relocation, replacement, modification, or alteration of such utilities, to the extent such activities shall disturb any portion of the construction work done for the Project, is also subject to the prior written approval of the Contract Administrator for such relocation, replacement, modification, or alteration.

3.4. Performance of Maintenance and Repair Obligations. City's maintenance obligations under this Agreement may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the services. If City contracts with a third party, City will remain fully responsible hereunder and must ensure that the third party complies at all times with each and every term, condition, duty, and obligation of the City set forth herein.

3.5. Obligation to Restore. To the extent that City's performance of its maintenance and repair obligations under this Agreement results in any alterations or damage to County property, City shall be financially responsible for restoring the County property to its condition prior to City's activities. If City fails to make such restoration within 30 calendar days after County's written demand, County may make the restoration and then invoice the City for the costs thereof. City must pay such invoice within 30 calendar days after receipt.

ARTICLE 4. TERMINATION

4.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten calendar days after receipt of written notice identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by County, which termination date shall be not less than 30 calendar days after the date of such written notice. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience, including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective 30 calendar days after such notice of termination for cause is provided.

4.2. If County elects to terminate this Agreement before construction work on the Project begins, then County will refund City's payment to City in full. If County elects to terminate this

Agreement during the period when construction work on the Project is ongoing, then County will prorate the refund of City's payment based on the portion of the City Utility Work that will not be performed. City's post-construction obligations under Article 3 are not modified as a result of the termination of this Agreement for any reason.

4.3 Notice of termination shall be provided in accordance with Article 5 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 4.1 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 5 of this Agreement.

ARTICLE 5. NOTICES

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party through written notice.

FOR COUNTY:

Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300-B
Plantation, Florida 33324
Email: rtornese@broward.org

FOR CITY:

Director of Utilities, City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
Email: rdecastro@sunrisefl.gov

With a copy to :

City Manager
City Manager's Officer
10770 West Oakland Park Boulevard
Sunrise, FL 33351
Citymanager@sunrisefl.gov

With a copy to :

City Attorney
City Attorney's Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351
CityAttorney@sunrisefl.gov

ARTICLE 6. SOVEREIGN IMMUNITY; INDEMNIFICATION

6.1. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

6.2. Indemnification.

6.2.1. If City contracts with a third party to perform any of City's obligations under this Agreement ("Contractor"), City shall ensure that contract includes the following provision:

> Contractor shall indemnify and hold harmless Broward County ("County") and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Contractor under this Contract may be retained by County until all of County'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 County. These indemnifications shall survive the term of this Contract.

6.2.2. If County contracts with its own Contractor to perform any of City's obligations under this Agreement, County shall ensure that contract includes the following provision:

> Contractor shall indemnify and hold harmless City of Sunrise, and County and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by the Contract Administrator and County Attorney, any sums due Contractor under this Contract may be retained by County until all of County'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 County. These indemnifications shall survive the term of this Contract.

6.3. The provisions of this article will survive the expiration or earlier termination of this Agreement.

ARTICLE 7. INSURANCE

7.1. City and County are governmental entities and are fully responsible for the acts and omissions of their agents or employees, subject to any applicable tort claims limitations of Section 768.28, Florida Statutes. Upon request by either party, each party must provide the other with written verification of liability protection that meets or exceeds any requirements of Florida law.

7.2. If City or County contract with a third party to perform any of its obligations stated in this Agreement, City and County shall require that each such third party procure and maintain insurance coverage that adequately covers its exposure based on the services provided. City or County must ensure that all such third parties name City of Sunrise and Broward County as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to perform its obligations under this Agreement until the insurance requirements of the subcontractor under this Section are met. If requested by either party, each party shall furnish evidence of insurance for all such third parties.

7.3. County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

7.4. Coverage is not to cease and is to remain in full force and effect until all services being performed by the third party on behalf of either party are fully completed.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

8.2. Status of Project Corridor Nothing in this Agreement changes the functional classification of Pine Island Road as a County Road.

8.3. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City that are related to the performance of its obligations in this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make the same available in written form at no cost to County.

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

8.4. No Partnership or Grant of Authority. Except as expressly provided for in this Agreement, neither City nor County are acting as officers, employees, or agents of the other, and shall not have the power or right to bind the other to any obligation not expressly undertaken by County under this Agreement.

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

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A Party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

8.7. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its respective duties, responsibilities, and obligations pursuant to this Agreement.

8.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of

competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.9. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

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

8.11. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.12. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.13. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

8.14. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the same. All commitments, agreements, or understandings of the Parties concerning the subject matter of this Agreement are contained herein.

8.15. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibit A is incorporated into and made a part of this Agreement.

8.16. Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates Applicable Law. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

8.17. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

8.18. Iron and Steel Products. If this Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

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

8.20. Time of the Essence. Time is of the essence for City's performance of the duties, obligations, and responsibilities required by this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__; and City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
Mayor

____ day of _____, 20__

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

By_____
Gavin P. Rynard (Date)
Assistant County Attorney

By_____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

JOINT PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR THE JOINT PARTICIPATION FOR THE RELOCATION, DISPOSAL, AND ADJUSTMENT OF CITY UTILITIES RELATED TO COUNTY'S PINE ISLAND ROAD PROJECT FROM SW 36 STREET TO NOVA DRIVE

CITY

ATTEST:

_____
CITY CLERK

CITY OF SUNRISE

By: _____
CITY MANAGER

_____
Print Name

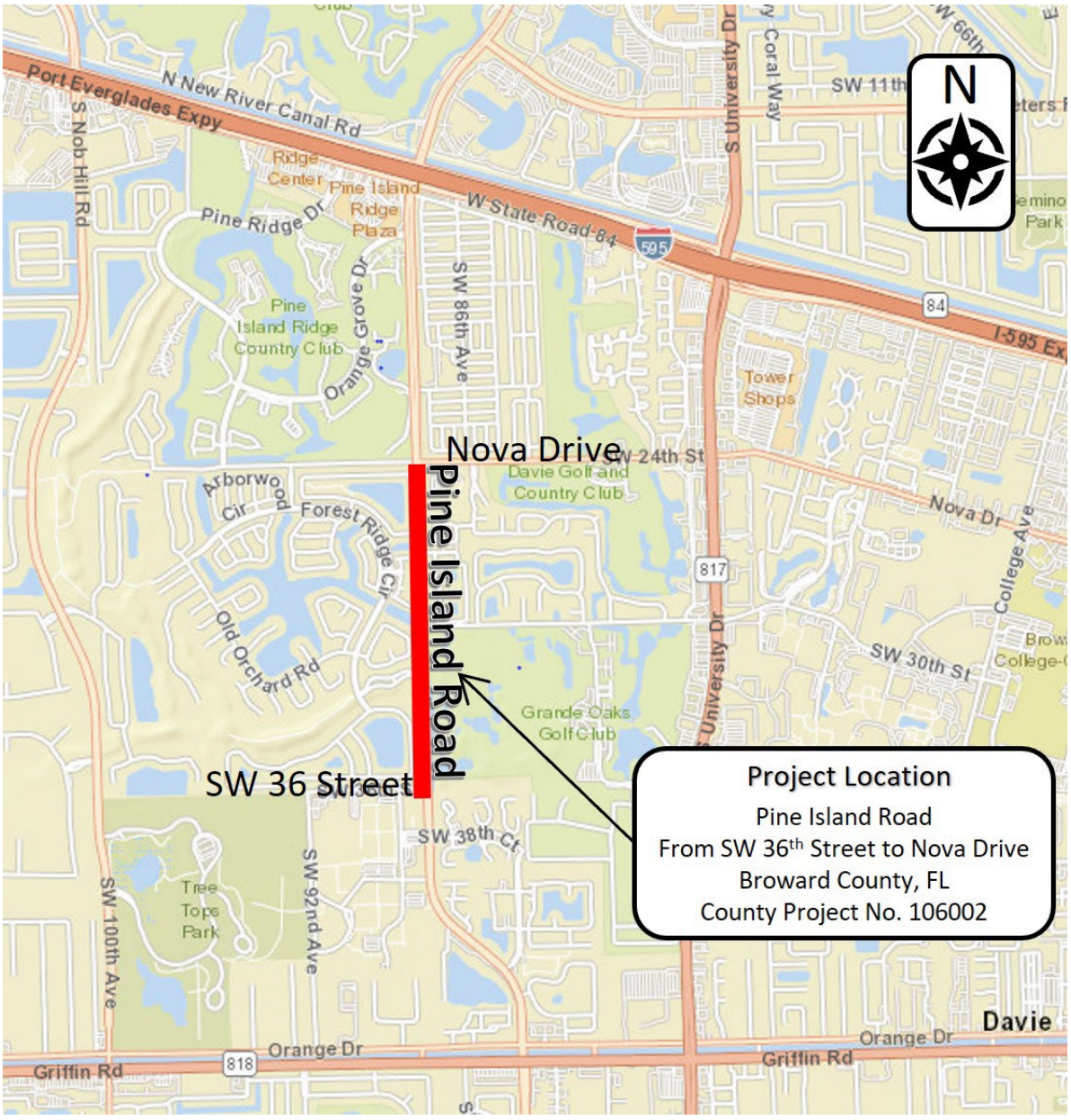
_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

EXHIBIT A

PROJECT LOCATION



CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Equipment

Item Number: 4G **Meeting Date:** 7/8/2025

City Reference Number (C#): C25167

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-13-06-HR between the City of Sunrise and Shade Systems, inc." Utilizing the School Board of Alachua County Contract Award No. IFB 24-13 for Sun Shade Structures and Miscellaneous Outdoor Accessories; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

325.66.70.519.506505 - Construction Other Costs
Project #006207 - Municipal Campus Expansion

Amount:

$53,093.40

ATTACHMENTS:

ATY Resolution - C25167
Piggyback Agreement 25-13-06-HR
Exhibit A - Award Letter, Bid Submission and Bid IFB 24-13
Exhibit B - Quote
Sunbiz

Background:
The City of Sunrise broke ground on the Municipal Campus Expansion in early 2021. The project includes the design and construction of a new City Hall building, a free-standing parking garage, upgrades and expansion to the existing amphitheater including a new great lawn, covered walkways, site work, and demolition of the existing City Hall and old fire station buildings. The City began occupying the new City Hall building in July of 2023 and the parking garage opened in February 2025. One of the components of the project that is still under construction is the observation deck which includes a City logo, flag poles, lighting, and shade structures.

The City of Sunrise requires a qualified contractor to supply shade sails for the shade structures for Municipal Campus observation deck. The Utilities Department has identified a Bid awarded by the School Board of Alachua County that will satisfy the City's needs. The School Board of Alachua County awarded Bid No. IFB 24-13 to Shade Systems, Inc. on October 4, 2023 for Sun Shade Structures & Misc. Outdoor Accessories. The award includes pre-established line item pricing to be used for the equipment and services provided to City of Sunrise.

Staff is seeking approval to piggyback the award between the School Board of Alachua County and Shade Systems, Inc. in order to benefit from pricing established in 2023, as well as benefiting from a savings on the administrative costs and time associated with soliciting these services.

Since the purchase will be made using an existing governmental contract, it is requested to waive the City's formal bidding procedures pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:

Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "PIGGYBACK AGREEMENT NO. 25-13-06-HR BETWEEN THE CITY OF SUNRISE AND SHADE SYSTEMS, INC." UTILIZING THE SCHOOL BOARD OF ALACHUA COUNTY CONTRACT AWARD NO. IFB 24-13 FOR SUN SHADE STRUCTURES AND MISCELLANEOUS OUTDOOR ACCESSORIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified contractor to supply observation deck sails; and

WHEREAS, after competitive procurement, the School Board of Alachua County awarded Contract No. IFB 24-13 for Sun Shade Structures and Miscellaneous Outdoor Accessories to Shade Systems, Inc. on October 3, 2023.

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

Section 1. The above stated recitals are hereby adopted as true and incorporated herein.

Section 2. "Piggyback Agreement No. 25-13-06-HR between the City of Sunrise and Shade Systems, Inc." (Agreement) is hereby approved in the amount of $53,093.40. The Procurement Manager is authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager or designee is hereby authorized to extend, amend or renew the Agreement, when it is extended, amended or renewed by the lead agency.

Section 4. Because this purchase will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 5. The City Manager and the Director of Utilities are hereby authorized to approve change orders in excess of the purchase price provided the aggregate amount of any change orders does not exceed $10,000.00. The Director of Utilities shall provide the City Clerk with copies of any approved change orders.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PIGGYBACK AGREEMENT NO. 25-13-06-HR
BETWEEN THE CITY OF SUNRISE
AND SHADE SYSTEMS, INC.

This Piggyback Agreement No. 25-13-06-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Shade Systems, Inc., a Florida corporation (Contractor) this ___ day of _____, 2025.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the School Board of Alachua County (Awarding Entity) awarded Shade Systems, Inc. Bid No. IFB 24-13 for Sun Shade Structures & Misc. Outdoor Accessories and entered into (Contract) dated October 4, 2023. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through October 31, 2025. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit B.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Owner
Shade Systems, Inc.
4150 SW 19th St.
Ocala, FL 34474

If to City, to: John T. Curran, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

_____ a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

_____ **b. Insurance Requirements**. This provision shall supersede and replace Insurance Certification Form of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's

review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

☑ **c. Indemnification.** This provision shall supersede and replace Item 54 of General Conditions of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☑ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers,

employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☑ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☑ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL

(CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☑ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☑ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☑ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☑ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☑ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☑ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☑ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☑ **n. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☑ **o. Antitrust Violations**

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of

this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

_____ p. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "__" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Additional Provisions:

_____

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibit A and Exhibit B shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit A and Exhibit B in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
John T. Curran, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P, Moss, City Attorney

SHADE SYSTEMS, INC.

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT "A"

BOARD MEMBERS

Tina Certain
Diyonne McGraw
Sarah Rockwell, Ph.D.
Leanetta McNealy, Ph.D.
Kay Abbitt

SUPERINTENDENT OF SCHOOLS

Shane L. Andrew, Superintendent

Alachua County Public Schools

District Office
620 East University Avenue
Gainesville, Florida
32601-5498

www.sbac.edu
(352) 955-7300

Mission Statement: We are committed to the success of every student!

October 4, 2023

Shade Systems Inc.
4150 SW 19th St.
Ocala, FL 34474

RE: SBAC IFB 24-13, Sun Shade Structures & Misc. Outdoor Accessories- Catalog Discount- **Contract Award**

Dear Mr. Purkis:

It is our pleasure to inform you that on October 3, 2023, the School Board awarded to your firm a contract for the provision of purchasing, delivery, and installation of sun shade structures and other miscellaneous outdoor accessories to various schools and centers, on an as-needed basis, in accordance with your response to the referenced Invitation For Bid. The contract documents shall consist of the IFB, your firm's Bid response, purchase order, and this award letter. Contract award is contingent on your firm's strict compliance with the Bid specifications, terms and conditions, and all pertinent laws of the State of Florida.

The initial term of contract shall be approximately two (2) years, beginning October 4, 2023, and ending October 31, 2025. Thereafter the contract may be renewed for two (2) additional one (1) year periods under the same terms and conditions as the original Bid, with the consent and agreement of both parties.

Prior to performance of contract, please submit a Certificate of Insurance via email to Brenda Lezama at lezamabd@gm.sbac.edu. Minimum insurance requirements can be found in Attachment A of the IFB. The School Board shall also be named as "additionally insured' under the comprehensive general liability policy. Your firm is not authorized to proceed with any contract services until all certificates have been received and accepted by the District.

We look forward to a successful business relationship with your firm. If you have any questions, please do not hesitate to contact our offices at (352) 955-7582.

Sincerely,

Lauren Ryan

Lauren Ryan
Purchasing Agent
cc: File

Shade systems™

the coolest solutions under the sun®

September 5, 2023

School Board of Alachua County
District Office – Purchasing Department
620 East University Avenue
Gainesville, FL 32601

RE: IFB # 24-13, Sun shade Structures and Misc. Accessories (catalog discount) - 3:00 P.M.
September 6, 2023

Dear Sir or Madam:

Enclosed you will find our bid submittal pursuant to the above-referenced request for Bid Proposals. Also enclosed is a stamped, self-addressed envelope for your use in returning a copy of the bid tabulation.

Please note the important benefits provided by Shade Systems products:

- **Turn-N-Slide™** easy canopy removal system at each and every rafter corner. (see page 5 of enclosed product catalog and the enclosed information sheet) - makes it easy to remove **AND** re-attach canopy in the event of hurricanes. Covered by a 10 year warranty,
- **20 year** post and frame warranty – Non Pro-Rated
- **10 year** fabric and stitching thread warranty – Non Pro-Rated
- Vinyl covered stainless steel cables, covered by a 10 year warranty.
- Shade Systems is the only manufacturer whose time-tested Turn-N-Slide easy fastening system has been in continuous use for over 20 years and has been through countless hurricanes.
- Shade Systems has the largest and best equipped shade structure manufacturing plant located right in Florida at over 100,000 s.f. where all processes are performed under one roof.

Thank you for the opportunity to bid your shade requirements. We look forward to being of further service to you.

Sincerely,

Jeremy Purkis
Architectural Specialist
Encl.

CELEBRATING 20 YEARS OF EXCELLENCE 2003-2023

4150 Southwest 19th Street • Ocala, FL 34474
Tel: 352-237-0135 • Fax: 352-237-2256 • Toll Free: 1-800-609-6066 • www.shadesystemsinc.com

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA **SUBMIT BID TO:** *See Bid mailing instructions on page 2*	**INVITATION FOR BID** **Bidder Acknowledgement and Acceptance Form**
BID TITLE: SUN SHADE STRUCTURES AND MISC. ACCESSORIES (CATALOG DISCOUNT)	**BID NO.** 24-13
DELIVERY F.O.B. DESTINATION: All Designated Schools and Centers	**ISSUE DATE:** August 25, 2023 **PURCHASING DEPARTMENT PHONE/FAX #** (352) 955-7582 / (844) 269-9018
BID DUE DATE AND TIME: September 6, 2023 @ 3:00 PM EST	**BID OPENING: Purchasing Department**

A pre-bid meeting is scheduled for **N/A.** This is a **N/A meeting**.

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME: Shade Systems, Inc.

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT: Alan Bayman - OWNER

TYPED TITLE: Architectural Specialist

BIDDER MAILING ADDRESS: 4150 SW 19th Street, Ocala, FL 34474

AREA CODE/PHONE # 800-609-6066	FAX #: 352-237-2256
BIDDER EMAIL ADDRESS: jeremy@shadesystemsinc.com	BIDDER WEB ADDRESS: shadesystemsinc.com
DATE: 9/05/2023	EIN/FEDERAL TAX ID#: 42-1571783

PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 76): ☒ YES ☐ NO

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Unless exception to this condition is checked below, Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

NO BID **THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:**

☐ 1. Insufficient time to respond to the IFB
☐ 2. Could not meet the specifications
☐ 3. Does not offer the product or service specified
☐ 4. Our production/service schedule will not permit a response
☐ 5. Remove our name from this bid list only
☐ 6. Other_____

FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.

USE OF FEDERAL FUNDS: If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this IFB, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked. Paragraphs not checked below do not apply to this IFB.

☐ Paragraph 66 ☐ Paragraph 67 ☒ Paragraph 68 ☒ Paragraph 69 ☒ Paragraph 70 ☒ Paragraph 71 ☒ Paragraph 72 ☒ Paragraph 73 ☒ Paragraph 74

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall ☑ each box in the "Verified" column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
X	Bidder Acknowledgement and Acceptance Form	1
X	Proof of E-Verify Participation Enclosed (see Attachment A, Item 76)	1
X	Statement of Principal Place of Business	4
X	Debarment Form	5
X	Jessica Lunsford Act Form	6
X	Small/Minority Business Enterprise Form	7
X	Common Carrier Insurance Waiver Form	8
X	Insurance Certification Form	9
X	Attachment C – Form of Proposal	30-31
X	Bidder Questionnaire	32-33
X	References	34
REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (www.sbac.edu)		

FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.

An official website of the United States government
Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name

Shade Systems, Inc.

Doing Business As (DBA) Name

Company ID

456519

Enrollment Date

Oct 13, 2011

Employer Identification Number (EIN)

421571783

Unique Entity Identifier (UEI)

DUNS Number

167709091

Total Number of Employees

20 to 99

NAICS Code

339

Sector

Manufacturing

Subsector

Miscellaneous Manufacturing

Edit Company Information

Employer Category

Employer Category

Federal Contractor without FAR E-Verify Clause

Edit Employer Category

Company Addresses

Physical Address

4150 SW 19th Street
Ocala, FL 34474

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

This form is ☐ applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is ☒ not applicable to this IFB and **shall not** be included in Bidder's Bid.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM

(To be completed by each Bidder or Bid will be deemed Non-Responsive)

Name of Bidder: Shade Systems, Inc.

Identify the state in which the Bidder has its principal place of business: Florida

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.

NOTICE: Section 287.084(2), Florida Statutes, provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, Please Select One)

☐ The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

☐ The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)]**.

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

☐ The bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: ***[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)]***.

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's state of bar admission and bar/license #: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition t other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
Shade Systems, Inc.	IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Jeremy Purkis - Architectural Specialist	
SIGNATURE DATE	9/05/2023

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

A. If Bidder's performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.

B. If Bidder's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. 943.0435(1)(a)1., relating to the registration of an individual as a sexual offender; Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section 775.30, relating to terrorism; Section 782.04, relating to murder; Section 787.01, relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section 826.04, relating to incest; Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Bidder's work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees' line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder's license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder's employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE
Shade Systems, Inc.	**IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)**
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Jeremy Purkis - Architectural Specialist	
SIGNATURE	DATE
	9/05/2023

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable[1], Bidder represents that it is either a

☐ Small Business Enterprise, as defined in FS 288.703(6),

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American Hispanic American

Asian American Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	Subcontractor Name	Small/MBE Designation (see above)	Estimated Dollar Value of Services
1.			
2.			
3.			

NAME OF BIDDER	BID # AND TITLE
Shade Systems, Inc.	**IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)**
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Jeremy Purkis - Architectural Specialist	
SIGNATURE	DATE 9/05/2023

[1] If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

COMMON CARRIER INSURANCE WAIVER REQUEST FORM

This waiver is ☒ applicable to the IFB. This waiver is ☐ not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
Shade Systems, Inc.	**IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)**
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Jeremy Purkis - Architectural Specialist	
SIGNATURE	DATE 9/05/2023

INSURANCE CERTIFICATION FORM

This form ☒ **is applicable** ☐ **is not applicable** to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable ☒ Not Applicable ☐

Workers Compensation – Coverage A

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

Comprehensive General Liability

- **$1,000,000 Each Occurrence**
- **$1,000,000 Per Project Aggregate**
- **$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

Comprehensive Automobile Liability (Combined Single Limit)

- **$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Professional Liability Insurance - $1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Pollution Liability Insurance - $1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Umbrella/Excess Liability Insurance- $1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* Bidder is **NOT** authorized to proceed with the services until all the insurance certificates have been received and accepted. Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contact award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of the District Administration Building at above address; by facsimile transmission to: 844.269.9018).

Company Name: Shade Systems, Inc. Date: 9/05/2023

Authorized Signature:

Printed Name: Jeremy Purkis Title: Architectural Specialist

Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: Jeremy Purkis Title: Architectural Specialist

Phone #: 800-609-6066 Fax #: 352-237-2256

Email: jeremy@shadesystemsinc.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2023

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

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

PRODUCER Brown & Brown of Florida, Inc. PO Box 2412 Daytona Beach FL 32115	CONTACT NAME: Elinn Peacock PHONE (A/C, No, Ext): (386) 944-5804 FAX (A/C, No): (386) 333-6113 E-MAIL ADDRESS: elinn.peacock@bbrown.com
INSURED SHADE SYSTEMS INC 4150 SW 19TH STREET OCALA FL 34474	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Insurance Co — 24112 INSURER B : Technology Insurance Co Inc — 42376 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22-23/23-24 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CWP113089T	11/04/2022	11/04/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CWP113089T	11/04/2022	11/04/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CWP113089T	11/04/2022	11/04/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4278204	07/20/2023	07/20/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	INLAND MARINE			CWP113089T	11/04/2022	11/04/2023	LEASED/RENTED INSTALLATION FLTR	25,000 100,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
SCHOOL BOARD OF ALACHUA COUNTY IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

ALACHUA COUNTY PUBLIC SCHOOLS
620 E UNIVERSITY AVE
GAINESVILLE FL 32601

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	SHADE SYSTEMS INC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

PROFESSIONAL LIABILITY:
CARRIER: LLOYDS OF LONDON
POLICY NUMBER: B0621PSHAD000323
EFFECTIVE DATES: 02/26/2023-02/26/2024
CLAIM/AGGREGATE: 2,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED-ONGOING OPERATIONS)
2) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS (ADDITIONAL INSURED-COMPLETED OPERATIONS)
3) CG7137 1112 - COMMERCIAL GENERAL LIABILITY CONTACTORS ENDORSEMENT (WAIVER OF SUBROGATION, PRIMARY & NON-CONTRIBUTORY)

WORKERS COMPENSATION
1) WC000313 04/84 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY
THE UMBRELLA LIABILITY FOLLOWS FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYER'S LIABILITY PER FORM CU0001 0413.

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ATTACHMENT C
FORM OF PROPOSAL
IFB 24-13-
SUN SHADE STRUCTURES
& MISC. ACCESSORIES (CATALOG DISCOUNT)

(Duplicate page as needed for each proposed manufacturer/brand category)

Bidder (Company) Name: Shade Systems, Inc.

Bidder Instructions: Bidder shall input a discount percentage (%) amount, out to the tenths digit (0.0%), for one or more manufacturers and/or product offerings below. Discount offered shall be applicable to all payment methods.

Proposed Manufacturer (Print): Shade Systems, Inc.

Catalog Title: Shade Systems, Inc Volume #: 2021 Effective Dates: 2021 to present

Product Offering: List by proposed manufacturer: Shade Systems, Inc. - Fabric Tensioned Shade Structures

Discount: Bids shall be submitted in the form of a percentage (%) discount amount, out to the tenths digit (i.e., 58.5%), deducted (-) from current, unaltered, published Manufacturers' Suggested Retail Prices (MSRP). Indicate "All Products" if discount offered applies to all products in manufacturer catalog. Multiple discounts may also be offered in lieu of a single discount based on defined manufacturer product/brand categories. Shipping and/or installation would be quoted before an order is placed.

#	Manufacturer/Product/Brand Category(s)	Discount (%) off MSRP/List Price
1.	All Products (See catalog and price lists included)	20.0 %
2.	Delivery method #1 (Materials only)	20.0 %
3.	Delivery method #2 (Installation included)	20.0 %
4.	Installation of products (Optional)	20.0 %
5.		%
6.		%

Is discount offered equal to or greater than that offered other school districts within the State of Florida of equal or greater size than District? ☒ Yes ☐ No

Does your firm represent proposed manufacturer product line on State of Florida Contract? ☒ Yes ☐ No

Quantity Discount: ☐ Not offered ☒ Offered on a quote basis at time of order or ☐ as follows:

#	Price Range Price range is: ☐ MSRP ☐ Net of discount	Discount (%) off MSRP/List Price
1.	$ — $	%
2.	$ — $	%
3.	$ — $	%
4.	$ — $	%
5.	$ — $	%
6.	$ — $	%

Delivery shall normally be within 40 business days from receipt of order.

☐ Check (✓) if additional page(s) have been submitted as a supplement to this proposal form.

Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Bidder shall acknowledge receipt and acceptance of any addenda issued in the spaces provided below.

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

ATTACHMENT C
FORM OF PROPOSAL
IFB 24-13
SUN SHADE STRUCTURES &
MISC. ACCESSORIES (CATALOG DISCOUNT)

Questionnaire: Bidder shall provide all information requested below, which shall serve as a basis for order processing and product pricing. Failure to indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified in IFB. However, the inclusion of any additional terms and conditions not specifically allowed or otherwise found unacceptable may cause rejection of Bid. Should sufficient space not be provided to enable a complete response, Bidder may submit an attachment to Bid response.

Failure to provide all information as requested may result in disqualification of Bid.

Bidder (Company) Name: Shade Systems, Inc.

Business Operations

Bidder is a: ☒ Manufacturer ☐ Wholesale Distributor ☐ Retail Dealer

Is your business office staffed during regular business hours? ☒ Yes ☐ No Hours: 8:00 AM to 5:00 PM

Experience

Years in business under present name: 20 years

Years providing products/services within the State of Florida: 20 Years Alachua County: 20 Years

Has your firm ever done business with the District? ☒ Yes ☐ No

Does your firm currently have term contracts with any school districts within State of Florida? ☒ Yes ☐ No

If yes, list primary accounts: Volusia County School Board

Designated Account Representative

Name: Jeremy Purkis Title: Architectural Specialist

Phone #: 800-609-6066 Fax #: 352-237-2256

Email: jeremy@shadesystemsinc.com

Is Account Representative available to make on-site visits within District upon request? ☒ Yes ☐ No

Designated Account Representative (Inside Sales)

Name: Jeremy Purkis Title: Architectural Specialist

Phone #: 800-609-6066 Fax #: 352-237-2256

Email: jeremy@shadesystemsinc.com

Quotations

Requests for price quotations shall be sent to: ☒ Account Representative ☐ Account Representative (Inside)

☐ Other: _____

Facility (Service Dispatch/Warehouse)

Contact Name: Jeremy Purkis Title: Architectural Specialist

Address: 4150 SW 19th Street

City/State/Zip: Ocala, FL 34474

Phone #: 800-609-6066 Fax #: _____

Purchase Orders ☒ Check (✓) if same as "Facility"

Contact Name: same as above Title: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Purchasing Card

Does your firm currently accept Visa™ Purchasing Card as form of payment? ☒ Yes ☐ No

Exceptions: _____

Ecommerce

Internet URL: shadesystemsinc.com

Check (✓) if available online: ☒ Product Catalog ☐ MSRP ☐ Discounted Prices as offered District

Can product orders be placed online? ☐ Yes ☒ No If yes, with ☐ P-Card ☐ Purchase Order

Exceptions: Orders can be placed via email as well.

Please include as an attachment to Bid response an explanation of your firm's on-line ordering process and requirements, including any procedures that apply to P-Card purchases.

Product/Pricing Information (Check (✓) as applicable)

Product Information shall be provided in the following format: ☒ Published Catalog(s) ☒ Descriptive Price List

☒ On-line Catalog Website ☒ Electronic Catalog ☐ Third Party (Mfg.) Catalog(s)

Alternate Product Catalog: ☐ Submitted with Bid response (See item 20 above)

MSRP shall be verified by accessing the following: ☒ Published Catalog(s) ☒ Descriptive Price List

☐ On-line Catalog Website ☐ Electronic Catalog ☐ Third Party (manufacturer) Catalog(s)

Delivery

Delivery shall normally be made by: ☐ Own vehicle ☒ Other: Common Carrier

Returned Item(s)

Product(s) may be returned within 0 business days of receipt of order.

Exceptions: Products are custom built, and are non-refundable.

Will a restocking fee be charged for returned product? ☐ Yes ☐ No

If yes, re-stocking fee is N/A % of total cost of product (≤ 20%).

References

Provide three (03) references from commercial accounts or other public agencies within the State of Florida that your firm has provided contract services within the past two (02) years.

1. Company/Organization name: City of Clearwater

   Address: 100 S. Myrtle Ave. City/State/Zip: Clearwater, FL 33756

   Contact name: Matthew Anderson Title: Parks Senior Manager

   Telephone #: (727) 562-4856 Under current contract: ☒ Yes ☐ No

2. Company/Organization name: Indian river County Parks and Recreation

   Address: 1590 9th St. SW City/State/Zip: Vero Beach, FL 32962

   Contact name: Dave Smith Title: Aquatics Manager

   Telephone #: (772) 226-1780 Under current contract: ☒ Yes ☐ No

3. Company/Organization name: City of Maderia Beach

   Address: 200 Rex Place City/State/Zip: Madeira Beach, Florida 33708

   Contact name: Jay Hatch Title: Director of Parks and Recreation

   Telephone #: (727) 392-0665 Under current contract: ☐ Yes ☒ No

2023 LIST -PRICES FOR PRODUCTS

Price List No. ALTNS082823

Model #	W	x	L	8' high	10' high	12' high	14' high	Ship Wt - to 10'	Ship Wt - to 12'	Ship Wt - to 14')	SQ FT
SQUARES:											
S1010	10	x	10	4,733	4,899	5,119	5,401	691	760	836	100
S1212	12	x	12	4,923	5,095	5,325	5,618	704	774	852	144
S1515	15	x	15	6,246	6,464	6,755	7,127	782	860	946	225
S2020	20	x	20	6,996	7,241	7,567	7,983	841	925	1,075	400
S2525	25	x	25	10,621	10,993	11,488	12,120	1,580	1,775	1,996	625
S3030	30	x	30	15,107	15,636	16,339	17,238	2,392	2,632	2,872	900
S3535	35	x	35	23,828	24,662	25,772	27,189	2,554	3,328	3,568	1,225
S4040	40	x	40	30,874	31,955	33,392	35,229	3,368	3,728	4,093	1,600
S4545	45	x	45	42,685	44,179	46,168	48,707	4,299	4,529	4,769	2,025
S5050	50	x	50	50,904	52,686	55,057	58,085	4,794	5,053	6,268	2,500
S6060	60	x	60	63,533	65,757	68,716	72,495	6,569	6,962	7,356	3,600
RECTANGLES:											
R1015	10	x	15	6,121	6,335	6,620	6,984	755	831	914	150
R1020	10	x	20	6,948	7,192	7,515	7,929	782	860	946	200
R1520	15	x	20	7,363	7,621	7,964	8,402	810	895	985	300
R0830	8	x	30	9,759	10,100	10,555	11,135	746	821	903	240
R1530	15	x	30	10,374	10,737	11,220	11,837	775	865	955	450
R1225	12	x	25	7,363	7,621	7,964	8,402	827	918	1,010	300
R1425	14	x	25	7,571	7,836	8,189	8,639	838	929	1,022	350
R1825	18	x	25	8,715	9,020	9,426	9,944	888	979	1,077	450
R2025	20	x	25	9,336	9,663	10,098	10,653	950	1,121	1,233	500
R2030	20	x	30	11,121	11,511	12,029	12,690	1,075	1,250	1,500	600
R2035	20	x	35	17,327	17,934	18,741	19,771	1,844	2,036	2,228	700
R2040	20	x	40	20,144	20,849	21,787	22,985	1,982	2,174	2,366	800
R2530	25	x	30	19,185	19,856	20,750	21,891	2,030	2,222	2,414	750
R2535	25	x	35	20,985	21,720	22,697	23,945	2,044	2,274	3,066	875
R2540	25	x	40	21,228	21,971	22,959	24,222	2,134	2,326	3,295	1,000
R3035	30	x	35	21,228	21,971	22,959	24,222	2,224	2,516	3,486	1,050
R3040	30	x	40	23,611	24,437	25,537	26,941	2,416	3,083	3,361	1,200
R3045	30	x	45	28,702	29,707	31,044	32,751	2,592	3,157	3,436	1,350
R3050	30	x	50	30,111	31,165	32,568	34,359	3,253	3,432	4,010	1,500
R3550	35	x	50	32,278	33,408	34,911	36,831	3,324	3,602	3,851	1,750
R4050	40	x	50	38,672	40,026	41,827	44,128	4,018	4,296	4,574	2,000
R4055	40	x	55	43,222	44,735	46,748	49,319	4,252	4,535	4,813	2,200
R4060	40	x	60	46,251	47,870	50,024	52,775	4,442	4,571	5,886	2,400
R5060	50	x	60	61,749	63,910	66,786	70,460	4,532	5,732	6,126	3,000
MULTI_LEVELS:											
ML3030	30	x	30	34,499	35,707	37,314	39,366	3000	3278	3556	900
ML3535	35	x	35	46,876	48,517	50,700	53,488	3896	4174	4452	1,225
ML4040	40	x	40	61,253	63,397	66,250	69,893	4330	4608	4886	1,600
ML4545	45	x	45	77,505	80,218	83,827	88,438	5204	5482	5760	2,025
ML5050	50	x	50	90,632	93,804	98,025	103,416	5879	6157	6435	2,500
ML3040	30	x	40	45,876	47,482	49,618	52,347	4025	4303	4581	1,200
ML3545	35	x	45	60,253	62,362	65,168	68,752	4280	4558	4836	1,575
ML4050	40	x	50	72,504	75,042	78,419	82,732	4899	5177	5455	2,000
MLH30	30	dia.		28,624	29,625	30,959	32,661	3000	3278	3556	585
MLH40	40	dia.		40,125	41,530	43,398	45,785	3896	4174	4452	1,040
MLH50	50	dia.		70,629	73,101	76,391	80,592	5204	5482	5760	1,625
MULTI_PANELS:											
MP3030	30	x	30	19,941	20,639	21,568	22,754	3000	3278	3556	900
MP3535	35	x	35	31,454	32,555	34,020	35,891	3896	4174	4452	1,225
MP4040	40	x	40	40,754	42,180	44,078	46,503	4330	4608	4886	1,600
MP4545	45	x	45	56,346	58,318	60,942	64,294	5204	5482	5760	2,025
MP5050	50	x	50	67,192	69,544	72,674	76,671	5879	6157	6435	2,500
MP3040	30	x	40	31,165	32,256	33,708	35,561	4025	4303	4581	1,200
MP3545	35	x	45	42,607	44,098	46,082	48,617	4280	4558	4836	1,575
MP4050	40	x	50	51,047	52,833	55,211	58,247	4899	5177	5455	2,000
MPH30	30	dia.		23,981	24,820	25,937	27,363	3000	3278	3556	585
MPH40	40	dia.		31,454	32,555	34,020	35,891	3896	4174	4452	1,040
MPH50	50	dia.		59,600	61,686	64,462	68,007	5204	5482	5760	1,625

SINGLE POST PYRAMIDS:										
SP0808	8	x	8	5,393	5,582	5,833	6,154	404	444	489	64
SP1010	10	x	10	5,573	5,768	6,028	6,359	424	466	513	100
SP1212	12	x	12	5,746	5,947	6,214	6,556	446	491	540	144
SP1515	15	x	15	6,653	6,886	7,196	7,592	527	580	638	225
SP1818	18	x	18	8,491	8,788	9,184	9,689	1,400	1,500	1,600	320
SP2020	20	x	20	10,615	10,987	11,481	12,112	1,530	1,683	1,851	400
OFFSET SINGLE POST PYRAMIDS:										
OSP0808	8	x	8	6,642	6,875	7,184	7,579	424	466	513	64
OSP1010	10	x	10	6,833	7,073	7,391	7,797	544	598	658	100
OSP1212	12	x	12	6,996	7,241	7,567	7,983	566	623	685	144
OSP1515	15	x	15	8,736	9,042	9,449	9,968	833	916	1,008	225
OSP1818	18	x	18	15,111	15,640	16,343	17,242	2,000	2,100	2,200	324
OSP2020	20	x	20	21,248	21,991	22,981	24,245	2,400	2,500	2,600	400
DOUBLE OFFSET SINGLE POST PYRAMIDS:										
DOSP0817	8	x	17	13,841	14,325	14,970	15,793	848	933	1,026	128
DOSP1021	10	x	21	14,237	14,735	15,398	16,245	1,088	1,197	1,316	200
DOSP1225	12	x	25	14,632	15,144	15,825	16,696	1,132	1,245	1,370	288
DOSP1531	15	x	31	18,182	18,819	19,666	20,747	1,666	1,833	2,016	450
DOSP1837	18	x	37	26,190	27,106	28,326	29,884	4,000	4,200	4,400	648
DOSP2041	20	x	41	44,303	45,854	47,917	50,553	4,800	5,000	5,200	800
HYPAR- SINGLE POST PYRAMID:										
HSP101008	10	x	10	6,408	6,633	6,931	7,312	424	466	513	100
HSP121208	12	x	12	6,620	6,851	7,160	7,553	446	491	540	144
HSP151508	15	x	15	7,651	7,919	8,275	8,730	478	526	578	225
HSP181808	18	x	18	12,205	12,632	13,201	13,927	1,400	1,500	1,600	320
HSP202008	20	x	20	15,257	15,791	16,502	17,409	1,530	1,683	1,851	400
MULTI-PANEL SINGLE POST PYRAMID:										
MSP101008	10	x	10	6,966	7,210	7,534	7,949	424	466	513	100
MSP121208	12	x	12	7,191	7,443	7,778	8,205	446	491	540	144
MSP151508	15	x	15	8,317	8,608	8,996	9,491	478	526	578	225
MSP181808	18	x	18	13,267	13,731	14,349	15,138	1,400	1,500	1,600	320
MSP202008	20	x	20	16,583	17,164	17,936	18,923	1,530	1,683	1,851	400
OFFSET HYPAR- SINGLE POST PYRAMID:										
OHSP101008	10	x	10	7,446	7,707	8,053	8,496	424	466	513	100
OHSP121208	12	x	12	7,651	7,919	8,275	8,730	446	491	540	144
OHSP151508	15	x	15	8,892	9,204	9,618	10,147	478	526	578	225
OHSP181808	18	x	18	17,378	17,987	18,796	19,830	1,400	1,500	1,600	320
OHSP202008	20	x	20	21,813	22,576	23,592	24,890	1,530	1,683	1,851	400
OFFSET MULTI-PANEL- SINGLE POST PYRAMID:										
OMSP101008	10	x	10	8,092	8,376	8,752	9,234	424	466	513	100
OMSP121208	12	x	12	8,316	8,607	8,994	9,489	446	491	540	144
OMSP151508	15	x	15	9,666	10,005	10,455	11,030	478	526	578	225
OMSP181808	18	x	18	15,112	15,641	16,345	17,244	1,400	1,500	1,600	320
OMSP202008	20	x	20	23,709	24,539	25,643	27,054	1,530	1,683	1,851	400
T-CANTILEVERS:										
TC0818	8	x	18	9,879	10,225	10,685	11,272	723	1,048	1,153	144
TC1218	12	x	18	10,820	11,199	11,703	12,346	1,048	1,128	1,241	216
TC1425	14	x	25	12,469	12,906	13,486	14,228	1,092	1,172	1,289	350
TC1430	14	x	30	13,122	13,581	14,192	14,973	1,120	1,200	1,320	420
TC1630	16	x	30	14,117	14,611	15,268	16,108	1,560	1,752	1,927	480
TC1830	18	x	30	15,294	15,830	16,542	17,452	1,610	1,802	1,982	540
OFFSET T-CANTILEVERS:										
OTC1020	10	x	20	10,150	10,505	10,978	11,582	1,048	1,128	1,241	200
OTC1220	12	x	20	10,813	11,191	11,695	12,338	1,098	1,178	1,296	240
OTC1420	14	x	20	11,476	11,878	12,413	13,095	1,148	1,178	1,296	280
OTC1025	10	x	25	11,034	11,420	11,934	12,590	1,048	1,128	1,241	250
OTC1225	12	x	25	11,696	12,106	12,651	13,346	1,098	1,178	1,296	300
OTC1425	14	x	25	12,359	12,792	13,367	14,102	1,142	1,192	1,311	350
OTC1030	10	x	30	12,138	12,563	13,128	13,850	1,098	1,178	1,296	300
OTC1230	12	x	30	12,800	13,248	13,845	14,606	1,142	1,192	1,311	360
OTC1430	14	x	30	13,497	13,969	14,598	15,401	1,242	1,292	1,421	420

SINGLE CANTILEVERS:									
SC1920	19 x 20	14,491	14,998	15,673	16,535	1,907	2,099	2,309	380
SC1925	19 x 25	15,701	16,250	16,982	17,916	1,934	2,126	2,339	475
SC1930	19 x 30	16,872	17,463	18,249	19,252	1,972	2,164	2,380	570
SC2525	25 x 25	18,360	19,002	19,858	20,950	2,234	2,426	2,669	625
SC2530	25 x 30	20,776	21,504	22,471	23,707	2,823	3,015	3,317	750
ARC CANTILEVERS:									
AC1920	19 x 20	20,405	21,119	22,070	23,283	3,861	4,149	5,564	380
AC1925	19 x 25	22,107	22,880	23,910	25,225	3,901	4,189	5,608	475
AC1930	19 x 30	23,748	24,579	25,685	27,098	3,958	4,246	5,671	570
AC2525	25 x 25	25,851	26,756	27,960	29,497	4,351	4,639	6,103	625
AC2530	25 x 30	29,252	30,276	31,639	33,379	4,501	4,789	6,268	750
DOUBLE CANTILEVERS:									
DC3820	38 x 20	27,494	28,456	29,736	31,372	2,634	2,826	3,109	760
DC3825	38 x 25	29,993	31,042	32,439	34,223	2,677	2,869	3,156	950
DC3830	38 x 30	32,494	33,631	35,145	37,078	2,732	2,924	3,216	1,140
MONOSLOPE-CANTILEVERS									
MSC1020	10 x 20	11,330	11,727	12,254	N/A	1,048	1,128	N/A	200
MSC1220	12 x 20	11,795	12,208	12,757	N/A	1,098	1,178	N/A	240
MSC1420	14 x 20	12,262	12,691	13,262	N/A	1,148	1,178	N/A	280
MSC1920	19 x 20	13,967	14,456	15,106	N/A	1,322	1,520	N/A	380
MSC1025	10 x 25	11,950	12,369	12,925	N/A	1,048	1,128	N/A	250
MSC1225	12 x 25	12,417	12,851	13,429	N/A	1,098	1,178	N/A	300
MSC1425	14 x 25	12,883	13,334	13,934	N/A	1,142	1,192	N/A	350
MSC1925	19 x 25	15,133	15,663	16,368	N/A	1,422	1,620	N/A	475
MSC1030	10 x 30	12,728	13,173	13,766	N/A	1,098	1,178	N/A	300
MSC1230	12 x 30	13,194	13,656	14,271	N/A	1,142	1,192	N/A	360
MSC1430	14 x 30	13,659	14,137	14,774	N/A	1,192	1,242	N/A	420
MSC1930	19 x 30	16,247	16,816	17,572	N/A	1,544	1,740	N/A	570
WRAP-AROUND CANTILEVERS:									
WAC1260	12 x 60	36,072	37,335	39,015	40,770	3,294	3,534	3,887	720
WAC1275	12 x 75	38,699	40,053	41,856	43,739	3,294	3,534	3,887	900
WAC1290	12 x 90	41,979	43,448	45,404	47,447	3,426	3,576	3,934	1,080
WAC1460	14 x 60	38,041	39,373	41,144	42,996	3,444	3,534	3,887	840
WAC1475	14 x 75	40,668	42,091	43,985	45,965	3,444	3,576	3,934	1,050
WAC1490	14 x 90	43,948	45,486	47,533	49,672	3,576	3,726	4,099	1,260
WAC1960	19 x 60	44,603	46,164	48,242	50,413	5,721	6,297	6,927	1,140
WAC1975	19 x 75	47,887	49,563	51,794	54,125	5,802	6,378	7,016	1,425
WAC1990	19 x 90	51,168	52,959	55,342	57,832	5,916	6,492	7,141	1,710
WAC2560	25 x 60	49,525	51,258	53,565	55,976	5,802	6,378	7,016	1,500
WAC2575	25 x 75	55,106	57,035	59,601	62,283	6,702	7,278	8,006	1,875
WAC2590	25 x 90	61,670	63,829	66,701	69,703	7,002	7,578	8,336	2,250
DOUBLE POST HIP CANTILEVER:									
HC1422	14 x 22	6,628	6,860	N/A	N/A	686	755	830	308
SHADE KITES:		***7'-14'***	***8'-16'***	***9'-17'***	***10'-18'***				
SK1515	15 x 15	9,022	9,337	N/A	N/A	962	1,058	1,164	225
SK1818	18 x 18	9,473	9,805	10,246	10,809	1,243	1,710	1,881	324
SK2020	20 x 20	10,195	10,552	11,027	11,634	1,443	1,736	1,928	400
SK2525	25 x 25	16,247	16,816	17,572	18,539	2,084	2,324	2,564	625
SK3030	30 x 30	19,754	20,445	21,365	22,540	2,392	2,632	2,872	900
SINGLE POST UMBRELLAS:		***8'***	***10'***	***12'***	***14'***				
U16	16 dia.	7,951	8,229	8,600	9,073	720	750	800	N/A
U18	18 dia.	8,359	8,651	9,040	9,538	840	870	920	N/A
U20	20 dia.	8,746	9,052	9,460	9,980	960	1,000	1,065	N/A
U25	25 dia.	11,685	12,094	12,638	13,334	1,250	1,350	1,500	N/A
TORNADO®:									
TN121612	12 x 16	16,247	N/A	N/A	N/A	720	N/A	N/A	N/A
TN152015	15 x 20	17,497	N/A	N/A	N/A	1,390	N/A	N/A	N/A
SHADE WALK:									
SW0815	8 x 15	7,738	8,009	N/A	N/A	850	N/A	N/A	120
SW0830	8 x 30	11,115	11,504	N/A	N/A	1,239	N/A	N/A	240
SW1015	10 x 15	8,930	9,242	N/A	N/A	858	N/A	N/A	150
SW1030	10 x 30	12,308	12,739	N/A	N/A	1,330	N/A	N/A	300

HEXAGONS:									
H16	16 dia.	13,300	13,766	14,385	N/A	1,109	1,187	1,306	170
H20	20 dia.	13,613	14,089	14,723	N/A	1,152	1,289	1,418	260
H25	25 dia.	15,584	16,130	16,856	17,783	1,211	1,348	2,845	406
H27	27 dia.	16,578	17,159	17,931	18,917	1,235	1,372	2,869	474
H30	30 dia.	18,167	18,803	19,649	20,730	1,272	2,618	2,906	585
H35	35 dia.	21,774	22,536	23,550	24,846	2,395	2,683	2,971	796
H40	40 dia.	23,829	24,663	25,773	27,191	3,572	3,692	4,084	1,040
H45	45 dia.	38,427	39,772	41,562	43,848	4,684	5,020	5,260	1,315
H50	50 dia.	52,729	54,575	57,031	60,167	5,683	5,923	6,163	1,624
H60	60 dia.	67,747	70,119	73,274	77,304	6,206	6,512	6,870	2,338
OCTAGONS:									
O25	25 dia.	18,762	19,419	20,293	21,409	1,598	1,781	1,963	442
O27	27 dia.	22,735	23,531	24,590	25,943	1,628	3,424	3,808	516
O30	30 dia.	23,034	23,840	24,913	26,283	3,085	3,469	3,853	636
O33	33 dia.	24,921	25,793	26,954	28,436	3,132	3,516	3,900	770
O35	35 dia.	26,906	27,848	29,101	30,701	3,164	3,548	3,708	866
O40	40 dia.	33,661	34,839	36,406	38,409	4,286	4,446	4,606	1,131
O45	45 dia.	42,798	44,296	46,289	48,835	5,620	5,940	6,260	1,431
O50	50 dia.	57,359	59,366	62,038	65,450	6,820	7,140	7,460	1,767
O60	60 dia.	76,148	78,814	82,360	86,890	7,125	7,436	7,686	2,546

NOTES:

Prices are in U.S. dollars, F.O.B. Ocala, Florida, U.S.A., and are subject to change at any time without notice. Prices do not include any engineer-sealed drawings, installation, or taxes. Weights are approximate and may vary. Heights shown are stated as entry height (height of eaves). All prices include powder-coated finish on metal components in standard Shade Systems colors as shown in our catalog. Optional two-tone fabrics available at additional cost.

2023 LIST -PRICES FOR PRODUCTS

Price List No. ALTNS082823

Model #	Description	Price
3-Sided Sails		
SAT2514	Up to 25' per side triangular canopy with 3 support columns - max. 14' high	17,330
SAT2514A	Add another triangular up to 25' per side with 1 support column - max. 14' high	10,398
SAT2520	Up to 25' per side triangular canopy with 3 support columns - max. 20' high	25,998
SAT2520A	Add another triangular up to 25' per side with 1 support column - max. 20' high	15,598
SAT3514	Up to 35' per side triangular canopy with 3 support columns - max. 14' high	20,219
SAT3514A	Add another triangular up to 35' per side with 1 support column - max. 14' high	12,133
SAT3520	Up to 35' per side triangular canopy with 3 support columns - max. 20' high	28,886
SAT3520A	Add another triangular up to 35' per side with 1 support column - max. 20' high	17,333
SAT4514	Up to 45' per side triangular canopy with 3 support columns - max. 14' high	23,109
SAT4514A	Add another triangular up to 45' per side with 1 support column - max. 14' high	13,864
SAT4520	Up to 45' per side triangular canopy with 3 support columns - max. 20' high	31,777
SAT4520A	Add another triangular up to 45' per side with 1 support column - max. 20' high	19,065
SAT5514	Up to 55' per side triangular canopy with 3 support columns - max. 14' high	25,998
SAT5514A	Add another triangular up to 55' per side with 1 support column - max. 14' high	15,598
SAT5520	Up to 55' per side triangular canopy with 3 support columns - max. 20' high	34,666
SAT5520A	Add another triangular up to 55' per side with 1 support column - max. 20' high	20,799
4-Sided Sails		
SAF2514	Up to 25' per side (4-sided) canopy with 4 support columns - max. 14' high	23,107
SAF2514A	Add another 4-Sided canopy up to 25' per side with 2 support columns - max. 14' high	18,485
SAF2520	Up to 25' per side (4-sided) canopy with 4 support columns - max. 20' high	34,664
SAF2520A	Add another 4-Sided canopy up to 25' per side with 2 support columns - max. 20' high	27,731
SAF3514	Up to 35' per side (4-sided) canopy with 4 support columns - max. 14' high	26,958
SAF3514A	Add another 4-Sided canopy up to 35' per side with 2 support columns - max. 14' high	21,567
SAF3520	Up to 35' per side (4-sided) canopy with 4 support columns - max. 20' high	38,517
SAF3520A	Add another 4-Sided canopy up to 35' per side with 2 support columns - max. 20' high	30,814
SAF4514	Up to 45' per side (4-sided) canopy with 4 support columns - max. 14' high	30,813
SAF4514A	Add another 4-Sided canopy up to 45' per side with 2 support columns - max. 14' high	24,649
SAF4520	Up to 45' per side (4-sided) canopy with 4 support columns - max. 20' high	42,369
SAF4520A	Add another 4-Sided canopy up to 45' per side with 2 support columns - max. 20' high	33,896
SAF5514	Up to 55' per side (4-sided) canopy with 4 support columns - max. 14' high	34,664
SAF5514A	Add another 4-Sided canopy up to 55' per side with 2 support columns - max. 14' high	27,731
SAF5520	Up to 55' per side (4-sided) canopy with 4 support columns - max. 20' high	46,221
SAF5520A	Add another 4-Sided canopy up to 55' per side with 2 support columns - max. 20' high	36,977

4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

Shade Systems Add On Items

Price List No. ALTNS082823 (effective 8/28/2023)

Custom Color Options	List Price
Two-Tone Fabric for Shade Kite (Greater than 25' x 25')	7,396
Two-Tone Fabric for Shade Kite (Up tp 25' x 25')	3,698
Two-Tone Fabric for Single Post Pyramid (20' x 20' and above)	3,698
Two-Tone Fabric for Single Post Pyramid (18' x 18' and below)	1,972
Special Powder Coating Colors	1,998
Pier Mount (Square, Rectangle, Kites, Hex)	**List Price**
5" - Pier Mount/Base Plate	423
6" - Pier Mount/Base Plate	634
8" - Pier Mount/Base Plate	1,268
10" - Pier Mount/Base Plate	1,514
12" - Pier Mount/Base Plate	1,796
14" - Pier Mount/Base Plate	2,148
16" - Pier Mount/Base Plate	2,853
18" - Pier Mount/Base Plate	3,275
20" - Pier Mount/Base Plate	3,698
Pier Mount for the following:	**List Price**
Single Post Pyramid	1,268
Single Post Umbrella	1,796
Dbl Post Hip/T-Cantilever - Per Column	1,092
Single Cantilever - Per Column	2,430
Dbl Cantilever - Per Column	3,275
Post Pads	**List Price**
P400 - 4" Post	1,266
P500 - 5" Post	1,439
P600 - 6" Post	1,553
P800 - 8" Post	1,668
P1000 - 10" Post	1,790
P1200 - 12" Post	1,895
P1400 - 14" Post	2,243
P1600 - 16" Post	2,529
Engineering	**List Price**
Drawings	1,281
Calculations	640
Allen Wrenches	**List Price**
For 1 7/8" Tubing (Small Wrench)	32
For 2 1/2" Tubing (Large Wrench)	32
Turn-N-Slide™	**List Price**
Small Turn-N-Slide™	2,007
Large Turn-N-Slide™	2,289
Replacement Fabric and Cables	**List Price**
64 SF thru 119 SF (Price per Square Foot)	40
120 SF thru 699 SF (Price per Square Foot)	24
700 SF and up (Price per Square Foot)	20
Small Tornado® Fabric	6,931
Large Tornado® Fabric	7,467

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA **SUBMIT BID TO:** ***See Bid mailing instructions on page 2***	**INVITATION FOR BID** **Bidder Acknowledgement and Acceptance Form**
BID TITLE: SUN SHADE STRUCTURES AND MISC. ACCESSORIES (CATALOG DISCOUNT)	**BID NO.** 24-13
DELIVERY F.O.B. DESTINATION: All Designated Schools and Centers	**ISSUE DATE:** August 25, 2023 **PURCHASING DEPARTMENT PHONE/FAX #** (352) 955-7582 / (844) 269-9018
BID DUE DATE AND TIME: September 6, 2023 @ 3:00 PM EST	**BID OPENING: Purchasing Department**

A pre-bid meeting is scheduled for **N/A.** This is a **N/A meeting**.

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME:

SIGNATURE OF OWNER OR
AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #	FAX #:
BIDDER EMAIL ADDRESS:	BIDDER WEB ADDRESS:
DATE:	EIN/FEDERAL TAX ID#:

PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 76): ☐ YES ☐ NO

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Unless exception to this condition is checked below, Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

NO BID **THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:**

☐ 1. Insufficient time to respond to the IFB
☐ 2. Could not meet the specifications
☐ 3. Does not offer the product or service specified
☐ 4. Our production/service schedule will not permit a response
☐ 5. Remove our name from this bid list only
☐ 6. Other_____

FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.

USE OF FEDERAL FUNDS: If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this IFB, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked. Paragraphs not checked below do not apply to this IFB.

☐ Paragraph 66 ☐ Paragraph 67 ☒ Paragraph 68 ☒ Paragraph 69 ☒ Paragraph 70 ☒ Paragraph 71 ☒ Paragraph 72 ☒ Paragraph 73

☒ Paragraph 74

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

Bidder's sealed Bid must be received in the Purchasing Department on or before the date and time specified above.

If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:

School Board of Alachua County
District Office
Attn: Purchasing Department
620 East University Avenue
Gainesville, FL 32601

If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Administration Building at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, email, or facsimile transmission will be considered non-responsive.

Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.

At this time a public opening of Bids received will be held. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

Bid Package: Mark in lower left-hand corner of the envelope containing your Bid, "**IFB #24-13, SUN SHADE STRUCTURES AND MISC. ACCESSORIES (CATALOG DISCOUNT)", TO BE OPENED AT 3:00 P.M., SEPTEMBER 6, 2023.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- ✍ BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- ✍ SUBMITTALS CHECKLIST FORM
- ✍ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ✍ JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- ✍ SMALL/MINORITY BUSINESS ENTERPRISE FORM
- ✍ INSURANCE CERTIFICATION FORM
- ✍ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ✍ ATTACHMENT B – GENERAL/TECHNICAL SPECIFICATIONS
- ✍ ATTACHMENT C- FORM OF PROPOSAL AND BIDDER QUESTIONAIRE

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall ☑ each box in the "Verified" column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
☐	Bidder Acknowledgement and Acceptance Form	1
☐	Proof of E-Verify Participation Enclosed (see Attachment A, Item 76)	1
☐	Statement of Principal Place of Business	4
☐	Debarment Form	5
☐	Jessica Lunsford Act Form	6
☐	Small/Minority Business Enterprise Form	7
☐	Common Carrier Insurance Waiver Form	8
☐	Insurance Certification Form	9
☐	Attachment C – Form of Proposal	30-31
☐	Bidder Questionnaire	32-33
☐	References	34
REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (www.sbac.edu)		

FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.

This form is ☐ applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is ☒ not applicable to this IFB and **shall not** be included in Bidder's Bid.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
(To be completed by each Bidder or Bid will be deemed Non-Responsive)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.

NOTICE: **Section 287.084(2), Florida Statutes, provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."**

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(To be completed by the Attorney of the Out of State Vendor, Please Select One)

 The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

 The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)]**.

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(To be completed by the Attorney of the Out of State Vendor, Please Select One)

 The Bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

 The bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: ***[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)]***.

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's state of bar admission and bar/license #:_____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition t other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME **IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)**
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE DATE	

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

A. If Bidder's performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.

B. If Bidder's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. 943.0435(1)(a)1., relating to the registration of an individual as a sexual offender; Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section 775.30, relating to terrorism; Section 782.04, relating to murder; Section 787.01, relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section 826.04, relating to incest; Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Bidder's work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees' line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder's license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder's employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE **IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)**
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable[1], Bidder represents that it is either a

☐ Small Business Enterprise, as defined in FS 288.703(6),

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American Hispanic American

Asian American Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	Subcontractor Name	Small/MBE Designation (see above)	Estimated Dollar Value of Services
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE **IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)**
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

[1] If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

COMMON CARRIER INSURANCE WAIVER REQUEST FORM

This waiver is ☒ applicable to the IFB. This waiver is ☐ not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE **IFB #24-13 – SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)**
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSURANCE CERTIFICATION FORM

This form ☒ **is applicable** ☐ **is not applicable** to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable ☒ Not Applicable ☐

Workers Compensation – Coverage A

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

Comprehensive General Liability

- **$1,000,000 Each Occurrence**
- **$1,000,000 Per Project Aggregate**
- **$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

Comprehensive Automobile Liability (Combined Single Limit)

- **$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Professional Liability Insurance - $1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Pollution Liability Insurance - $1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Umbrella/Excess Liability Insurance- $1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* Bidder is **NOT** authorized to proceed with the services until all the insurance certificates have been received and accepted. Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contact award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of the District Administration Building at above address; by facsimile transmission to: 844.269.9018).

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

ATTACHMENT A
GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

   Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

   Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

   Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

   Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

   Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

   Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

   Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

   Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by SBAC (see below).

   Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and SBAC. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. GENERAL BIDDERS INFORMATION: Interested Bidders are advised that SBAC will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

   It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

   SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the SBAC, or cancel the IFB at its discretion.

   A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Bidder after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

   The successful Bidder shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

4. BID OPENING: Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. AWARD: SBAC will award a Contract to the lowest responsive and responsible Bidder.

   SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. WORK CONDITIONS/IFB EXAMINATION: Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. SILENCE OF THE SPECIFICATIONS: The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS: Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

   This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

   SBAC reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."

11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.

12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.

13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.

14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.

    LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

    ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

    VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.

16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.

    It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.

17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.

18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.

19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.

    A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.

    A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.

20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.

21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.

22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.

23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.

24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.

    Unless otherwise specified, all samples must be submitted to the Purchasing Department.

25. CONDITION OF PRODUCT/SERVICES: Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.

    At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.

    In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.

26. FAILURE TO ENFORCE PERFORMANCE: The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

27. PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.

28. FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS: if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.

    SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.

29. EVALUATION CRITERIA: In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.

30. BIDDER REPRESENTATIONS AND QUALIFICATIONS: Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.

31. DISPUTE: With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.

    Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.

    The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.

32. BID TABULATIONS: Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.

33. NOTIFICATION OF AWARD: Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.

34. DELIVERY: Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.

    Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.

35. TAX EXEMPTIONS: SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.

36. SAFETY STANDARDS: At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.

    Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.

37. MATERIAL SAFETY DATA SHEETS: Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

38. INSPECTIONS: All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.

39. FACILITY INSPECTION: SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.

40. BIDDER PERSONNEL: Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

    Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

    Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

    When accessing any SBAC site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

41. DELIVERY NOTICE: Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.

42. INVOICES: Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to accountspayable@gm.sbac.edu. All invoices shall, at a minimum, include the following:

    ✓ IFB #;
    ✓ Purchase Order #;
    ✓ Description of goods and/or services, including quantities;
    ✓ Awarded unit price(s) and extended total(s)

    Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available.

    SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

43. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted Bidder 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

44. LICENSING/PERMITS: Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.

45. REGULATORY COMPLIANCE: Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.

46. TERMINATION FOR CONVENIENCE: SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contact or any services performed hereunder.

47. TERMINATION FOR DEFAULT: SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.

48. INDEPENDENT CONTRACTOR: Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and sub-contractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.

49. SUBCONTRACTS: The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.

50. ASSIGNMENT: Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.

51. ANTI-DISCRIMINATION/EQUAL OPPORTUNITY: Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

52. DISCRIMINATION: An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide 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 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.

53. COMMON CARRIER WAIVER: In the event Bidder and its employee's will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB's insurance requirements described the Insurance Certification Form.

54. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

    Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the Bidder recognizes that and covenants that is has received consideration for indemnification provided herein.

    The Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract.

55. DEFAULT: In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

56. RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT'S BUY AMERICAN PROVISION: To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

57. CONE OF SILENCE: A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at www.sbac.edu/~purchase/bidop.htm. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

    The Cone of Silence prohibits any communication regarding this IFB between:

    A. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
    B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

    Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

    A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Purchasing Department;
    B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
    C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

    The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

    Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

58. LEASE OR MAINTENANCE AGREEMENT TERMINATION: Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

59. LIFE CYCLE COSTING: If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.

60. WARRANTY OF ABILITY TO PERFORM: Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.

61. RECORDS RETENTION AND ACCESS: Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.

62. CONFIDENTIAL INFORMATION: Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following fulfillment of all contractual obligations hereunder, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment.

63. FLORIDA PREFERENCE: When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

64. Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Bidders duties under this IFB, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Bidder does not transfer the records to SBAC; d. Upon completion of the contact, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.

65. NONACADEMIC COMMODITIES AND SERVICES: In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.

ITEMS 66-74 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).

66. COPELAND "ANTI-KICKBACK" ACT: All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding $2,000. The Act provides that each Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SBAC will report all suspected or reported violations to the Federal awarding agency.

67. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding $2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.

68. CONTRACT WORK HOURS & SAFTETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >$2,000 and to other work >$2,500 that involves mechanics and laborers.

69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of $150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding $100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.

71. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid 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 vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business'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; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (I), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

74. ENERGY POLICY AND CONSERVATION ACT [APPENDIX II TO 2 CRF 200]- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).

75. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: A Bidder that, at the time of bidding or submitting a Bid for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this IFB, Bidder certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any Bidder awarded a contract as a result of this IFB shall be required to recertify at each renewal of the contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate any contract resulting from this IFB if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit a Bidder on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should SBAC determine that the conditions set forth in Section 287.135(4) are met.

76. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Bidder shall maintain a copy of all affidavits, (iv) Bidder shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

77. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SBAC is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Bidder agrees that it is not providing SBAC with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, Bidder certifies its compliance with this provision. The Bidder shall pass these requirements down to any of its subcontractors funded under this Agreement. The Bidder shall notify SBAC if the Bidder cannot comply with the prohibition during the performance of this Contract.

78. DOMESTIC PREFERENCES FOR PROCUREMENTS: (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 24-13
SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)

The School Board of Alachua County (hereinafter "SBAC" or "District") is seeking prospective Bidders to respond to this Invitation For Bid (IFB), in accordance with the following specifications.

1. Scope: The purpose of this IFB is to solicit multiple sources of supply and establish a term contract for the purchase, delivery, and installation of sun shade structures and other miscellaneous outdoor accessories that are common and necessary to the operations of an educational facility including, but not limited to: sun shades and other miscellaneous outdoor accessories. Playground structures and equipment are not included. SBAC currently serves a population of approximately 30,000 students, located in forty-four (44) schools and centers.

It is the intent of this contract to document the terms of purchase for each Bidder and to secure the most favorable educational discount prices available commensurate with the District's potential purchasing volume. Orders for sun shades and miscellaneous outdoor accessories (or "product") shall be made on an "as needed" basis throughout the term of contract and shall vary significantly in scope and volume relative to task. It is anticipated that the contract shall be used for both replacement purchases and construction and renovation projects. Bidder shall provide all technical expertise, supervision, labor, delivery and other services that are necessary for the proper execution and performance of the contract. By submission of Bid, Bidder agrees to extend established contract discount(s) and provide service response to all schools, centers, and departments within the District (hereinafter "District site").

2. Tentative Schedule:

- August 25, 2023……..... Invitation for Bid Issued
- August 31, 2023……. Last Day for Submittal of Questions
- September 6, 2023……. Bid Due Date
- September 19, 2023……..... Planned Award Date
- September 20, 2023……..... Commencement of Services

3. Basis for Award: In order to meet the needs of each District site, and in the best interest of SBAC, award shall be made, at the discretion of the Purchasing Department, to those responsive and responsible Bidders who comply with the following conditions as listed in descending order of importance:

A. Offers one (1) or more categories of products that are suitable for general educational use, and meet the specific needs and quality standards of the District;
B. Offers a competitive fixed discount that results in favorable net delivered pricing to the District;
C. Utilizes and distributes a published catalog, descriptive price lists, electronic catalog and/or online catalog website for proposed product categories;
D. Provides the level of service required by District in regards to product sales expertise and support, professional installation, delivery time, order processing, and audit pricing verification;
E. Utilizes a method whereas the net delivered price, applicable to delivery method and discount offered, is easily derived and verifiable from a documented and readily available published source;
F. Accepts official District purchase orders and District's Visa™ Purchasing Card;
G. Accepts and complies with all terms and conditions of this IFB.

The District may consider other criteria during the Bid evaluation process including past performance, pricing stability, and any noted exceptions or deviations from Bid specifications. Award shall not be made to Bidders who utilize third party catalogs or otherwise do not have the capacity to perform the requirements of the contract. Bidders who make it standard business practice to "call for pricing" or do not have the means to verify pricing shall not be considered. SBAC reserves the right to make sole and final determination to accept or reject any Bid or part thereof that in its judgment will be in the best interest of the District.

No award shall be made to Bidders who, in the opinion of the District, do not offer products of any useful or economic benefit or have the capacity to perform the requirements of the contract. SBAC reserves the right to make sole and final determination to reject or accept any Bid or part thereof and to make award for each approved manufacturer to a single Bidder or multiple Bidders, based on delivery method, discount structure or other separable portion that in its judgment will be in the best interest of the District.

4. Contract Term: The contract term shall be approximately two (02) years, beginning September 20, 2023, and ending October 31, 2025. The contract may thereafter be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon the School Board.

5. Addition of New Vendors: New vendors may be added to this contract, at the discretion of District after initial award, on the anniversary date of agreement each calendar year. To be considered, vendor shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to said date, a written request accompanied with all completed documents as required in IFB. School Board approval shall be required. SBAC reserves the right to make sole and final determination to accept or reject the addition of any vendor to contract.

6. Bid Summary Sheet: Upon award of contract, a summary listing each awarded Bidder, and corresponding discount and shipping information shall be disseminated to all District sites for consideration in making purchase decisions. As need arises, each District site shall be urged to refer to the summary and referenced discounts in fulfilling their specific requirements at the lowest net cost. Awarded Bidders shall be in a favorable position to compete for the District's business with preference given to those offering the best quality selection and price savings.

7. Contract Value: Because of the difficulty of determining the specific needs and budgetary limits of each individual District site, an annual projection of expenditures cannot reasonably be given. The District makes no guarantee, implied or otherwise, as to the value or volume of sun shade structures and/or outdoor accessories that may be purchased under this contract in its total or from any awarded Bidder. Furthermore, award of contract does not constitute an assurance or obligation on the part of the District that any orders will be placed with any Bidder participating in this Bid. Each District site shall have the discretion to select the most appropriate manufacturer line and/or product category from the awarded list that best meets its specific needs.

8. Contract Management: All activities relating to the acquisition of sun shade structures and other miscellaneous equipment shall be initiated and coordinated by designated District personnel (hereinafter "District Representative") under the direction and authority of the Facilities Department for construction related projects, and respective District site for individual acquisitions and replacement purchases.

9. Bidder Qualifications: SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent successful Bidder(s) to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. In order to be considered for award, each prospective Bidder shall meet the following criteria:

A. Established Business: Bidder shall be an established firm, whose sole or primary business includes the provision of sun shade structures and accessories to commercial (business/institutional) accounts. Bidder shall have been successfully engaged in business as the same legal entity within the State of Florida for a minimum three (03) consecutive years. Demonstration of past successful experience with commercial accounts shall be required including a minimum of one (01) school district similar in size and scope of this contract. Project experience shall be verifiable; negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;

B. Product Line: If not a manufacturer, Bidder shall be an authorized retail dealer for each proposed manufacturer for the duration of the contract. It is understood that not all manufacturers may have such designation. By signing this Bid, prospective Bidder certifies that they are in "good standing" with each proposed manufacturer and currently approved to represent its outdoor accessories line to the District;

C. Location: Bidder shall be located and maintain a fully operational service dispatch/warehouse facility within reasonable proximity of Alachua County limits to ensure compliance with the service requirements of contract. SBAC reserves the right to waive this requirement should: (A) Bidder be able to demonstrate, to the complete

satisfaction of District, its capability in providing efficient and timely service in support of this contract, or; (B) proposed manufacturer outdoor accessories line is ordinarily delivered assembled and requires minimal or no installation;

D. Service: Bidder shall have at time of Bid due date, adequate organization, facilities, and personnel to ensure competent, prompt and efficient service on a District wide basis in support of this contract. The criteria used in determining service level shall include, but not be limited to: local product sales representation and expertise; availability and competency of installation services; customer service responsiveness; order fill time; and, accomplishment of order delivery. Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;

E. Financial Capacity – Bidder shall have the financial capacity to establish and maintain credit lines as required by each manufacturer proposed and have financing adequate to purchase items in the most economical quantities.

SBAC reserves the right to request from Bidder any evidence that it deems appropriate in the evaluation and approval process, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of the IFB. Should the District determine, in its opinion, that Bidder does not have the ability or capacity to provide any of the services as required in this contact, the Bid shall be rejected.

10. Omissions from the Specifications: Reference Attachment A, "7. Silence of the Specifications": In addition… The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of this contract, which is to have functional, durable, and cost effective sun shade structures and/or outdoor accessories furnished, delivered, and installed in a responsible, efficient and timely manner as required by the District.

11. Regulatory Compliance: Reference Attachment A, "45. Regulatory Compliance": In addition… Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the State Requirements for Educational Facilities (SFEF), Florida Administrative Code, Florida Building Code, and OSHA Safety Standards. It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In addition, should there be a conflict between applicable regulations, the most stringent shall apply.

12. Non-Exclusivity: It is the intent of the District that this contract be a non-exclusive agreement between the parties. SBAC reserves the right to purchase any products described in this contract from any other source or via any other procurement method in lieu of any offer received or award made as a result of this Bid, without penalty or prejudice to SBAC: (A) if those purchases are to the economic advantage or other benefit to the District, or; (B) if the products offered herein do not meet the specific requirements of the District, or; (C) urgent delivery is required and Bidder in unable to comply therewith, or; (D) in cases of emergency, or; (E) in fulfillment of Board Policy.

13. Eligible Purchases: The Purchasing Department shall be responsible for making final determination as to which products are included or excluded within the scope of contract.

14. Large Purchases: For any single purchase or project estimated to exceed $12,499, the Purchasing Department may, at its discretion, require the solicitation of quotations from two (02) or more successful Bidders. Award shall be made, in all or part, to the Bidder(s) proposing the highest quality structures at the lowest net cost. In making decision, such factors as deeper discounts, life cycle, warranty, appearance, and conformity with existing furnishings may be a factor in award. It is understood that any single order or multiple orders for any single project that equals or exceeds $50,000.00 shall require multiple quotes and School Board approval prior to placement of order.

15. Subcontractors: Reference Attachment A, "49. Subcontracts": In addition… If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor to the Purchasing Department prior to commencement of services. The District shall evaluate proposed sub-tier contractor and reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the proper performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District. The sub-tier contractor shall be equally responsible for meeting all specified requirements of this contract

including maintaining all insurance as required herein. Bidder shall be held directly responsible and liable for the actions of all subcontractors and the actions of its subcontractors' employees.

16. Personnel: Reference Attachment A, "40. Bidder Personnel": In addition… The District considers the expertise, experience, and training of Bidder's assigned personnel critical to the success of contract. Bidder shall designate one (01) Account Representative who shall be responsible for assisting the District with: design layout planning; product selection; quotation development; order processing; delivery expediting; coordination of installation; the resolution of any quality control, billing, and other service related issues. Representative shall be knowledgeable and familiar with this contract and shall be the liaison between the Bidder and SBAC on all matters pertaining thereof. It is anticipated that Account Representative shall be required to make onsite visits to various schools and centers within District. Account Representative shall respond to all requests for assistance within twenty-four (**24**) hours of initial contact.

Installation: Bidder shall have available an adequate number of qualified personnel capable of performing all delivery/installation work as required. It shall be the responsibility of Bidder to establish personnel qualifications that would ensure that work is performed safely, correctly, and efficiently, in conformance to manufacturer requirements and standards of care as reasonably expected by District. It is understood that manufacturer certification may be required to install certain lines.

By submission of Bid, Bidder certifies that all assigned personnel are qualified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties.

17. Onsite Supervision: It shall be required that Bidder assign one (01) lead installer at each delivery/installation site, when required, who shall provide continuous onsite supervision, of sufficient quality necessary for the effective and efficient management of required work. Lead installer shall have demonstrated supervisory skills including having the ability to plan, organize, direct and prioritize the work of Bidder's personnel. It is understood that lead installer shall be present at worksite at all times, and have the authority to act in the behalf of Bidder in carrying out all instructions relative to completion of work. Lead installer shall have the ability to accurately analyze, troubleshoot, and remedy any work related problems. The cost of onsite supervision shall be an element of Bidder's overhead burden in the proposed discount rate.

18. Personnel Conduct: Reference Attachment A, "40. Bidder Personnel": In addition… Bidder's personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Bidder's personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

Specifically, all personnel shall adhere to the following rules and regulations while onsite at any facility:

- Smoking and use of any tobacco or vaporizer products is prohibited;
- No personnel shall access any District records, files or documents at any time;
- No personnel shall be allowed in any area of the building other than the area of work responsibility or authorized break or office area without previous knowledge of foreman;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones, except for an emergency;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Bidder.

Violation of any of the foregoing provisions may result in removal of individual from District site. Furthermore, SBAC reserves the right to prohibit Bidder from using individual on all other projects performed under this contract.

19. General Service Requirements:

a. **General Supervision:** Bidder shall be responsible for coordinating all portions of delivery and installation work, and ensures that services are being accomplished correctly and safely in conformance to established schedule. Bidder shall work jointly and cooperatively with District to resolve any performance issues and scheduling problems. Bidder's establishment of quality control standards and a system for inspecting and correcting installation work deficiencies is critical to the success of contract.

The failure of the District to immediately reject any unsatisfactory work or to notify Bidder of such deficiencies shall not relieve the Bidder of any responsibilities specified herein. The cost of general supervision shall be an element of the Bidder's overhead burden in the proposed discount rates.

b. **Communications:** Bidder shall maintain a staffed toll-free telephone by which the District may directly and immediately communicate requirements and other messages with sufficient, trained, and responsible personnel during normal business hours (Monday – Friday). Email may also be an acceptable form of communication.

c. **Technical Support**: Technical support shall be available directly from manufacturer on all products provided under this contract. Bidder shall provide manufacturer contact information to District upon request.

d. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: www.sbac.edu.

e. **Work Period:** All deliveries and installation work shall ordinarily be performed during regular District school operating hours, Monday through Friday, approximately 7:00 a.m. to 3:30 p.m. However, actual hours of work shall be subject to the operating hours and accessibility of each District site, taking into consideration occupant safety and disruption to facility. For construction related projects scheduled in advance, and upon mutual agreement between the parties, work hours may be extended to include weekday evening hours and weekends. All such work shall be performed at no additional cost to the District.

f. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the appropriate authority at each District site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. All personnel shall possess and display the SBAC issued photo ID card which shall be presented immediately upon request by District personnel. While on site, Bidder shall perform all services with a minimum amount of disruption to the normal operations of worksite. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.

g. **Uniforms and Protective Clothing:** It shall be required that Bidder's personnel wear distinctive uniform clothing identifying them as Bidder's employees while on District property. In addition, Bidder shall provide any personal protective items required to safely perform work. At minimum, such items shall conform to all OSHA requirements and any other regulatory agency having jurisdiction and authority.

h. **Product Ordering:** All product orders shall be placed on an "as needed" basis via Purchasing Card, official hard-copy District purchase order or hard-copy internal purchase order issued by each school or center. Verbal or blanket purchase orders are prohibited and shall not be honored by Bidder. It shall be the responsibility of Bidder to immediately notify District Representative of any anticipated manufacturer production or delivery delays.

i. **Substitutions:** No products shall be delivered other than those specifically ordered without prior written approval of the Purchasing Department. Any substituted product that has been received without approval shall be returned to Bidder at no expense to the District. The net delivered price of any approved substitute product shall not exceed the discount cost of original product ordered.

j. **Delivery:** All product orders shall normally be filled complete (at 100%), and be delivered in accordance with specified delivery method. Orders delivered to any location other than as indicated on purchase order may be refused. It is understood that delivery shall not normally be made to any central location. Schools do not have delivery docks; therefore, heavy product deliveries may require a truck with hydraulic lift and sufficient manpower to bring heavy items into facility. The shipment of heavy or bulky items may be refused, at no cost to the District, should delivering carrier not have sufficient equipment or manpower to unload truck.

k. **Delivery Time**: Bidder shall indicate normal delivery time for each proposed manufacturer on Form of Proposal. All orders shall be processed and normally delivered within sixty (**60**) calendar days of receipt of order unless otherwise indicated by Bidder. Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Bidder to notify and advise District Representative of any backorders and expected delivery date. Any delay of delivery beyond time as specified,

regardless of justification, may result in cancellation of order depending on the urgency of need. Failure of Bidder to properly notify or repetitively comply with delivery time requirement, for any reason not acceptable to the District, may result in termination of contract.

l. **Installation**: All sun shade structures and accessories shall be assembled in accordance with manufacturer instructions before or upon delivery at District site. If structures are assembled prior to delivery, Bidder shall appropriately package and take all necessary precautions to avoid damage in transit. The District shall be responsible for the removal of any existing items in work area. Bidder shall notify District Representative a minimum two (02) business days in advance of scheduled delivery.

m. **Correction of Work:** Bidder shall promptly correct all installation work rejected by District Representative as faulty, defective, or failing to conform to established manufacturer requirements or the standards of quality as expected by the District, whether observed before or after substantial completion of the work, and whether or not completed. Deficiencies noted shall be documented and remedy effected within three (03) business days of notification, unless additional time is required and granted by District. The District shall not be charged for any additional services that are necessary to correct unacceptable installation work.

n. **Final Acceptance of Work:** Upon completion of installation, Bidder shall contact District Representative and make request for final inspection. The District shall inspect work within a reasonable time and notify Bidder of any deficiencies. In the event deficiencies are noted, Bidder shall complete corrections within the time specified herein. If correction is not effected in an acceptable manner within the allocated time, the District may, after written notice of default to Bidder, accomplish the work in an expeditious manner, with the cost of work being charged to Bidder.

o. **Risk of Loss:** Unless otherwise agreed, inspection and acceptance of orders shall be at designated delivery site. Until acceptance, risk of loss of damage shall remain with Bidder. Bidder shall be responsible for filing, processing, and collecting all damage claims. To assist Bidder with damage claims, the District shall: (1) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (2) report damages to the carrier and/or Bidder, and; (3) provide Bidder with a copy of the carrier's Bill of Lading and damage inspection report. When the District rejects a product, Bidder shall remove it from the premises within ten (10) business days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with Bidder. Rejected product not removed by Bidder within ten (10) days shall be deemed abandoned by Bidder, and the District shall have the right to dispose of it as its own property.

p. **Delay:** Should unforeseen circumstances cause delay of scheduled delivery/installation services at any designated delivery site due to accessibility or security issues, and an adequate storage area is not available at site, it shall be the responsibility of Bidder to temporarily store items until services can be accomplished. Temporary storage shall be provided at no cost to the District for a minimum period of fourteen (14) calendar days. Unless otherwise agreed, the District shall be responsible thereafter for any fees associated with the necessary rental of storage trailer or commercial storage facility. Bidder shall be responsible during storage period for maintaining insurance coverage protecting goods against fire, theft, vandalism and contents loss/damage (i.e., water leaks, extreme weather conditions, etc.). All storage fees charged to the District shall be based on a fair and reasonable rate as negotiated between the parties. SBAC reserves the right to directly coordinate temporary storage requirements with other third party sources.

   Should temporary storage exceed thirty (30) calendar days, the District may make partial payment for goods upon request by Bidder. The amount of payment shall be subject to negotiation in consideration of the installation work involved and anticipated storage time. Payment shall not, in any case, exceed eighty percent (80%) of total purchase order amount.

q. **Returned Product:** The District reserves the right to return delivered product, for any reason, for full credit within thirty (30) calendar days of receipt of order. In such case, Bidder may impose a restocking fee not to exceed twenty percent (20%) of the original cost of item. Product shall be returned in new, unused, and saleable condition, and in the original factory sealed packaging. It is understood that the District shall be responsible for any customary and reasonable shipping charges incurred with the return of product.

r. **Packaging:** Product shall be packaged in manufacturer's standard unopened, sealed dry packaging, in accordance to good commercial practice to protect from damage during transit. Packaging shall have all tags

and labels intact and legible, and be clearly marked on the outside with the SBAC purchase order number or other reference order number.

s. **Safety Measures:** Reference Attachment A, "36. Safety Standards": In addition … Bidder shall take all necessary steps to protect the students, faculty, and general public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the worksite without first securing the work area and eliminating any hazardous condition resulting from the Bidder's activities. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work and to keep the immediate work area secure at all times. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).

t. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure that District property is protected from Bidder's activities. Bidder shall be responsible for the protection of all District facilities and other improvements (i.e., vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. Bidder shall especially be cognizant of all existing utilities (surface and underground) and shall operate with due care in the vicinity of such utilities. It shall be the responsibility of Bidder to notify District Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.

u. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of its agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.

v. **Cleaning-up/Debris Disposal:** Bidder shall be responsible on a daily basis to ensure frequent collection and proper disposal of all debris as a result of operations so that the work site presents a neat and orderly appearance. Debris shall not be allowed to create a safety hazard to student, staff, and general public, nor shall be left at worksite overnight. Debris shall not be burned, buried, left for a collector, or placed in a dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave work site in ready to use condition.

w. **Salvage:** All salvage materials, including that of questionable value, removed during any work performance under this contract shall remain the property of District. As part of contract, Bidder may be required to dispose of unwanted salvage materials or transport materials to a District site as directed by District Representative.

x. **Invoices**: Reference Attachment A, "42. Invoices". In addition… Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. At a minimum, invoices shall contain sufficient information, as required by the District, to accurately determine product cost and accuracy of billing. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by requested support documentation (i.e., price verification) may cause delay of payment. Invoices shall contain, at minimum, the following information: purchase order number; invoice number; invoice date; service location; product description; product reference number; product manufacturer list price; appropriate discount; quantity; product net delivered price; and total price.

Bidder shall ensure that all invoices are submitted in entirety within ten (**10**) business days of completion of any project. Invoices shall be **emailed** to the address appearing on the face of the Purchase Order. It shall be the responsibility of Bidder to identify to District Representative any charges that are unsettled at the time of

submission of invoice and before closing of the project. The District does not pay invoices in advance of delivery (prepay).

y. **Invoice Verification/Correction:** It shall be the responsibility of the District Representative or other designated personnel to verify and approve all invoices and notify Bidder should any billing errors be discovered. Bidder shall promptly resolve any and all billing discrepancies.

z. **Final Payment:** It is agreed and understood that the making of final payment shall not constitute a waiver of any claims by the District and shall not relieve Bidder of the responsibility for negligence, defective materials, or workmanship to the extent within the period provided by law and by the warranties provided herein. SBAC reserves the right to partially pay (short pay) invoices should reasonable justification be presented by District Representative that all installation work has not been satisfactorily completed.

aa. **Payment Terms:** Payment for the purchase of goods and services shall be made in accordance with Florida Statutes 218.74.

bb. **Auditable Records:** Bidder shall maintain such financial and other records as may be prescribed by the District any by applicable Federal and State laws, rules and regulations. Each District site shall regularly audit sales invoices to verify price accuracy. It shall be the responsibility of Bidder to maintain auditable sales records that can adequately support the determination of invoice unit cost. All records shall be kept in accordance with generally accepted accounting principles for a period of three (3) years from final contract payment. Records shall be made available with reasonable notice for examination, transcription, and audit by the District, its designees, or other entities authorized by law. Copies of records shall be made provided to the District within five (5) business days of request. Failure of Bidder to provide auditable records in the time and manner that is acceptable to the District may be deemed as a default of contract.

cc. **Product Warranty:** (Reference Attachment A, "25. Condition of Product/Services": In addition… All products shall carry the manufacturer's standard warranty which shall apply from the date of receipt of item. During warranty period, Bidder shall replace any defective product without cost to the District with the understanding that all replacements shall carry the same guarantee as the original products. Bidder shall make any warranty replacements within five (5) business days of notification from District. Bidder shall resolve all matters regarding materials facts and issues with the manufacturer without the involvement of the District, and shall have direct responsibility for the remedy of all warranty issues. Bidder shall offer District any other warranty exceeding that of the manufacturer that is provided to the general trade or volume accounts.

dd. **Energy Conservation**: Offerors will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

ee. **Conflict of Interest**: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the District. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches. Further, Bidder certifies that no SBAC employee has or shall benefit financially or materially from such IFB or subsequent contract. Any contract issued as a result of this IFB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

20. Product: The District shall allow and consider the proposal of a limited number of manufacturer product lines if they are suitable for general educational facility use and meet the specific needs and quality standards of the District. For evaluation purposes, the District prefers that proposed manufacturer product lines be: (A) produced by a generally known and nationally recognized manufacturer, and; (B) successfully utilized by other school districts within the State of Florida. SBAC reserves the right to request from Bidder any evidence that it deems appropriate in the evaluation and approval process, and to make sole and final determination to accept or reject any or all proposed alternate manufacturer product lines.

Unless otherwise specified, all goods purchased under this contract shall be new and unused, the latest model, first quality, and fresh stock. Replacement parts shall be available in sufficient supply for a minimum period of five (05) years from date of delivery and acceptance.

21. Samples: Upon award of contract, Bidder may occasionally be required to furnish fully assembled samples for evaluation purposes. Samples shall be provided at no cost to the District within ten (10) business days of request by

District Representative. It is understood that all samples shall remain the property of Bidder and will be returned at Bidder's expense upon completion of evaluation. In some cases, performance testing may be required which may result in damage to product. The District shall not assume any liability for any such damage thereto. Following testing and evaluation, Bidder shall remove samples within thirty (30) calendar days of request. Any samples remaining thereafter shall become District property.

22. Catalogs: It shall be required that Bidders submit with Bid response one (01) electronic copy of manufacturer's published catalog and/or descriptive price list for each proposed manufacturer product line on a **flash drive**, which shall be attached to the hard-copy Bid. Product information contained therein must be descriptive in detail and include manufacturers' suggested retail price (MSRP) and product order number. If pricing is not printed in catalog, a price list must be attached. Catalog(s) shall be the latest edition or most current published, and must be dated and/or numbered for identification purposes. Sales flyers, promotion price sheets of limited offering and time, or catalogs devoid of listed prices shall not be considered acceptable form. The submittal of Bidder's own published catalog(s) illustrating proposed manufacturer product lines may be acceptable if pricing is consistent with MSRP. Catalogs submitted for products other than as represented in this contract shall not be considered for award. Failure to submit catalog(s) in the time and manner as specified may cause Bid to be declared non-responsive.

23. Ecommerce: The District recognizes the potential savings of placing orders and making payment with a District issued Visa™ credit card online via internet. The Purchasing Department shall encourage all District sites to utilize this method when available, taking into consideration established single dollar amount transaction limits. As condition of usage, it shall be required that list pricing be available online so that discounts can be verified and applied properly. Only actual items shipped/delivered shall be charged to the credit card account; no backorders shall be allowed. All delivered items shall include a packing slip or receipt/invoice listing items and price paid. For security reasons, the credit card number must not appear on any packing slips/delivery tickets.

24. Discount: Bids shall be submitted for each defined delivery method in the form of a percentage (%) discount amount, out to the tenths digit (i.e., 25.1%), deducted (-) from current, unaltered, published Manufacturer's Suggested Retail Prices (MSRP) that are in general circulation, and in effect at the time of product ordering. Discount(s) offered shall be firm and fixed during the term of contract. It is understood that MSRP may be updated and changed on a periodic basis. Such changes shall not be selective to SBAC, but must apply to Bidder's entire customer base. In the determination of discount offered, the following terms and conditions shall prevail:

A. Single/Multiple Discount: The District prefers that the discount offered apply to the entire manufacturers' standard product line. However, should it not be standard practice in the normal course of business to offer a single percentage discount, multiple discounts may be offered in lieu of a single discount based on defined manufacturer product/brand categories. Discount ranges offered with no explanation shall not be considered.

B. Competitive Discount: Bidders are requested to offer the District the maximum discounts available, commensurate with the scope of this contract, and offered to other educational institutions of equal or greater size. Discount offers of zero percent (0%) or net shall not be accepted unless from an already discounted manufacturer's catalog. SBAC reserves the right to reject any and all Bids that, in its opinion, do not offer a competitive discount that affords a price advantage to the District. In making such determination to reject Bid, consideration shall be given to catalog price structure, product offering, discount equity with other school districts, as well as discounts offered by competition. It is anticipated that those Bidders with the most favorable net delivered prices for those products meeting the specific requirements for each purchase should receive the largest volume of orders.

C. Minimum Orders: Discount offered shall be based on an order quantity of one (01) or more. Minimum order dollar ($) requirements shall not be allowed unless to comply with the terms of an additional quantity discount. Bidders who have an established minimum order amount as normal business practice are encouraged to list that amount as the "floor" on the Quantity Discount schedule. The District recognizes that shipping is a significant overhead cost component and shall make every reasonable effort to maximize orders when feasible.

D. Freight Terms: All orders shall be shipped F.O.B. Destination (multiple locations), freight prepaid and included based on delivery method, with title to goods transferring to the District at time of receipt and acceptance. Bids which contain separate delivery charges may be considered non-responsive. Delivery shall not ordinarily be made to any central warehouse location. No common carrier charges shall be honored by SBAC and any shipping charges billed to the District shall be refused payment.

E. Quantity Discount: Bidders are always urged to negotiate further price concessions with manufacturers and to offer additional discounts for one time delivery of large single orders. Bidders may list quantity discount on Form of Proposal or offer discount on a quote basis at time of order.

F. Advantage Discounts: Bidders may offer additional "special" discounts at any time and may invoice at discounts greater than that bid. The District shall accept additional discounts and price incentives offered by Bidder.

G. Best Pricing Offer: Should "special" price promotions or discounts be available to the general trade or other institutional/business customers during term of contract for substantially the same or smaller quantity of specified products, than Bidder shall immediately offer the lower pricing to the District. It is understood that this special pricing may be of limited time duration and that the standard contract discount shall prevail at the end of the special sales program.

25. Delivery Methods: Discount offered shall be predicated on each of the following defined delivery methods:

A. Delivered, Non-installed: Sun shade structures and all accessories shall be delivered to the designated District site by Bidder or commercial carrier, unloaded and placed at the designated laydown area. Unless otherwise agreed, the District shall be responsible for transporting goods to desired location at the facility, unpacking shipping cartons, and performing any required assembly. Any article weighing over 50 lbs. requires lift gate delivery. No District school site has a forklift.

B. Delivered, Installed: Bidder shall be responsible for providing all personnel, equipment and services necessary for the delivery, offloading, transporting, uncrating, inspecting and assembly of sun shade structures and/or accessories at designated District site. In brief, item shall be assembled, set in place as directed by end user, and made ready for immediate use. Upon completion of installation, Bidder shall remove all packing materials and debris from site and leave area in a neat and clean condition. All services shall be performed complete.

It is agreed and understood that the District shall not provide any assistance in the performance of any said services. There are no loading docks, forklifts or District personnel available for off-loading trucks at any District school. It shall be the responsibility of Bidder to inform all delivering carriers of this requirement. Bidder shall be required to notify District Representative of impending delivery a minimum of two (**02**) business days in advance to ensure that work area is properly prepared. Failure to submit discount rates for each of the specified delivery methods on the Form of Proposal, may cause Bid to be non-responsive.

26. Exceptions: Bidder may propose exceptions to the terms and conditions as specified herein including discount/pricing methodology if such exceptions are standard practice in the normal course of business. Any proposed exceptions to the terms and conditions should be clearly delineated on Form of Proposal or by an attachment thereto. Failure to so indicate any exceptions shall be construed to mean acceptance. All noted exceptions or deviations shall be considered by the Purchasing Department during the Bid evaluation process and may be a factor in award. SBAC reserves the right to make sole and final determination to accept, reject or negotiate any or all proposed changes to the terms and conditions of IFB as deemed to be in the best interest of the District.

27. Price: The unit price, as indicated on invoice, shall be determined by applying the proposed percentage (%) discount for the applicable delivery method to the MSRP to obtain the net delivered price. Unit price shall be easily derived and verifiable from a documented source that is readily accessible or available such as published catalog, descriptive price list or website. Published list prices shall not be custom or solely developed for purposes of the IFB and resulting contract, if awarded.

Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all space planning services, supervision, handling, order processing, delivery, installation (if required), profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges (i.e., fuel, upper floor installations, etc.) shall be applicable to this contract and shall not be honored by the District.

28. Price Quote: All Districts sites shall be encouraged to "price compare" as standard purchasing procedure. SBAC reserves the right to solicit written price quotations for each individual purchase from one (01) or more awarded Bidders that are, in the opinion of District, the most appropriate in meeting application requirements and desired quality standards. Bidder shall be responsible for submitting its best and final quotation within the time deadline as specified. Price quotations shall only be considered if they list the following information: product number; catalog list

price; Bid discount as applicable to delivery method; any additional discounts; net delivered price; and, estimated delivery time. Bidder shall also submit product specification literature upon request.

29. Other Contracts: It is understood that the District may be eligible to participate in other contracts with buyer groups and/or "not for profit" buying co-ops (i.e., U.S. Communities, etc.) that provide catalog discounts to public agencies and other school districts. It is recognized that the discount offered in these type contracts may be more favorable than that offered in this IFB based on the number of participants and potential dollar volume of sales. The District shall therefore allow and consider the proposal of such contracts if they afford a clear and definite price advantage to the District. If intending to propose, Bidder shall include a copy of contract and other relevant information relating to eligibility requirements and award as an attachment to Bid response.

30. Warranty: Reference Attachment A, "25. Condition of Product/Services": In addition.… All products provided in the performance of contract shall carry the manufacture's standard warranty against defective material, workmanship, and failure to perform in accordance with manufacturer's performance standards. Warranty shall apply from the date of completion of delivery/installation as referenced on invoice. Any other warranty exceeding that of the manufacturer that is provided by Bidder to other commercial accounts in scope and size of this contract shall additionally be offered to the District. Bidder shall have direct responsibility for the remedy of all warranty issues and shall resolve all matters regarding material facts and issues with the manufacturer, without the involvement of the SBAC. It is understood that any warranty coverage exercised shall be at no cost to the District and shall include any transportation charges incurred in the process of repair. If Bidder is the material manufacturer and supplier, Bidder shall satisfy the needs of the SBAC immediately, without dispute.

Installation: Bidder shall warrant that all installation workmanship performed shall be of the highest quality, free from faults and defects, and in conformance to manufacturer's instructions. Installation work shall adhere to best commercial practices, and customary, reasonable, and prudent standards of care as established within the industry, and shall be performed to the complete satisfaction of SBAC. All work not conforming to these requirements shall be considered defective. Warranty shall be for a period of one (01) year from date of final acceptance by the District and shall be performed at no cost to the District.

Unless as otherwise agreed, all goods and installation warranty issues shall be corrected within five (05) business days of notification. Consistent delays or unresponsiveness in addressing warranty issues shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

31. Taxpayer Identification Form W-9: Bidder is requested to submit a completed W-9 Form with Bid response if any of the conditions listed conditions below applies to your firm. The information on W-9 Form shall only be entered into the District's vendor database for those Bidders awarded contract.

- New vendor, W-9 Form has not previously been submitted;
- Change in company name;
- Change in company address;
- Any other changes from previously submitted form.

32. Service Complaints: All performance related complaints shall be reported by the District to Account Representative or other appropriate designated Bidder's representative. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement.

33. Habitual Violator: Reference Attachment A, "47. Termination for Default": In addition… Should the District determine that the number of complaints at any District site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (5) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department.

In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder's record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a "habitual violator". In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and

collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

ATTACHMENT C
FORM OF PROPOSAL
IFB 24-13-
SUN SHADE STRUCTURES
& MISC. ACCESSORIES (CATALOG DISCOUNT)

(Duplicate page as needed for each proposed manufacturer/brand category)

Bidder (Company) Name: _____

Bidder Instructions: Bidder shall input a discount percentage (%) amount, out to the tenths digit (0.0%), for one or more manufacturers and/or product offerings below. Discount offered shall be applicable to all payment methods.

Proposed Manufacturer (Print): _____

Catalog Title: _____ Volume #:_____ Effective Dates: _____

Product Offering: List by proposed manufacturer: _____

_____

_____

Discount: Bids shall be submitted in the form of a percentage (%) discount amount, out to the tenths digit (i.e., 58.5%), deducted (-) from current, unaltered, published Manufacturers' Suggested Retail Prices (MSRP). Indicate "All Products" if discount offered applies to all products in manufacturer catalog. Multiple discounts may also be offered in lieu of a single discount based on defined manufacturer product/brand categories. Shipping and/or installation would be quoted before an order is placed.

#	Manufacturer/Product/Brand Category(s)	Discount (%) off MSRP/List Price
1.		%
2.		%
3.		%
4.		%
5.		%
6.		%

Is discount offered equal to or greater than that offered other school districts within the State of Florida of equal or greater size than District? □ Yes □ No

Does your firm represent proposed manufacturer product line on State of Florida Contract? □ Yes □ No

Quantity Discount: □ Not offered □ Offered on a quote basis at time of order or □ as follows:

#	Price Range Price range is: □ MSRP □ Net of discount	Discount (%) off MSRP/List Price
1.	$ — $	%
2.	$ — $	%
3.	$ — $	%
4.	$ — $	%
5.	$ — $	%
6.	$ — $	%

Delivery shall normally be within _____ business days from receipt of order.

☐ Check (✓) if additional page(s) have been submitted as a supplement to this proposal form.

Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Bidder shall acknowledge receipt and acceptance of any addenda issued in the spaces provided below.

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

ATTACHMENT C
FORM OF PROPOSAL
IFB 24-13
SUN SHADE STRUCTURES &
MISC. ACCESSORIES (CATALOG DISCOUNT)

Questionnaire: Bidder shall provide all information requested below, which shall serve as a basis for order processing and product pricing**.** Failure to indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified in IFB. However, the inclusion of any additional terms and conditions not specifically allowed or otherwise found unacceptable may cause rejection of Bid. Should sufficient space not be provided to enable a complete response, Bidder may submit an attachment to Bid response.

Failure to provide all information as requested may result in disqualification of Bid.

Bidder (Company) Name: _____

Business Operations

Bidder is a: ☐ Manufacturer ☐ Wholesale Distributor ☐ Retail Dealer

Is your business office staffed during regular business hours? ☐ Yes ☐ No Hours: _____ to _____

Experience

Years in business under present name: _____

Years providing products/services within the State of Florida: _____ Alachua County: _____

Has your firm ever done business with the District? ☐ Yes ☐ No

Does your firm currently have term contracts with any school districts within State of Florida? ☐ Yes ☐ No

If yes, list primary accounts: _____

_____

Designated Account Representative

Name: _____Title: _____

Phone #: _____ Fax #: _____

Email: _____

Is Account Representative available to make on-site visits within District upon request? ☐ Yes ☐ No

Designated Account Representative (Inside Sales)

Name: _____Title: _____

Phone #: _____ Fax #: _____

Email: _____

Quotations

Requests for price quotations shall be sent to: ☐ Account Representative ☐ Account Representative (Inside)

☐ Other: _____

Facility (Service Dispatch/Warehouse)

Contact Name: _____Title: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Purchase Orders □ Check (✓) if same as "Facility"

Contact Name: _____Title: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Purchasing Card

Does your firm currently accept Visa™ Purchasing Card as form of payment? □ Yes □ No

Exceptions: _____

Ecommerce

Internet URL: _____

Check (✓) if available online: □ Product Catalog □ MSRP □ Discounted Prices as offered District

Can product orders be placed online? □Yes □ No If yes, with □ P-Card □ Purchase Order

Exceptions: _____

Please include as an attachment to Bid response an explanation of your firm's on-line ordering process and requirements, including any procedures that apply to P-Card purchases.

Product/Pricing Information (Check (✓) as applicable)

Product Information shall be provided in the following format: □ Published Catalog(s) □ Descriptive Price List □ On-line Catalog Website □ Electronic Catalog □ Third Party (Mfg.) Catalog(s)

Alternate Product Catalog: □ Submitted with Bid response (See item 20 above)

MSRP shall be verified by accessing the following: □ Published Catalog(s) □ Descriptive Price List □ On-line Catalog Website □ Electronic Catalog □ Third Party (manufacturer) Catalog(s)

Delivery

Delivery shall normally be made by: □ Own vehicle □ Other: _____

Returned Item(s)

Product(s) may be returned within _____ business days of receipt of order.

Exceptions: _____

Will a restocking fee be charged for returned product? □ Yes □ No

If yes, re-stocking fee is _____% of total cost of product (≤ 20%).

References

Provide three (03) references from commercial accounts or other public agencies within the State of Florida that your firm has provided contract services within the past two (02) years.

1. Company/Organization name: _____

   Address: _____ City/State/Zip: _____

   Contact name: _____Title: _____

   Telephone #: (_____)_____ Under current contract: ☐ Yes ☐ No

2. Company/Organization name: _____

   Address: _____ City/State/Zip: _____

   Contact name: _____Title: _____

   Telephone #: (_____)_____ Under current contract: ☐ Yes ☐ No

3. Company/Organization name: _____

   Address: _____ City/State/Zip: _____

   Contact name: _____Title: _____

   Telephone #: (_____)_____ Under current contract: ☐ Yes ☐ No

EXHIBIT B

4150 S.W. 19 Street
Ocala, FL 34474
p: (800) 609-6066 | f: (352) 237-2256
www.shadesystemsinc.com

Sales Order

Bill To: **City of Sunrise**
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
Earl Prizlee
eprizlee@sunrisefl.gov

Prepared By: **Anny Fiore**
(954) 798-6334
anny@shadesystemsinc.com

Quote No.: Q-15344
Quote Date: 6/27/2025
Expires On: 9/29/2025

Project Name: **Observation Deck Sails**

Thank you for your interest in Shade Systems. We are happy to quote the following product(s):

QTY	DESCRIPTION	EACH	TOTAL
4	Model No. SAT2520A - Providing a 6-point attachment sail with stainless-steel corner plates and cables with applicable column clamps per drawing dated 1/10/2025 CoolNet™ Color:_____ Powder-Coat Color:_____	$15,598.00	$62,392.00
1	Florida Professional Engineer Sealed Drawings - Note that with existing columns and foundations the engineering provided is only for the sail fabrics and attachment design only.	$1,281.00	$1,281.00
1	Florida Professional Engineer Sealed Calculations - Note that with existing columns and foundations the engineering is only for the sail fabrics and the potential wind uplift calculations only.	$640.00	$640.00
1	Shipping / Handling Charge to Sunrise, Florida 33325	$2,053.75	$2,053.75
1	Less 20% Discount Per Alachua County Public School Contract # SBAC-IFB 24-13	$-13,273.35	$-13,273.35
		TOTAL:	$53,093.40

IMPORTANT TERMS & CONDITIONS:

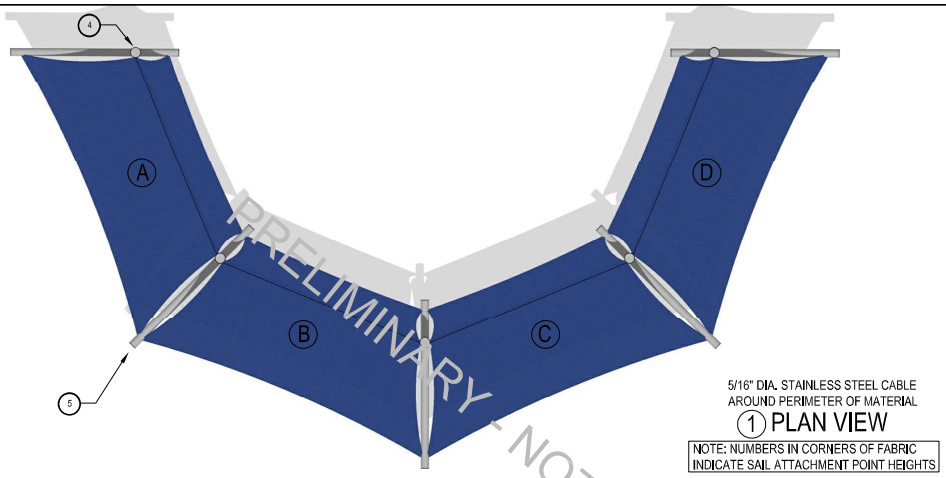
- All products quoted are per standard Shade Systems specifications per our catalog.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available upon request at additional cost.
- Prices do not include any columns, truck unloading or installation.
- Current shipping schedule is estimated at 8 to 10 weeks after receipt of order.
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order along with your official municipal purchase order. Payment terms are Net 30 Days.

ABOVE APPROVED AND ACCEPTED:

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees this order is not cancelable.

BY: _____ TITLE: _____ DATE: _____

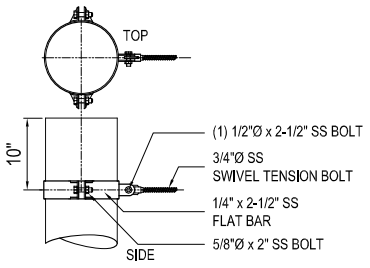
IMPORTANT: The footings sizes provided are estimated only. Depending on local conditions, actual engineered concrete footings may be substantially larger than estimates provided herein. Shade Systems is not responsible for actual engineered footings sizes differing from the estimates given or for any additional concrete installation costs which may be incurred by you as a result thereof.



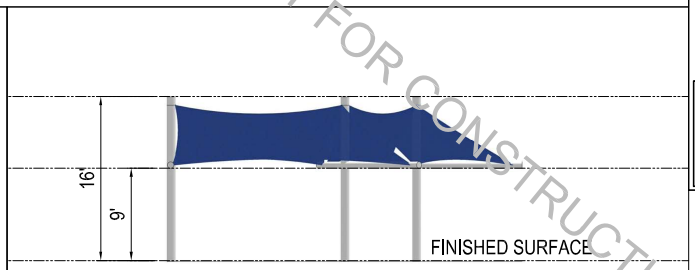
5/16" DIA. STAINLESS STEEL CABLE AROUND PERIMETER OF MATERIAL

1 PLAN VIEW

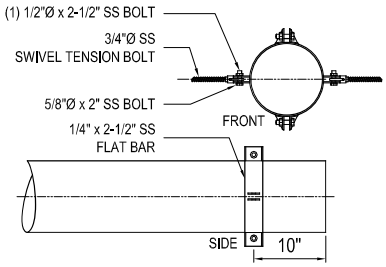
NOTE: NUMBERS IN CORNERS OF FABRIC INDICATE SAIL ATTACHMENT POINT HEIGHTS



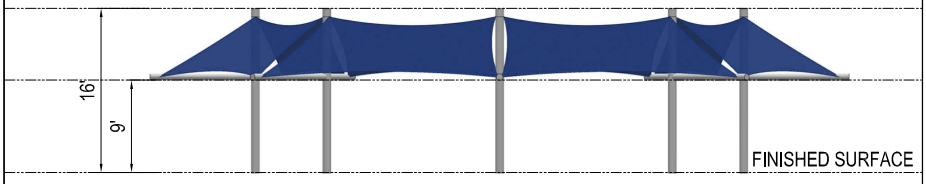
4 SAIL BRACKET DETAIL



2 LEFT SIDE VIEW



5 SAIL BRACKET DETAIL



3 FRONT VIEW

GENERAL NOTES

1- THE SHADE SYSTEMS, INC.™ STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE 8TH EDITION AND ASCE 7-22 TO THE FOLLOWING DESIGN CRITERIA:

	STRUCTURE WITH FABRIC CANOPY REMOVED
RISK CATEGORY	II
EXPOSURE	C
BASIC WIND SPEED	165 MPH

2- THE FOUNDATION ASSUMES A MINIMUM SOIL BEARING CAPACITY OF 1700 PSF.

3- ALL FASTENERS SHALL BE STAINLESS STEEL.

4- ALL BOLTS MUST BE SNUG TIGHT. THE SNUG TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH THE FULL EFFORT OF A TYPICAL WORKER USING AN ORDINARY SPUD WRENCH TO BRING THE PLIES INTO FIRM CONTACT. SNUG TIGHT IS THE CONDITION THAT EXISTS WHEN ALL THE PLIES IN A CONNECTION HAVE BEEN PULLED INTO FIRM CONTACT BY THE BOLTS IN THE JOINT AND ALL THE BOLTS IN THE JOINT HAVE BEEN TIGHTENED SUFFICIENTLY TO PREVENT THE REMOVAL OF THE NUTS WITHOUT THE USE OF A WRENCH.

5-THE FABRIC IS READILY REMOVABLE AND NEED TO BE REMOVED IF WIND SPEED MORE THAN 75 MPH IS EXPECTED. THIS COMPLIES WITH "QUICK REMOVAL" PER 2023 FLORIDA BUILDING CODE 8TH EDITION PER SECTION 3105.4.2.1

STEEL:

1- STEEL PIPES SHALL HAVE A MINIMUM YIELD STRENGTH OF 45 KSI. STEEL PLATES SHALL CONFORM TO ASTM A36

2- ALL PARTS SHALL BE FACTORY-WELDED TO AMERICAN WELDING SOCIETY (AWS) SPECIFICATIONS AND SHALL UTILIZE E70XX AND HAVE THE HIGHEST STANDARDS OF QUALITY WORKMANSHIP.

3- ALL WELDS SHALL BE FILLET WELDS WITH MINIMUM PERMISSABLE THROAT THICKNESS OR FULL PENETRATION GROOVE WELDS.

CONCRETE:

1- ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 301 AND 318.

2- CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (f'c) OF 4000 PSI. A CONCRETE MIX HAVING A TESTED STRENGTH OF AT LEAST 3000 PSI THAT IS MIXED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IS ACCEPTABLE FOR USE.

3- REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 WITH A MINIMUM YIELD STRENGTH (fy) OF 60 KSI.

4- UNLESS OTHERWISE SHOWN, CONCRETE COVER SHALL BE 3" (MIN).

FABRIC:

1- COOLNET™ SHADE FABRICS MEET FIRE STANDARDS FOR SHADE FABRICS INCLUDING CSFM 7237.1 AND NFPA 701 ACROSS ALL COLOR VARIANTS.

THIS DOCUMENT AND ITS CONTENTS ARE THE PROPERTY OF SHADE SYSTEMS, INC., AND CANNOT BE MODIFIED, USED, OR RESOLD TO ANY PERSON OR ENTITY WITHOUT WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. REPRODUCTION OF THESE PLANS, EITHER IN WHOLE OR IN PART, INCLUDING ANY FORM OF COPYING AND/OR PREPARATION OF DERIVATIVE WORKS THEREOF, FOR ANY REASON WITHOUT PRIOR WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. IS STRICTLY PROHIBITED.
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NOTE TO OWNER:
OWNER ACCEPTS FULL RESPONSIBILITY FOR REMOVING THE FABRIC SHADE MATERIAL FROM THE STEEL FRAME WHEN SEVERE WEATHER CONDITIONS ARE PREDICTED. SUCH CONDITIONS INCLUDE PREDICTED WIND SPEEDS IN EXCESS OF 75 MPH.

Shade systems
4150 S.W. 19 Street
Ocala, FL 34474
Tel.: 1-800-609-6066

NOTE:
PRELIMINARY AND TENTATIVE DRAWING, NOT FOR CONSTRUCTION.
ALL INFORMATION SHOWN IS SUBJECT TO CHANGE BY MANUFACTURER PRIOR TO DELIVERY. USE ONLY DRAWINGS AND INSTRUCTIONS PROVIDED WITH YOUR ORDER FOR CONSTRUCTION

Lake Observation Deck Sails
Sunrise, FL 33351

Approved:

Model Name:
CUSTOM SAIL
SHADE SYSTEMS STRUCTURE
Model No.:
SAIL

Revisions

REP:

REP QTE. NO.
Q-13836

Approved:	JRB	Job: QTE
Checked:	MG	
Drawn:	RB	
Date:	01/10/2025	Sheets: 1 OF 1
NOT TO SCALE		

Detail by Entity Name

Florida Profit Corporation
SHADE SYSTEMS, INC.

Filing Information

Document Number	P03000006734
FEI/EIN Number	42-1571783
Date Filed	01/17/2003
State	FL
Status	ACTIVE

Principal Address

4150 S.W. 19 STREET
OCALA, FL 34474

Changed: 03/22/2007

Mailing Address

4150 S.W. 19 STREET
OCALA, FL 34474

Changed: 03/22/2007

Registered Agent Name & Address

BAYMAN, ALAN A
SHADE SYSTEMS, INC.
4150 S.W. 19 STREET
OCALA, FL 34474

Name Changed: 03/19/2006

Address Changed: 03/19/2006

Officer/Director Detail

Name & Address

Title P

BAYMAN, ALAN A
4150 S.W. 19 STREET
OCALA, FL 34474

Annual Reports

Report Year	Filed Date
2023	01/28/2023
2024	02/10/2024
2025	02/23/2025

Document Images

02/23/2025 -- ANNUAL REPORT	View image in PDF format
02/10/2024 -- ANNUAL REPORT	View image in PDF format
01/28/2023 -- ANNUAL REPORT	View image in PDF format
02/05/2022 -- ANNUAL REPORT	View image in PDF format
02/21/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
02/02/2018 -- ANNUAL REPORT	View image in PDF format
02/23/2017 -- ANNUAL REPORT	View image in PDF format
03/21/2016 -- ANNUAL REPORT	View image in PDF format
03/20/2015 -- ANNUAL REPORT	View image in PDF format
03/17/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
03/16/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
04/20/2008 -- ANNUAL REPORT	View image in PDF format
03/22/2007 -- ANNUAL REPORT	View image in PDF format
03/19/2006 -- ANNUAL REPORT	View image in PDF format
04/24/2005 -- ANNUAL REPORT	View image in PDF format
03/19/2004 -- ANNUAL REPORT	View image in PDF format
01/17/2003 -- Domestic Profit	View image in PDF format

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Equipment

Item Number: 4H **Meeting Date:** 7/8/2025

City Reference Number (C#): C25165

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of parts and services from Stewart & Stevenson FDDA LLC as the Sole Source provider; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Various Departmental Accounts

Amount:
$50,000.00 Estimated Annual Expenditure

Not to exceed budgeted funds for FY2024/2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25165
Sole Source Letter
Sunbiz

Background:
The City of Sunrise Utilities Department has two MTU Emergency Generators located at the Public Safety Complex, two MTU Emergency Generators at City Hall, and one MTU Emergency Generator at Fire Station No. 92. The operation of these emergency generators is crucial in the event of a power outage during normal operation or storm related issues. Ongoing efforts by the Utilities Department to maintain operations requires the purchase of parts and services, on an as-needed basis, from Stewart & Stevenson FDDA LLC.

Stewart & Stevenson FDDA LLC is the sole source provider of authorized MTU engine and power generation distributor in the State of Florida; provides factory trained service professionals; and is the Original Equipment Manufacturer (OEM) for MTU engine parts and services for repairs and replacements.

Staff is requesting approval to purchase parts and services on an as-needed basis from Stewart & Stevenson FDDA LLC, as the sole source provider.

Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise, it is requested that the City Commission waive the City's formal bidding requirement for the purchase of Stewart & Stevenson FDDA LLC parts and services on an as-needed basis, Stewart & Stevenson FDDA LLC as the sole source provider for the reasons set forth in the Resolution and this Agenda Item Request for (a) budgeted purchases in the current fiscal year and (b) for future purchases for three years from the effective date of this Resolution that do not exceed budgeted funds.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF PARTS AND SERVICES FROM STEWART & STEVENSON FDDA LLC AS THE SOLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires a preventative maintenance contractor for the five (5) MTU Emergency Generators located at the Public Safety Complex, Fire Station 92, and City Hall.

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

Section 1. The purchase of parts and services, on an as-needed basis, from Stewart & Stevenson FDDA LLC, is hereby approved.

Section 2. Stewart & Stevenson FDDA LLC is the sole source provider of authorized MTU engine and power generator parts and services in the State of Florida. Pursuant to Section 5-173(c)(3) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures hereby are waived as to Stewart & Stevenson FDDA LLC for (a) budgeted purchases in the current fiscal year and (b) for future purchases for three (3) years from the effective date of this Resolution of replacement parts, annual maintenance and services that do not exceed budgeted funds.

Section 3. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

SOLE SOURCE/SINGLE SOURCE JUSTIFICATION FORM

Date: 06/27/2025 **Department:** Utilities **Requisition No.:** _____

Department Contact: Steve Joseph

Proposed Sole Source Vendor: Florida Detroit Diesel **Vendor No.:** _____

One-Time Purchase ☐ **Purchase Amount: $** _____

Annual Purchase ☑ **Estimated Annual purchase amount: $** >$25,000.00

1. Description of Services/Products: (Attach a quote in addition to filling out this section)
   Preventative maintenance contractor for the five (5) MTU Emergency Generators located at the Public Safety Complex, Fire Station 92 and City Hall.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

   Stewart & Stevenson Florida Detroit Diesel Allison (FDDA), LLC is the only duly authorized MTU engine and power generation distributor in the State of Florida authorized to sell and service all products.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

Rodrigo de Castro _____

Department Director's Name **Department Director's Signature**

FOR PURCHASING USE ONLY

Approved: ☐

Disapproved: ☐

By: _____
Procurement Manager

Date: _____

Sole Source Number: SS_____

Valid Period: ☐ (3) three years from date of approval
☐ One-Time Purchase

Valid Amount per year: ☐ ≤$24,999 ☐ ≥$24,999

Resolution No. _____

Rolls-Royce Solutions America Inc.

39525 MacKenzie Dr.
Novi, MI 48377, USA
T +1 248 560 8000

660 Bettis Academy Rd.
Graniteville, SC 29829, USA
T +1 803 232 6226

100 Power Dr.
Mankato, MN 56001, USA
T +1 507 625 7973

March 12, 2025

Subject: **RRSA/*mtu* Authorized Engine and Power Generation Distributor**

To whom it may concern,

I am writing this letter to confirm that Stewart & Stevenson FDDA, LLC is the only duly authorized MTU engine and power generation distributor in the State of Florida. FDDA has full-service sales and product support personnel with capabilities to provide factory trained service and original equipment MTU engines and parts.

We appreciate the opportunity to provide MTU engines and emergency power solutions to you, our customer.

Please feel free to reach out for additional confirmation if required.

Best regards,

Rick Apple

Sr. Manager, Power Generation Distribution Sales – Americas

Rolls-Royce Power Systems - MTU America

Mobile: (937) 569-8398

Email: Rick.Apple@ps.rolls-royce.com

Detail by Entity Name

Foreign Limited Liability Company
STEWART & STEVENSON FDDA LLC

Filing Information

Document Number	M13000007132
FEI/EIN Number	36-4772928
Date Filed	11/12/2013
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	01/21/2014
Event Effective Date	NONE

Principal Address

55 Waugh Drive, STE 1000
HOUSTON, TX 77007

Changed: 04/24/2018

Mailing Address

PO BOX 1745
HOUSTON, TX 77251

Changed: 04/24/2018

Registered Agent Name & Address

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

Authorized Person(s) Detail

Name & Address

Title Authorized Member

STEWART & STEVENSON LLC
55 Waugh Drive, STE 1000
HOUSTON, TX 77007

Title President

MANN, DONALD
4141 SW 30TH AVE
FT. LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2023	01/09/2023
2024	01/19/2024
2025	01/22/2025

Document Images

01/22/2025 -- ANNUAL REPORT	View image in PDF format
01/19/2024 -- ANNUAL REPORT	View image in PDF format
01/09/2023 -- ANNUAL REPORT	View image in PDF format
01/06/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
03/20/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
04/24/2018 -- ANNUAL REPORT	View image in PDF format
12/12/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
05/19/2014 -- ANNUAL REPORT	View image in PDF format
01/21/2014 -- LC Amendment	View image in PDF format
11/12/2013 -- Foreign Limited	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4I

Meeting Date: 7/8/2025

City Reference Number (C#): C25162

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Fifth Amendment to Project Agreement No. 19-015-SC between the City of Sunrise and Stantec Consulting Services, Inc." for the Springtree WWTP Storage & Equipment Building project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25162

Fifth Amendment to Project Agreement
Fourth Amendment to Project Agreement
Third Amendment to Project Agreement
Second Amendment to Project Agreement
First Amendment to Project Agreement
Project Agreement

Background:

On August 13, 2019, the City Commission approved Project Agreement 19-015-SC with Stantec Consulting Services, Inc. (Stantec) for the design, bidding, permitting, and construction administration of a new Storage and Equipment Building at the Springtree Wastewater Treatment Plant (WWTP) located at 4350 Springtree Drive in Sunrise. The scope of work included the design of a new building, extending the pre-cast concrete wall along the Springtree Drive frontage, and installation of new fencing returning back to the east along the north side of the property. The existing maintenance and equipment metal building will be kept for additional storage and operational purposes.

On October 23, 2019, the Director of Utilities approved the First Amendment to the Project Agreement to revise the Scope of Services to provide additional Consulting Services required to add a solar power electrical system to the proposed building.

On August 13, 2020, the Director of Utilities approved the Second Amendment to the Project Agreement to revise the Scope of Services to include Landscape Architecture and Irrigation Design Services for the project.

On March 2, 2021, the Director of Utilities approved the Third Amendment to the Project Agreement to revise the Scope of Services to include owner-requested modifications to the Civil, Landscape, and Electrical Plans for the project.

On August 16, 2022, the Capital Projects Director provided the first one-year extension to the Project Agreement until August 22, 2023, in accordance with Section 7 of the Project Agreement.

On August 22, 2023, the Capital Projects Director provided the second one-year extension to the Project Agreement until August 22, 2024, in accordance with Section 7 of the Project Agreement.

On July 10, 2024, the City Manager approved the Fourth Amendment to Project Agreement to revise the construction services to include necessary special building inspections and provide consulting services in support of grant funding that is partially funding the project.

On July 25, 2024, the Capital Projects Director provided the third and final one-year extension to the Project Agreement until August 22, 2025, in accordance with Section 7 of the Project Agreement.

Due to the requirements of the grant, the construction project was advertised for bid later than initially planned. The Construction Contract was awarded to Alen Construction on April 23, 2024. Upon receiving all of the required permits, Alen Construction began construction on October 21,

2024, and construction is progressing well. The project is expected to achieve final completion by January 2026.

The Project Agreement with Stantec is set to expire on August 22, 2025, therefore, considering that construction is expected to last until January 2026, City Commission action is requested to extend the term of this agreement for one additional year through August 22, 2026. This additional time will allow the consultant to continue providing construction management services in accordance with the Project Agreement and to assist in the project close-out process. The consultant is not requesting any additional compensation as part of this Fifth Amendment.

Staff recommends approval of the Fifth Amendment to the Project Agreement with Stantec, extending the term of the Project Agreement through August 22, 2026.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Fernando Pleitez Phone: 954-888-6017

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIFTH AMENDMENT TO PROJECT AGREEMENT NO. 19-015-SC BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC." FOR THE SPRINGTREE WWTP STORAGE AND EQUIPMENT BUILDING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, via Resolution No. 17-107-19-C, the City entered into Project Agreement No. 19-015-SC, as amended, with Stantec Consulting Services Inc. for the Springtree WWTP Storage & Equipment Building Project; and

WHEREAS, the Project Agreement is due to expire August 22, 2025, and an extension of the Project Agreement is necessary to allow for continuing construction management services and to assist in the project close-out process.

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

Section 1. A "Fifth Amendment to Project Agreement No. 19-015-SC between the City of Sunrise and Stantec Consulting Services Inc." (Fifth Amendment) for the Springtree WWTP Storage and Equipment Building Project is hereby approved. A copy of the Fifth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Fifth Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Fifth Amendment To
Project Agreement No. 19-015-SC
Between
THE CITY OF SUNRISE
And
Stantec Consulting Services Inc.

This Fifth Amendment to the Standard Project Agreement No. 19-015-SC dated December 20th, 2017, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "City"), and Stantec Consulting Services Inc. ("Consultant").

WHEREAS, on December 20, 2017, the City and Consultant entered into a Continuing Services agreement for miscellaneous civil engineering services; and

WHEREAS, a Standard Project Agreement ("Standard Agreement") for the Springtree WWTP Storage & Equipment Building, as authorized under Resolution No. 17-107-19-C, was entered between the City and Consultant on August 23, 2019; and

WHEREAS, the parties entered into a First Amendment on October 23, 2019 to revise the Scope of Services to provide additional Consulting Services required to add a solar power electrical system to the building for the Springtree WWTP Storage & Equipment Building Design project in the amount of $4,960.00; and

WHEREAS, the parties entered into a Second Amendment on August 13, 2020 to revise the Scope of Services to include Landscape Architecture and Irrigation Design Services for the Springtree WWTP Storage & Equipment Building Design project in the amount of $9,370.00; and

WHEREAS, the parties entered into a Third Amendment on March 2, 2021 to revise the Scope of Services to include owner-requested modifications to the Civil, Landscape and Electrical Plans for the additional sum of $9,880.00; and

WHEREAS, on August 16, 2022, the Capital Projects Director provided the first one-year extension to the Project Agreement until August 22, 2023 in accordance with Section 7; and

WHEREAS, on August 22, 2023, the Capital Projects Director provided the second one-year extension to the Project Agreement until August 22, 2024 in accordance with Section 7; and

WHEREAS, the parties entered into a Fourth Amendment on July 10, 2024 to revise the construction services to include special building inspections and provide consulting services in support of grant funding for the additional sum of $19,530.00; and

WHEREAS, on July 25, 2024, the Capital Projects Director provided the third and last one-year extension to the Project Agreement until August 22, 2025 in accordance with Section 7; and

WHEREAS, the Standard Agreement expires on August 22, 2025, and the parties wish to extend the term of the Standard Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendment to Standard Agreement. The Standard Agreement is amended to add words shown in underscore and to delete words shown in ~~strikethrough~~:

   A. Section 7.1 of the Standard Agreement is hereby amended as follows:

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for a period of three (3) years from the date of execution hereof~~ until August 22, 2026, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. ~~The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed three (3) one-year terms.~~ No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

3. Conflicting Terms. In the event the terms of this Fifth Amendment conflict with those of the Standard Agreement or its Amendments, the terms of this Fifth Amendment shall govern.

4. All other terms of the Standard Agreement shall remain and continue in full force and effect.

5. Captions. The captions of this Fifth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Fifth Amendment.

6. Effective Date. This Fifth Amendment shall be effective when it is fully executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc. by and through its Principal, Senior Project Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

AUTHENTICATION:

(SEAL)

_____
Felicia M. Bravo, City Clerk

CONSULTANT

STANTEC CONSULTING SERVICES, INC.

By: _____
Oscar Bello, PE

TITLE: Principal, Senior Project Manager

____ day of _____, 20__.

AUTHENTICATE:

_____
Corporate Officer

_____
Please type name of Authorized Representative

(CORPORATE SEAL)

WITNESSES:

_____

_____

Fourth Amendment To
Project Agreement No. 19-015-SC
Between
THE CITY OF SUNRISE
And
Stantec Consulting Services Inc.

This Fourth Amendment to the Standard Project Agreement No. 19-015-SC dated December 20th, 2017, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY"), and Stantec Consulting Services Inc. ("CONSULTANT").

WHEREAS, on December 20, 2017, the City and Consultant entered into a Continuing Services agreement for miscellaneous civil engineering services; and

WHEREAS, a Standard Project Agreement ("Standard Agreement") for the Springtree WWTP Storage & Equipment Building, as authorized under Resolution No. 17-107-19-B, was entered between the City and Consultant on August 23, 2019; and

WHEREAS, the parties entered into a First Amendment on October 23, 2019 to revise the Scope of Services to provide additional Consulting Services required to add a solar power electrical system to the building for the Springtree WWTP Storage & Equipment Building Design project in the amount of $4,960.00; and

WHEREAS, the parties entered into a Second Amendment on August 13, 2020 to revise the Scope of Services to include Landscape Architecture and Irrigation Design Services for the Springtree WWTP Storage & Equipment Building Design project in the amount of $9,370.00; and

WHEREAS, the parties entered into a Third Amendment on March 2, 2021 to revise the Scope of Services to include owner-requested modifications to the Civil, Landscape and Electrical Plans for the additional sum of $9,880.00; and

WHEREAS, on August 16, 2022, the Capital Projects Director provided the first one-year extension to the Project Agreement until August 22, 2023 in accordance with Section 7; and

WHEREAS, on August 22, 2023, the Capital Projects Director provided the second one-year extension to the Project Agreement until August 22, 2024 in accordance with Section 7; and

WHEREAS, the parties wish to amend the Standard Agreement to revise the Scope of Services set forth on Exhibit A;

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendment to Project Agreement. The Project Agreement is amended to add words shown in underscore and to delete words shown in ~~strikethrough~~:

   A. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1 The City shall compensate the Consultant for an amount not to exceed ~~$285,243.16~~ $304,773.16 based on services rendered pursuant to Sections 2.4 through 2.6 and EXHIBIT "1," Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

B. Section 5.2 of the Standard Agreement is hereby amended as follows:

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task	Phase	Fee	%
1	Due Diligence – Geotechnical Study	3,975.00	~~1.39~~ 1.30
2	Design Development	60,878.56	~~21.34~~ 19.98
3a	Construction Documents 90% Phase	56,926.40	~~19.96~~ 18.68
3b	Construction Documents 100% Phase	62,690.00	~~21.98~~ 20.57
3c	Bid Assistance	2,920.00	~~1.02~~ 0.96
3d	Permitting	15,954.64	~~5.59~~ 5.23
4	Construction Administration	~~79,098.56~~ 98,628.56	~~27.73~~ 32.36
5	Reimbursable Allowance	2,800.00	~~0.99~~ 0.92
	Total Fee	**~~$285,243.16~~$304,773.16**	**100.00**

3. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this Fourth Amendment.

4. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the Project Agreement or its Amendments, the terms of this Fourth Amendment shall govern.

5. All other terms of the Project Agreement shall remain and continue in full force and effect.

6. Captions. The captions of this Fourth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Fourth Amendment.

7. Effective Date. This Fourth Amendment shall be effective when it is fully executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment on the respective dates under each signature: the CITY, signing by and through its City Manager, duly authorized to execute same and by Stantec Consulting Services, Inc. by and through its Principal duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mark Lubelski
10 day of July, 2024

CONSULTANT

STANTEC CONSULTING SERVICES, INC.

By: _____
Oscar Bello, PE

TITLE: Principal, Senior Project Manager

28 day of May, 2024.

AUTHENTICATE:

_____
Corporate Officer

JEFFREY P. STONE, Ass't Secretary
Please type name of Authorized Representative

(CORPORATE SEAL)

STANTEC CONSULTING SERVICES INC. Corporate Seal

WITNESSES:

_____

_____

Exhibit A
SCOPE OF SERVICES
Springtree WWTP Storage and Equipment Building

This amendment to the contract will include additional Construction Administration Services. The following is a summary of the additional scope of work items that are requested with this amendment.

Task 4 – Construction Services

The consultant shall provide "Special Building Inspector" services per Broward County Administrative Code and Florida Building Code (FBC) 8th Edition (2023) as needed by the Engineer of Record (EOR) and Architect of Record (AOR). The intent is to describe the requirements necessary to confirm that the work complies with the contract documents and satisfies the City of Sunrise Building Permit requirements.

In addition, the scope will include consulting services in support of the grant funding. Services include assistance with grant administration, which includes attending meetings, assisting with compliance reporting, and verifying that the technical goals and objectives that were outlined in the grant proposal are met in the bid documents.

ADDITIONAL SERVICES

Any additional services not listed above, nor in original Scope of Services related to the Project shall be authorized in writing by the City prior to the performance.

SCHEDULE & DELIVERABLES As per the original contract.

SUMMARY OF ADDITIONAL FEES

Consultant's Additional Fee for Task 4
..... $19,530

Total 4th Amendment Authorization Fee
..... $19,530

Third Amendment To
Project Agreement No. 19-015-SC
Between
THE CITY OF SUNRISE
and
Stantec Consulting Services Inc.

This Third Amendment to the Standard Project Agreement No. 19-015-SC dated December 20th, 2017, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY"), and Stantec Consulting Services Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement ("Standard Agreement") for the Springtree WWTP Storage & Equipment Building, as authorized under Resolution No. 17-107-19-B; and

WHEREAS, the parties entered into a First Amendment on October 23, 2019 to revise the Scope of Services to provide additional Consulting Services required to add a solar power electrical system to the building for the Springtree WWTP Storage & Equipment Building Design project in the amount of $4,960.00; and

WHEREAS, the parties entered into a Second Amendment on August 13, 2020 to revise the Scope of Services to include Landscape Architecture and Irrigation Design Services for the Springtree WWTP Storage & Equipment Building Design project in the amount of $9,370.00; and

WHEREAS, the parties wish to amend the Standard Agreement to revise the Scope of Services set forth on Exhibit A;

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Standard Agreement is hereby amended as follows:

5.1 The City shall compensate the Consultant for an amount not to exceed ~~$275,363.16~~ $285,243.16 based on services rendered pursuant to Sections 2.4 through 2.5 and EXHIBIT "A," Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

3. Section 5.2 of the Standard Agreement is hereby amended as follows:

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task	Phase	Fee ($)	%
1	Due Diligence – Geotechnical Study	3,975.00	~~1.44~~ 1.39
2	Design Development	60,878.56	~~22.11~~ 21.34
3a	Construction Documents 90% Phase	56,926.40	~~20.67~~ 19.96
3b	Construction Documents 100% Phase	~~54,010.00~~ 62,690.00	~~19.61~~ 21.98
3c	Bid Assistance	2,920.00	~~1.06~~ 1.02
3d	Permitting	~~14,754.64~~ 15,954.64	~~5.36~~ 5.59
4	Construction Administration	79,098.56	~~28.73~~ 27.73
5	Reimbursable Allowance	2,800.00	~~1.02~~ 0.99
Total Fee		**~~275,363.16~~ 285,243.16**	**100.00**

4. Exhibit "A" – Scope of Services in the Standard Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this Third Amendment.

5. Section 10 to the Standard Project Agreement is hereby added to the Agreement as follows:

SECTION 10 E-VERIFY – EMPLOYMENT ELIGIBILITY

10.1 Contractor warrants and represents that it is complies with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

10.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

10.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

10.4 If City terminates this Contract pursuant to the subsection 10.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

6. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Standard Agreement, the terms of this Third Amendment shall govern. All other terms of the Standard Agreement shall remain and continue in full force and effect.

7. Captions. The captions of this Third Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Third Amendment.

8. Effective Date. This Amendment shall be effective when it is fully executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY OF SUNRISE, FLORIDA

By: _____
Timothy A. Welch
Utilities Director

Date: 3/2/21

CONSULTANT
STANTEC CONSULTING INC.

By: _____
Terrance N. Glunt
Principal

Date: 2/25/2021

AUTHENTICATE:

_____
Corporate Officer

RAMON CASTELLA, VICE-PRESIDENT
Please type name of Authorized Representative

(CORPORATE SEAL)

STANTEC CONSULTING SERVICES INC. Corporate Seal

WITNESSES:

_____

_____

Exhibit A

SCOPE OF SERVICES

Springtree WWTP Storage and Equipment Building

This third amendment to the contract will include Civil, Landscape Architecture and Site Electrical Design and Storm Water Permitting Services necessitated by changes to the site plan desired by the City to eliminate potential conflicts with existing utilities and agreement issues in the utility easements along Springtree Drive. The design plans for permit approval and all Construction Documents shall incorporate elements of design to meet the City of Sunrise code minimum land development standards as well as the Broward County code. Below is a description of the additional work:

Task 3b – Construction Documents 100% Phase

The Consultant shall submit documents for review to the City that represent the proposed site plan modifications for the project. The consultant will provide civil, landscape and irrigation and site electrical drawings to substantiate those modifications.

Stantec will prepare the following information based on the current 100% site plan design and address the comments noted during the site visit on February 2, 2021:

A. Modify the overall site plan relocating the building and parking lot further to the west on to Water Plant parcels adjacent to the current Equipment and Storage Building Parcel. The relocation will be approximately 11.5' feet to the west for the purpose of aligning the proposed new security wall with the existing wall.

B. Prepare a new set of Civil Engineering plans to reflect the relocation of design elements.

C. Prepare a new set of Landscape Architecture plans and Irrigation plans to reflect the relocation of design elements.

D. Prepare a new Site Electrical plan to reflect the relocation of design elements.

E. Modify the Broward County Storm Water calculation package to reflect the site changes.

The drawings will be submitted in 24" x 36" format. Both hard copy plan and the electronic submittals shall be submitted to the City Project Manager for submission to the City of Sunrise Community Development Department for approval. These submittals will be led by the Civil Engineer for the team.

Consultant's Additional Fee for Task 3b..... $8,680.00

Task 3d – Permitting Phase

The application for Broward County Surface Water Management permit shall be modified and resubmitted to reflect the design changes. Permit fees are not anticipated, but if required, they are not included in these services and shall be paid by the City.

Consultant's Additional Fee for Task 3d..... $1,200.00

Total Amount requested for Third Amendment ..... $ 9,880.00

Second Amendment To
Project Agreement No. 19-015-SC
Between
THE CITY OF SUNRISE
And
Stantec Consulting Services Inc.

This Second Amendment to the Standard Project Agreement No. 19-015-SC dated December 20th, 2017, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY"), and Stantec Consulting Services Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement ("Standard Agreement") for the Springtree WWTP Storage & Equipment Building, as authorized under Resolution No. 17-107-19-B; and

WHEREAS, the parties wish to amend the Standard Agreement to revise the Scope of Services set forth on Exhibit A; **NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Standard Agreement is hereby amended as follows:

5.1 The City shall compensate the Consultant for an amount not to exceed ~~$265,993.16~~ $275,363.16 based on services rendered pursuant to Sections 2.4 through 2.5 and EXHIBIT "1," Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

3. Section 5.2 of the Standard Agreement is hereby amended as follows:

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task	Phase	Fee ($) 1st Amendment	%	Fee ($) 2nd Amendment	%
1	Due Diligence – Geotechnical Study	~~3,975.00~~	~~1.49~~	3,975.00	1.44
2	Design Development	~~60,878.56~~	~~22.89~~	60,878.56	22.11
3a	Construction Documents 90% Phase	~~56,926.40~~	~~21.40~~	56,926.40	20.67
3b	Construction Documents 100% Phase	~~45,580.00~~	~~17.14~~	54,010.00	19.61
3c	Bid Assistance	~~2,920.00~~	~~1.10~~	2,920.00	1.06
3d	Permitting	~~14,114.64~~	~~5.31~~	14,754.64	5.36
4	Construction Administration	~~79,098.56~~	~~29.74~~	79,098.56	28.73
5	Reimbursable Allowance	~~2,500.00~~	~~0.94~~	2,800.00	1.02
Total Fee		~~265,993.16~~	~~100.00~~	275,363.16	100.00

4. Exhibit "A" – Scope of Services in the Standard Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this Second Amendment.

5. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Standard Agreement, the terms of this Second Amendment shall govern. All other terms of the Standard Agreement shall remain and continue in full force and effect.

6. Captions. The captions of this Second Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Second Amendment.

7. Effective Date. This Second Amendment shall be effective when it is fully executed by both parties.

CITY OF SUNRISE, FLORIDA

By: _____
Timothy A. Welch
Utilities Director

Date: 8/13/20

CONSULTANT
STANTEC CONSULTING INC.

By: _____
Terrance N. Glunt
Principal

Date: 8/12/2020

AUTHENTICATE:

_____
Corporate Officer

RAMON CASTELLA, VICE-PRESIDENT
Please type name of Corporate Officer

STANTEC CONSULTING SERVICES INC. Corporate Seal (CORPORATE SEAL)

WITNESSES:

Jeffrey Crews

SEAN GORBEL

Exhibit A

SCOPE OF SERVICES

Springtree WWTP Storage and Equipment Building

This amendment to the contract will include Landscape Architecture and Irrigation Design Services. The design plans for permit approval and subsequent Construction Documents shall incorporate elements of design to meet the City of Sunrise code minimum land development standards as well as the Broward County code.

Task 3b – Construction Documents 100% Phase

The Consultant shall submit documents for review to the City that represent the proposed Landscape Architectural and Irrigation designs for the project. The consultant will provide a Letter of Landscape Certification Completion upon landscape installation completion of the project.

Stantec will prepare the following information based on the current 90% site plan design and address the Urban Forester comments from the 4/20/2020 submittal:

A. Site visit to identify tree species and size for the Existing Tree Survey

B. Prepare a Tree Disposition Plan

C. A Landscape Mitigation Plan to accommodate 1980 approved Landscape plan (provided by the city)

D. Tree Removal Permit from the Engineering Division of the Community Development Department.

E. Landscape Plans that meet code minimum standards to include planting areas, a plant list, planting specifications and notes and planting details.

F. Irrigation Plan that provides for irrigation delivery to all trees, palms, plant beds and sod areas. This Plan will develop further the Irrigation plan we understand has been provided for sod areas only of the project. It is assumed that sufficient irrigation water supply is available to the site and the following design elements been previously established including all connections to water sources and services including back flow preventors or pressure reducing valves if required, a controller with a sufficient number of zones to run the planned irrigation system, the controller meets City of Sunrise Irrigation Operations requirements, a preferred listing of products to include valves, rotors, heads and other necessary components of the system that meets City of Sunrise Irrigation Operations requirements.

The drawings will be submitted in 24" x 36" format. Both hard copy plan and the electronic submittals shall be submitted to the City Project Manager for submission to the City of Sunrise Community Development Department for approval. These submittals will be led by the Civil Engineer for the team.

Task 3d – Permitting Phase

Permits applications packages and Landscape Certificate of Completion shall be assembled and submitted to the City. Permit applications shall specifically address comments from the City developed during the CDD review and shall include the aforementioned tree disposition and

mitigation and subsequent landscape plans. Permit fees are not included in these services and shall be paid by the City.

Task 5 – Reimbursable Expenses

An allowance for reimbursable expenses to cover the cost of copies, prints, reports, renderings, etc., is included in the fees for this proposal as a separate reimbursable expense item.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attendance at public hearings. Staff meetings are anticipated.
2. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
3. Construction documents for bid or for elements outside of the identified project limits.
4. Building structural or MEP design beyond those identified.
5. Environmental services if required during field exploration.
6. Responses to agency comments beyond those outlined in this scope.
7. Threatened or Endangered species coordination or specific protected species surveys.
8. Any services not specifically identified and described in the above Scope of Services.

TO BE PROVIDED BY CLIENT

The following items are to be provided to Consultant by the Client or the Client's Consultants:

1) As-built (record) drawings of all facilities (buildings, utilities, power, etc.) within the project limits.
2) Underground utility location services to verify locations and depths (if applicable) of City owned underground utilities.
3) All required environmental and geotechnical reports and recommendations, if available
4) Access to the site.
5) Proof of Ownership if requested by outside authorities or agencies.
6) Permit application fees and/or plan review fees. Note that the City intends to pay agencies directly through electronic methods.
7) Front end documents including bid tabulation form and contract.
8) Any other existing information related to the project that may influence the scope of services noted above including but not limited to, budget, aesthetics and associated modifications or revisions.

SCHEDULE & DELIVERABLES As per original contract.

SUMMARY OF ADDITIONAL FEES

Consultant's Additional Fee for Task 3b.....	$ 8,430.00
Consultant's Additional Fee for Task 3d.....	$ 640.00
Consultant's Additional Fee for Task 5	$ 300.00
Total 2nd Amendment Authorization Fee	**$9,370.00**

First Amendment To

Project Agreement No. 19-015-SC

Between

THE CITY OF SUNRISE

And

Stantec Consulting Services Inc.

This First Amendment to the Project Agreement under that certain Continuing Service Agreement dated December 20, 2017, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Stantec Consulting Services Inc. ("CONSULTANT").

WHEREAS, a Project Agreement, No. 19-015-SC dated August 23, 2019, was entered into between the City of Sunrise and Stantec Consulting Services Inc. for professional miscellaneous civil engineering services for the Springtree WWTP Storage & Equipment Building Design, as authorized under the "Project Agreement"; and

WHEREAS, the parties wish to amend the Project Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Under SECTION 2 SCOPE OF SERVICES, Paragraph 2.1,

   Replace Exhibit "1" with the attached, revised Exhibit "1" to add the language in underline and delete the language in strikethrough.

3. Under SECTION 5 BASIS OF COMPENSATION,

   Amend Paragraph 5.1 to add the language in underline and delete the language in strikethrough, as follows:

   The City shall compensate the Consultant for an amount not to exceed ~~$261,033.16~~ $265,993.16 based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

4. Under SECTION 7 TERM / TIME OF PERFORMANCE / DAMAGES,

   Amend Paragraph 7.1 to add the language in underline and delete the language in strikethrough, as follows:

   No Change in Term or Time of Performance

5. This Agreement shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

6. Conflicting Terms. In the event the terms of this Amendment No. 1 conflict with those of the Project Agreement, the terms of this Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

7. Captions. The captions of this Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

8. Effective Date. This Amendment shall be effective on the date executed by the City Manager and shall continue in full force and effect through the date identified herein.

CITY OF SUNRISE, FLORIDA

By:_____
Timothy A. Welch
Utilities Director

Date: 10/23/19

CONSULTANT
Stantec Consulting Services Inc.

By:_____
Terrance n. Glunt
Principal

Date: 10/18/19

EXHIBIT "1"

Springtree WWTP Storage and Equipment Building

GENERAL DESCRIPTION OF PROJECT

Services are required for the next phase of design of a new Storage and Equipment Building at the Springtree Waste Water Treatment Plant (WWTP) located at 4350 Springtree Drive in Sunrise, Florida as described herein.

Under a previous task order, the City of Sunrise authorized consulting services to consist of the development of a site plan and building concept for a new storage and equipment building facility at the Springtree WWTP located on Springtree Drive. The City has recently acquired property (4360 Springtree Drive) adjacent to the existing Springtree WWTP Facilities and they plan on utilizing the new parcel plus a portion of the existing facility for a new Equipment and Storage Building. The overall intent of the project is to utilize the new parcel to construct the new Equipment and Storage Facility while maintaining operations in the existing facility until the new building is completed. As a result of that task assignment, a site plan and building plan have been developed and approved and the City is ready to move forward with construction documents, permitting, bid assistance and construction administration services for the project. It should be noted that the City now desires to add a solar power electrical system to the building since approval of the original building plan was approved and those services are included herein.

SCOPE OF SERVICES

The scope of services for this agreement shall include design development, production of construction documents, permitting, bid assistance and construction administration services. Originally, the intent of the project was to include a phasing plan that incorporated maintaining an active work force in the existing building during construction of the new facilities and subsequent demolition of those existing facilities once the work force has been shifted to the new building. However, we have been informed that the city now desires to retain the existing structure upon completion of the new facilities to use for storage and such as deemed necessary.

The plans still need to account for construction of the new building while maintaining access to all existing necessary facilities until the new building is completed. But a phasing plan will no longer be required. The demolition plan shall only make accommodations for demolition of the facilities on the new property parcel to accommodate the new construction.

In general, the Design Development plans and subsequent Construction Documents shall incorporate all elements of design including architecture, structural, mechanical, electrical and civil engineering components necessary for a complete set of permittable and biddable plans, complete with Construction Specifications Institute (CSI) Masterspec format specifications. An Opinion of Probable Cost (OPC) shall also be provided for the purpose of budget control.

The proposed scope of services and fees follow.

Task 1 – Schematic Design – Geotechnical Study

Most of the field work and historical document review, such as as-builts, permits and title documents, was performed during the initial concept development phase. However, a geotechnical study was not performed to determine the suitability of the soils on site for the proposed new construction. A geotechnical study will be performed on site that will include field work in the form of Standard Penetration Test borings and Standard Exfiltration tests. An analysis of the results will be performed to determine the allowable soil bearing pressure beneath the building and to determine the permeability rates for use in Exfiltration Trench design. The results of the field testing and the engineering analysis shall be published in a bound report signed and sealed by a registered Professional Engineer. The overall suitability of the soils for use in the pavement and general site areas will also be determined and included in the report.

Task 2 – Design Development – 50% Plan Production

The Consultant will prepare construction plans, calculations and specifications for the project consisting of:

1. Building Design and Site Development – The construction plans will include information consisting of the architectural design of the building including structural and MEP (mechanical, electrical, solar and plumbing) design, horizontal and vertical control for the site development, utility and storm water design, dimensions, cross sections, elevations and materials to be used in construction of the facilities. All ancillary details, such as site grading, sidewalk and pavement details, fencing, perimeter security wall, site lighting, irrigation, etc. shall be included in the design; complete for the purposes of eventual construction. Preliminary window and door, hardware and finish schedules shall be included.

2. A list of applicable Technical Specifications in Construction Specification Institute (CSI), Current Division 2 through 48, 8 ½" x 11" format as applicable shall be supplied at the end of this task outlining the specifications that shall be included in the Project Specification Book. All front-end documents to be supplied by the City.

3. A Preliminary Opinion of Probable Costs (OPC), organized by pay item, shall be supplied at the end of this task in Excel format usable by the City to develop the budget for the design development phase. Unit costs shall be established but quantities shall be rough estimates based on the current set of plans.

4. Preliminary permitting pre-application meetings through all applicable agencies having jurisdiction within the project limits. Using the list of potential required permits determined in the concept phase, a series of pre-application meetings shall be developed that includes, but is not limited to, the City of Sunrise Building Department, City of Sunrise Engineering Department, Broward County Department of Health and Broward County and/or South Florida Water Management District (SFWMD) for storm water modifications.

The Consultant will submit the following documents for review to the City in this phase:

- 50% plans
- Preliminary Opinion of Probable Cost
- List of applicable technical specifications
- Material Palette and Color Boards
- Color Renderings of elevation views

Plans shall include but not be limited to:

Architecture
- Site Plan
- Floor plan and details
- Exterior elevations
- Building sections
- Life safety plan
- Reflected ceiling plan and details
- Door and Window schedule
- Partition details & legend
- Miscellaneous architectural details
- Wall sections
- Foundation plan and details
- Roof framing plan and details
- Beam and Column schedules

MEP
- Plan views (all three disciplines)
- Isometrics
- Panel and Line Diagrams (electrical)
- Site Lighting
- Photometric plan
- Solar Power System plans
- Electrical room details
- Equipment schedules
- Intrusion and alarm plan
- Miscellaneous notes and details, including solar power system

Civil
- Site Plan
- General Notes
- Existing Site Conditions
- Demolition plan
- Paving, grading and drainage plan
- Drainage details
- Typical sections
- Pavement marking and detail plan
- Utility plans
- Utility details
- Miscellaneous notes and details (fencing, sidewalk, curbing, ADA, etc.)
- Perimeter wall plans
- Irrigation plan (no landscaping included – sod only)

Upon completion of the design development documents, and provided adequate time by the City for review, we shall meet with staff to review and discuss City comments. The purpose of the meeting will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. The Consultant will address comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

The drawings will be developed in a 24" x 36" format. Final drawings and documents shall also be submitted in electronic format (PDF files). Both hard copy plan and the electronic submittals shall be

submitted to the City Project Manager for submission to the City of Sunrise Community Development Department.

During this phase, Consultant personnel shall perform a minimum of two site visits: one to determine the existing condition of the property as outlined previously and the second to coordinate with the geotechnical subconsultant and utility locate representatives (Call Sunshine 811 and City staff). Consultant shall review all applicable Codes to ensure all components of the development meet the City's minimum development standards as well as all current Florida Building Code (FBC) requirements.

Task 3 – Construction Documents – 90% and 100% Plan Production

Subtask – 90% Construction Documents

The Consultant shall submit documents for review to the City that represent the 90% phase submittal documents based on the comments received from the 50% plan review. These shall include the updated sets of plans along with the initial specification package and an OPC with actual estimated quantities. Once the City reviews the 90% submittal, a meeting shall be held with City staff to discuss revisions to the plans, specifications and the OPC to make the package ready for advertisement to the Contractors.

Permits applications packages shall be assembled and submitted to the various agencies with the plans from this phase. All applicable backup documentation shall be included in the package including items such as proof of ownership (title and deed), easement dedications, County tax appraiser's information, etc. These documents shall be provided to the Consultant by the City. The permitting process shall be followed until all permits have either been secured or been denied completely by the agencies. Up to two Requests for Additional Information (RAI) shall be addressed by the Consultant as part of the permitting process. Stantec shall make every effort to secure all permits in a timely and acceptable manner but cannot be held accountable for permit denials based on design that has been directed by the City.

The drawings will be submitted in 24" x 36" format. The drawings and documents (specifications, calculations, geotechnical report, Product Notice of Approvals (NOA), permit comments, etc.) shall also be submitted in electronic format (PDF files). Both hard copy plan and the electronic submittals shall be submitted to the City Project Manager for submission to the City of Sunrise Community Development Department if required again at this phase submittal.

The Consultant will submit the following documents for review to the City in this phase:

- 90% plans
- Updated Opinion of Probable Cost
- Technical Specifications – Division 2 through 16

Subtask – Final (100%) Construction Documents

The Consultant shall submit the final 100% documents for review to the City that represent the final set of documents that will be advertised and bid for construction. These shall include the updated sets of plans revised with comments from the 90% phase submittal. In addition, the specifications

and OPC shall also be finalized. Once the City reviews the final submittal, any minor revisions shall be addressed to plans, specifications and the OPC to make the package ready for advertisement to the Contractors. An estimate of construction time shall be determined and issued to the City for consideration. The final bid package shall include the following:

- Full Size Plan Set, signed and sealed
- Electronic version of full size plans in CADD and pdf format for uploading into the City advertisement and bid system.
- Excel spread sheet for the OPC. City shall prepare the bid tabulation forms.
- Specifications; complete with Cover, Table of Contents and all applicable Specification Sections.
- Electronic version of specifications in pdf format for uploading into the City bid system
- Any and all approvals and/or permits as required by the City
- Estimate of Construction schedule

The Consultant will submit the following documents for review to the City in this phase:

- 100% plans labelled "Bid Set"
- Final Opinion of Probable Cost in Excel format
- Technical Specifications – Division 2 through 16
- Final Renderings and Material and Palette Boards
- Estimate of Construction Schedule

Subtask – Bid Assistance

Once the project has been advertised and bid, the consultant shall attend the pre-bid meeting and field meeting along with the prospective bidders and City staff. Requests for Information (RFI) during the bid will be addressed as needed based on the questions from the bidders and responses provided to the City for their use in responding to the bidders. Consultant shall provide any and all necessary technical information enabling the City to issue as many as two (2) Addenda in response to contractor questions. At the City's request, once bids are received, the Consultant will review the bids, prepare a bid tabulation sheet and check references of the lowest bidders to determine the most responsive and responsible bidder. The consultant will provide the City with a letter of recommendation based upon its findings.

Subtask – Permitting

All permitting activities run concurrently with plan production as outlined in each of the phases delineated herein. However, for the purpose of work effort, the services are broken out as a separate fee in the proposal. Deliverables are included here in Task 3 because all permits need to be obtained prior to bid, with the exception of the Building Department permit, which the Contractor shall procure once selected.

Task 4 – Construction Services

Consultant will provide field services that include part-time inspection for the project. The scope of construction support services will generally follow the approved Construction Drawings and Technical Specifications. An Inspector will periodically be present onsite during critical construction activities to document progress, provide construction oversight, schedule

construction testing activities if needed, and serve as the representative to the City. In addition, Stantec will provide construction support field services for this project to include the following:

Preparation of Daily Site Reports detailing the on-going field work;
Photographic documentation of construction activities for inclusion in Daily Site; Reports or project photo log;
Attendance at on-site progress meetings;
Preparation of Meeting Minutes;
Monthly Progress Status report of Contractor's work versus schedule;
Track development of as-built drawings by the contractor;
Assist the City in facilitating Construction Materials Testing services as needed;
Assistance in reviewing Contractor Pay Applications;
Oversight of Contractor's obligations to maintain Storm Water Pollution Prevention Plan through their Notice of Intent with FDEP;
Inspection of utility and drainage facilities requiring acceptance testing such as storm water system lamping, bacterial testing, and pressure and leakage testing;
Preparation of Punch list inspection report;
Review of Contractor's As-Built Drawings;
Coordination of project closeout documentation including but not limited to Warranties, Bonds, Operation and Maintenance Manuals and Final Pay Application;

Site Observation: Consultant will provide an Inspector for an average of 8 hours per week during the construction phase of the project to observe the building and site civil work for general conformance to the plans, specifications and permit conditions. Since the building construction falls predominantly under a City of Sunrise Building Department permit, the daily permit inspections shall be the responsibility of City personnel. Consultant building inspections shall be relegated to response to requests by the City and/or Contractor and for general periodic progress inspections as to the quality of workmanship.

Consultant's efforts will be directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. During such visits and based on on-site observations, Consultant shall endeavor to protect the City against defects and deficiencies in such work and may disapprove or reject work if it fails to conform to the Contract Documents. Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service. Consultant will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Consultant will also not be responsible for Construction Materials Testing (CMT) services.

Consultant shall also provide construction support services that include the following:

Shop drawings/Submittal review: Consultant will review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto).

Pre-construction Meeting: Consultant will attend one (1) pre-construction meeting with the City, Contractor, City and/or County inspector(s) to review the project construction schedule and proposed work. Consultant shall prepare meeting minutes for this meeting.

Bi-weekly Meetings: Consultant will attend bi-weekly construction progress meetings during the construction phase of the project. It is assumed that the project duration will require approximately eight (8) months of construction and meeting schedules are based on that. Consultant will periodically review and evaluate the progress of Construction based on field observations and compare against the approved construction schedule. Consultant shall prepare meeting minutes for these meetings.

Response to Requests for Information (RFI) by the Contractor: Consultant will provide interpretations of the Construction plans and specifications and provide responses to the requests for information from the contractor during construction. Consultant will advise the City if a response to the RFI cannot be made based on a reasonable interpretation of the plans and specifications. Consultant will consult with and advise the City as to the acceptability of substitute materials and equipment that are proposed by the Contractor. Consultant will review and provide guidance on Project Change Requests (PCRs).

Change Order Requests shall be reviewed by Consultant along with determination of validity for both time and money requests. Recommendations for acceptance or denial of all claims shall be provided to the City for use in the development of a Change Order to the Contract.

Review of Contractor's As-Built Plans: Consultant will review the signed and sealed As-Built Plans as provided by the Contractor's professional registered surveyor for the paving and utilities plan for general compliance with the plans, specifications and permit conditions.

Substantial Completion: Upon request of the City, Consultant will provide one (1) site visit (in addition to those described above) to review the construction for substantial completion and general compliance with the plans, specifications and permit conditions. Based on the substantial completion site visit, Consultant will prepare one "punch list" listing any additional work to be completed for the site civil work.
Project Close Out: Upon request of the City, and confirmation by the Contractor that the "punch list" items have been completed, Consultant will provide one (1) site visit (in addition to those described above) to review the construction site civil work for final completion and general compliance with the plans specifications and permit conditions (subject to any conditions therein expressed). Consultant will prepare a memo notifying the City that the work has been completed. Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Construction Certification of Completeness to Permitting Agencies: Upon satisfactory completion of the work and submittal of satisfactory as-built drawings by the contractor, Consultant will notify the permitting Agencies that the project has been completed and that based on our periodic site observations and information provided by the contractor that the project has been constructed in general compliance with the plans, specifications and permit conditions. Consultant will note any significant deviations from the plans, specifications and permit conditions.

As-built Drawings: Upon project completion, Consultant will provide as-built drawings of the site facilities signed and sealed by a Professional Engineer. The as-built drawings will be provided to the

City in 15 days from the receipt of the as-built CAD files from the Contractor's professional registered surveyor.

Project Final Meeting: Consultant will conduct a project final meeting with the City. A "lessons learned" session will be provided which will highlight key stages throughout the construction process.

Task 5 – Reimbursable Expenses

An allowance for reimbursable expenses to cover the cost of copies, prints, reports, renderings, etc., is included for this proposal.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attendance at public hearings. Staff meetings are anticipated.
2. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
3. Construction documents for bid or for elements outside of the identified project limits.
4. Building structural or MEP design beyond those identified.
5. Landscape Architecture design
6. Environmental services if required during field exploration.
7. Responses to agency comments beyond those outlined in this scope.
8. Threatened or Endangered species coordination or specific protected species surveys.
9. Any services not specifically identified and described in the above Scope of Services.

TO BE PROVIDED BY CLIENT

The following items are to be provided to Consultant by the Client or the Client's Consultants:

1) As-built (record) drawings of all facilities (buildings, utilities, power, etc.) within the project limits.
2) Underground utility location services to verify locations and depths (if applicable) of City owned underground utilities.
3) All required environmental and geotechnical reports and recommendations, if available
4) Recommendations for all desired Solar Manufacturers involved in the City Sustainability program.
5) Access to the site.
6) Proof of Ownership if requested by outside authorities or agencies.
7) Permit application fees and/or plan review fees. Note that the City intends to pay agencies directly through electronic methods.
8) Front end documents including bid tabulation form and contract.
9) Any other existing information related to the project that may influence the scope of services noted above including but not limited to, budget, aesthetics and associated modifications or revisions.

SCHEDULE

Consultant will provide its services in an expeditious and orderly manner to meet the formal written schedule mutually agreed to by the Client and the Consultant for the various elements of the project. A Critical Path Method (CPM) schedule is attached as Exhibit "2" of this proposal.

DELIVERABLES

Deliverables shall be provided as follows by Task:

Task 1

- Geotechnical Report, bound, signed and sealed

Task 2

- 50% plans
- Preliminary Opinion of Probable Cost
- List of applicable technical specifications
- Material Palette and Color Boards
- Color Renderings of elevation views

Task 3a

- 90% plans
- Updated Opinion of Probable Cost
- Technical Specifications – Division 2 through 16

Task 3b

- 100% plans labelled "Bid Set"
- Final Opinion of Probable Cost in Excel format
- Technical Specifications – Division 2 through 16
- Final Renderings and Material and Palette Boards
- Estimate of Construction Schedule

Task 3c

- Recommendation letter with narrative for award of bid

Task 3d

- Copies of Permits and Agency Approvals

Task 4

- Construction Services On-going during Construction as outlined in Task 4 Services

FEE AND BILLING

Consultant will accomplish the services outlined in Tasks 1 through 4 and associated subtasks for the Total Project Lump Sum budget of ~~$258,533.16~~ $263,493.16. Task 5, for Reimbursable items shall be an allowance ($2,500.00) based on a Time and Materials effort and billed as required to service the contract. Invoicing and payment will be in accordance with the terms and conditions of the continuing services agreement between the City of Sunrise and Stantec Consulting Services, Inc., dated December 22, 2017 and shall govern this agreement as applicable.

When possible, all permitting, application, and similar project fees will be paid directly by the Client. Reimbursable expenses shall only be used when needed to expedite processes as directed by the Owner. Expenses are in addition to the labor amount.

Fees will be invoiced monthly based, as applicable, upon the percentage of services completed and expenses incurred as of the invoice date. Payment will be in accordance with Exhibit "E" of the Continuing Services Agreement.

Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter. The following task items represent a breakdown of the lump sum amounts for Stantec for reference:

SUMMARY OF FEES

Lump Sum Fees

Task	Phase	Original	Fee
1	Due Diligence – Geotechnical Study	~~$ 3,975.00~~	$ 3,975.00
2	Design Development	~~$ 59,598.56~~	$ 60,878.56
3a	Construction Documents 90% Phase	~~$ 55,086.40~~	$ 56,926.40
3b	Construction Documents 100% Phase	~~$ 43,740.00~~	$ 45,580.00
3c	Bid Assistance	~~$ 2,920.00~~	$ 2,920.00
3d	Permitting	~~$ 14,114.64~~	$ 14,114.64
4	Construction Administration	~~$ 79,098.56~~	$ 79,098.56
Total Lump Sum Fee		~~$258,533.16~~	$263,493.16

Allowances

5	Reimbursable Allowance	~~$ 2,500.00~~	$ 2,500.00
Total Task Authorization Fee		~~$261,033.16~~	$265,993.16

CITY CLERK
CITY OF SUNRISE
19 AUG 26 PM 2:51

SUNRISE, FLORIDA

RESOLUTION NO. 17-107-19-C

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT NO. 19-015-SC SPRINGTREE WWTP STORAGE & EQUIPMENT BUILDING;" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City entered into a Continuing Services Agreement (CSA) with Stantec Consulting Services, Inc. on December 20, 2017 for miscellaneous civil engineering services; and

WHEREAS, design, bidding, permitting and construction administration for a new storage and equipment building at the Springtree WWTP is required; and

WHEREAS, the scope of the work for Project Agreement No. 19-015-SC with Stantec Consulting Services, Inc. is to provide design related services; and

WHEREAS, Stantec Consulting Services Inc. was selected based on its familiarity with the project.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Stantec Consulting Services, Inc., "Project Agreement between the City of Sunrise and Stantec Consulting Services, Inc. for Project Agreement No. 19-015-SC Springtree WWTP Storage & Equipment Building" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement and all necessary documents in conjunction with this Project Agreement.

Section 3. The Capital Projects Director is authorized to extend the term of this Project Agreement for a period of time not to exceed three (3) one-year terms. The Capital Projects Director shall provide the City Clerk with copies of any extensions.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 13TH DAY of AUGUST, 2019.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

MOTION: SCUOTTO
SECOND: SOFIELD

DOUGLAS: YEA
KERCH: ABSENT
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
19 AUG 26 PM 2:50

PROJECT AGREEMENT

between

THE CITY OF SUNRISE

and

Stantec Consulting Services Inc.

for

Project Agreement No. 19-015-SC

SPRINGTREE WWTP STORAGE & EQUIPMENT BUILDING

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Miscellaneous Civil Engineering Services (hereinafter referred to "CONTINUING SERVICES AGREEMENT") dated **December 20, 2017,** this Project Agreement between the City of Sunrise ("CITY") and Stantec Consulting Services Inc. (Corporation) ("CONSULTANT") authorizes the CONSULTANT to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated December 20, 2017, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 SCHEMATIC DESIGN (NOT USED)

2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural,

structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 CONSTRUCTION DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. The Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and

implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

2.6.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.6.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that the City or the Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values that allocates greater value to certain elements of the work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

2.6.4 The Consultant shall observe the work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the work in comparison with the requirements of the Construction Documents and Contract. In making such observations, the Consultant shall exercise care to protect the City from defects or deficiencies in the work from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.6.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the

enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: (NOT USED)

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by

improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement

2.9 PERSONNEL

2.9.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

Name	Function
Terrance Glunt	Client Manager
Brian Herbert	Architectural Project Manager
Diana Bell	Staff Architectural
Jeff Crews	Senior Engineer (Site Planning and Utilities)
Shehab Bata	Project Engineer (Site Planning and Utilities)
Mayra Saavedra	Staff Engineer (Site Planning and Utilities)
Sean Gerber	Senior CADD Technitian
Pablo Garcia	Senior Engineer (Structural)
Jim Ojdija	Senior Engineer (Structural)
Matt Donolli	Senior Engineer (Mechanical)
John Nel	Senior Engineer (Electrical)
Brad Buchanan	Staff Engineer (Electrical)
Carlos Romero	Building Construction Administrator

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $261,033.16 based on services rendered pursuant to Sections 2.4 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task	Phase	Fee	%
1	Due Diligence – Geotechnical Study	$3,975.00	1.52
2	Design Development	$59,598.56	22.83
3a	Construction Documents 90% Phase	$55,086.40	21.10
3b	Construction Documents 100% Phase	$43,740.00	16.76
3c	Bid Assistance	$2,920.00	1.12
3d	Permitting	$14,114.64	5.41
4	Construction Administration	$79,098.56	30.30
5	Reimbursable Expenses	$2,500.00	0.96
	Total Schematic Design	**$261,033.16**	**100.00**

5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows: See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement.

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows: Not to exceed $2,500 without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: international communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinance of the City of Sunrise, Florida (costs for meals, snacks, beverages, local mileages, are not considered a reimbursable expense). Fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed three (3) one-year terms. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services Inc. by and through its Principal, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
23 day of August, 2019

AUTHENTICATION:

_____
Felicia M. Bravo
City Clerk

(SEAL) Seal

Approved as to form:
Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

Stantec Consulting Services Inc.

By: _____
Terrance Glunt
Principal
31st day of JULY, 2019

AUTHENTICATE:

_____
Asst Secretary

JEFFREY P. STONE
Please type name of Secretary

STANTEC CONSULTING SERVICES INC. Corporate Seal

(CORPORATE SEAL)

WITNESS 1:

_____

WITNESS 2:

_____

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "1"

To

Project Agreement No. 19-015-SC

SPRINGTREE WWTP STORAGE & EQUIPMENT BUILDING

SCOPE OF SERVICES

GENERAL DESCRIPTION OF PROJECT

Services are required for the design, bidding, permitting, and construction administration of a new Storage and Equipment Building at the Springtree Waste Water Treatment Plant (WWTP) located at 4350 Springtree Drive in Sunrise, Florida as described herein.

Under a previous letter agreement, the City of Sunrise authorized consulting services to develop a site plan and building concept for a new storage and equipment building at the Springtree WWTP located on Springtree Drive. The City will utilize the adjacent parcel located at 4360 Springtree Drive for the new building and associated infrastructure. The overall intent of the project is to utilize the adjacent parcel to construct the new building while maintaining operations in the existing facility until the new building is completed.

SCOPE OF SERVICES

The scope of services for this agreement shall include design development, production of construction documents, permitting, bid assistance and construction administration services. The city desires to retain the existing structure upon completion of the new facilities to use for storage.

The design needs to account for construction of the new building while maintaining access to all existing necessary facilities while the new building is under construction. The demolition plan shall only make accommodations for demolition of the facilities on the new property parcel to accommodate the new construction.

In general, the Design Development plans and subsequent Construction Documents shall incorporate all elements of design including architecture, structural, mechanical, electrical and civil engineering components necessary for a complete set of permittable and biddable plans, complete with Construction Specifications Institute (CSI) Masterspec format specifications. An Opinion of Probable Cost (OPC) shall also be provided for the purpose of budget control.

Task 1 – Schematic Design – Geotechnical Study

Most of the field work and historical document review, such as as-builts, permits and title documents, was performed during the initial concept development phase. However, a geotechnical study was not performed to determine the suitability of the soils on site for the proposed new construction. A geotechnical study will be performed on site that will include field work in the form of Standard Penetration Test borings and Standard Exfiltration tests. An analysis of the results will be performed to determine the allowable soil bearing pressure beneath the building and to determine the permeability rates for use in Exfiltration Trench design. The results of the field testing and the engineering analysis shall be published in a bound report signed and sealed by a registered Professional Engineer. The overall suitability of the soils for use in the pavement and general site areas will also be determined and included in the report.

Task 2 – Design Development – 50% Plan Production

The Consultant will prepare construction plans, calculations and specifications for the project consisting of:

1. Building Design and Site Development – The construction plans will include information consisting of the architectural design of the building including structural and MEP (mechanical, electrical and plumbing) design, horizontal and vertical control for the site development, utility and storm water design, dimensions, cross sections, elevations and materials to be used in construction of the facilities. All ancillary details, such as site grading, sidewalk and pavement details, fencing, perimeter security wall, site lighting, irrigation, etc. shall be included in the design; complete for the purposes of eventual construction. Preliminary window and door, hardware and finish schedules shall be included.

2. A list of applicable Technical Specifications in Construction Specification Institute (CSI), Current Division 2 through 48, 8 ½" x 11" format as applicable shall be supplied at the end of this task outlining the specifications that shall be included in the Project Specification Book. All front-end documents to be supplied by the City.

3. A Preliminary OPC, organized by pay item, shall be supplied at the end of this task in Excel format usable by the City to develop the budget for the design development phase. Unit costs shall be established but quantities shall be rough estimates based on the current set of plans.

4. Preliminary permitting pre-application meetings through all applicable agencies having jurisdiction within the project limits. Using the list of potential required permits determined in the concept phase, a series of pre-application meetings shall be developed that includes, but is not limited to, the City of Sunrise Building Department, City of Sunrise Engineering Department, Broward County Department of Health and Broward County and/or South Florida Water Management District (SFWMD) for storm water modifications.

The Consultant will submit the following documents for review to the City in this phase:

50% Construction Documents

- Preliminary Opinion of Probable Cost
- List of applicable technical specifications
- Material Palette and Color Boards
- Color Renderings of elevation views

Plans shall include but not be limited to:

Architecture
- Site Plan
- Floor plan and details
- Exterior elevations
- Building sections
- Life safety plan
- Reflected ceiling plan and details
- Door and Window schedule
- Partition details & legend
- Miscellaneous architectural details
- Wall sections

Structural
- Foundation plan and details
- Roof framing plan and details
- Beam and Column schedules

Mechanical/Electrical/Plumbing
- Plan views (all three disciplines)
- Isometrics
- Panel and Line Diagrams (electrical)
- Site Lighting
- Photometric plan
- Electrical room details
- Equipment schedules
- Intrusion and alarm plan
- Information technology coordination
- Miscellaneous notes and details

Civil
- Site Plan
- General Notes
- Existing Site Conditions
- Demolition plan
- Paving, grading and drainage plan
- Drainage details
- Typical sections
- Pavement marking and detail plan
- Utility plans
- Utility details
- Miscellaneous notes and details (fencing, sidewalk, curbing, ADA, etc.)
- Perimeter wall plans
- Irrigation plan (no landscaping included – sod only)

Upon completion of the Design Development documents, and provided adequate time by the City for review, Consultant shall meet with staff to review and discuss City comments. The purpose of the meeting will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. The Consultant will address comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

The drawings will be developed in a 24" x 36" format. Final drawings and documents shall also be submitted in electronic format (PDF files). Both hard copy plan and the electronic submittals shall be submitted to the City Project Manager for submission to the City of Sunrise Community Development Department.

During this phase, Consultant personnel shall perform a minimum of two site visits: one to determine the existing condition of the property as outlined previously and the second to coordinate with the geotechnical subconsultant and utility locate representatives (Call Sunshine 811 and City staff). Consultant shall review all applicable codes to insure all components of the development meet the City's minimum development standards as well as all current Florida Building Code (FBC) requirements.

Task 3 – Construction Documents – 90% and 100% Plan Production

Subtask – 90% Construction Documents

The Consultant shall submit documents for review to the City that represent the 90% phase submittal documents based on the comments received from the 50% plan review. These shall

include the updated sets of plans along with the initial specification package and an OPC with actual estimated quantities. Once the City reviews the 90% submittal, a meeting shall be held with City staff to discuss revisions to the plans, specifications and the OPC to make the package ready for advertisement to the Contractors.

Permits applications packages shall be assembled and submitted to the various agencies with the plans from this phase. All applicable backup documentation shall be included in the package including items such as proof of ownership (title and deed), easement dedications, County tax appraiser's information, etc. These documents shall be provided to the Consultant by the City. The permitting process shall be followed until all permits have either been secured or been denied completely by the agencies.

The drawings will be submitted in 24" x 36" format. The drawings and documents (specifications, calculations, geotechnical report, Product Notice of Acceptance (NOA), permit comments, etc.) shall also be submitted in electronic format (PDF files). Both hard copy plan and the electronic submittals shall be submitted to the City Project Manager for submission to the City of Sunrise Community Development Department if required again at this phase submittal.

The Consultant will submit the following documents for review to the City in this phase:

- 90% plans
- Updated Opinion of Probable Cost
- Technical Specifications – Division 2 through 16

Subtask – Final (100%) Construction Documents

The Consultant shall submit the final 100% documents for review to the City that represent the final set of documents that will be advertised and bid for construction. These shall include the updated sets of plans revised with comments from the 90% phase submittal. In addition, the specifications and OPC shall also be finalized. Once the City reviews the final submittal, any minor revisions shall be addressed to plans, specifications and the OPC to make the package ready for advertisement to the Contractors. An estimate of construction time shall be determined and issued to the City for consideration. The final bid package shall include the following:

- Full Size 100% Plan Set, signed and sealed labelled "Bid Set"
- Electronic version of full size plans in CADD and PDF format
- Excel spread sheet for the 100% OPC
- Specifications - Division 2 through 16; complete with Cover and Table
- Electronic version of specifications in PDF format
- Any and all approvals and/or permits as required by the City
- Estimated schedule of construction
- Final Renderings and Material and Palette Boards

Subtask – Bid Assistance

Once the project has been advertised and bid, the consultant shall attend the pre-bid meeting and field meeting along with the prospective bidders and City staff. Requests for Information (RFI) during the bid will be addressed as needed based on the questions from the bidders and responses provided to the City for their use in responding to the bidders. Consultant shall provide any and all necessary technical information enabling the City to issue Addenda in response to contractor questions. At the City's request, once bids are received, the Consultant will review the bids, prepare a bid tabulation sheet and check references of the lowest bidders to determine the most responsive

and responsible bidder. The consultant will provide the City with a letter of recommendation based upon its findings.

Subtask – Permitting

All permitting activities run concurrently with plan production as outlined in each of the phases delineated herein. However, for the purpose of work effort, the services are broken out as a separate fee in the proposal. Deliverables are included here in Task 3 because all permits need to be obtained prior to bid, with the exception of the Building Department permit, which the Contractor shall procure once selected.

Task 4 – Construction Services

Consultant will provide field services that include part-time inspection for the project. The scope of construction support services will generally follow the approved Construction Drawings and Technical Specifications. An Inspector will periodically be present onsite during critical construction activities to document progress, provide construction oversight, schedule construction testing activities if needed, and serve as the representative to the City. In addition, Stantec will provide construction support field services for this project to include the following:

Preparation of Daily Site Reports detailing the on-going field work;
Photographic documentation of construction activities for inclusion in Daily Site; Reports or project photo log;
Attendance at on-site progress meetings;
Preparation of Meeting Minutes;
Monthly Progress Status report of Contractor's work versus schedule;
Provide written response to RFI;
Track development of as-built drawings by the contractor;
Assist the City in facilitating Construction Materials Testing services as needed;
Assistance in reviewing Contractor Pay Applications;
Oversight of Contractor's obligations to maintain Storm Water Pollution Prevention Plan through their Notice of Intent with FDEP;
Inspection of utility and drainage facilities requiring acceptance testing such as storm water system lamping, bacterial testing, and pressure and leakage testing;
Preparation of Punch list inspection report;
Review of Contractor's As-Built Drawings;
Coordination of project closeout documentation including but not limited to Warranties, Bonds, Operation and Maintenance Manuals and Final Pay Application;
Review costs for proposals for Change Orders/claims and prepare recommendation memo to the City.

Site Observation: Consultant will provide an Inspector for an average of 8 hours per week during the construction phase of the project to observe the building and site civil work for general conformance to the plans, specifications and permit conditions. This time will vary depending on the progress of construction.

Consultant's efforts will be directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. During site observation visits, Consultant shall endeavor to protect the City against defects and deficiencies in such work and may disapprove or reject work if it fails to conform to the Contract Documents. Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service. Consultant will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and

programs incident to the work of Contractor(s). Consultant will also not be responsible for Construction Materials Testing (CMT) services.

Consultant shall also provide construction support services that include the following:

Shop drawings/Submittal review: Consultant will review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto).

Pre-construction Meeting: Consultant will attend one (1) pre-construction meeting with the City, Contractor, City and/or County inspector(s) to review the project construction schedule and proposed work. Consultant shall prepare meeting minutes for this meeting.

Bi-weekly Meetings: Consultant will attend bi-weekly construction progress meetings during the construction phase of the project. It is assumed that the project duration will require approximately eight (8) months of construction and meeting schedules are based on that. Consultant will periodically review and evaluate the progress of Construction based on field observations and compare against the approved construction schedule. Consultant shall prepare meeting minutes for these meetings.

Response to RFI by the Contractor: Consultant will provide interpretations of the Construction plans and specifications and provide written responses to the requests for information from the contractor during construction. Consultant will advise the City if a response to the RFI cannot be made based on a reasonable interpretation of the plans and specifications. Consultant will consult with and advise the City as to the acceptability of substitute materials and equipment that are proposed by the Contractor. Consultant will review and provide guidance on Project Change Requests (PCRs).

Change Order Requests shall be reviewed by Consultant along with determination of validity for both time and money requests. Recommendations for acceptance or denial of all claims shall be provided to the City for use in the development of a Change Order or Allowance Authorization to the Contract.

Review of Contractor's As-Built Plans: Consultant will review the signed and sealed As-Built Plans as provided by the Contractor's professional registered surveyor for the paving and utilities plan for general compliance with the plans, specifications and permit conditions.

Substantial Completion: Upon request of the City, Consultant will provide one (1) site visit (in addition to those described above) to review the construction for substantial completion and general compliance with the plans, specifications and permit conditions. Based on the substantial completion site visit, Consultant will prepare one "punch list" listing any additional work to be completed for the site civil work.

Project Close Out: Upon request of the City, and confirmation by the Contractor that the "punch list" items have been completed, Consultant will provide one (1) site visit (in addition to those described above) to review the construction site civil work for final completion and general compliance with the plans specifications and permit conditions (subject to any conditions therein expressed). Consultant will prepare a memo notifying the City that the work has been completed. Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except

Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Construction Certification of Completeness to Permitting Agencies: Upon satisfactory completion of the work and submittal of satisfactory as-built drawings by the contractor, Consultant will notify the permitting Agencies that the project has been completed and that based on our periodic site observations and information provided by the contractor that the project has been constructed in general compliance with the plans, specifications and permit conditions. Consultant will note any significant deviations from the plans, specifications and permit conditions.

As-built Drawings: Upon project completion, Consultant will provide as-built drawings of the site facilities signed and sealed by a Professional Engineer. The as-built drawings will be provided to the City in 15 days from the receipt of the as-built CAD files from the Contractor's professional registered surveyor.

Project Final Meeting: Consultant will conduct a project final meeting with the City. A "lessons learned" session will be provided which will highlight key stages throughout the construction process.

Task 5 – Reimbursable Expenses

An allowance for reimbursable expenses to cover the cost of copies, prints, reports, renderings, etc., is included for this proposal.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attendance at public hearings. Staff meetings are anticipated.
2. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
3. Construction documents for bid or for elements outside of the identified project limits.
4. Building structural or MEP design beyond those identified.
5. Landscape Architecture design
6. Environmental services if required during field exploration.
7. Responses to agency comments beyond those outlined in this scope.
8. Threatened or Endangered species coordination or specific protected species surveys.
9. Any services not specifically identified and described in the above Scope of Services.

TO BE PROVIDED BY CLIENT

The following items are to be provided to Consultant by the Client or the Client's Consultants:

1) As-built (record) drawings of all facilities (buildings, utilities, power, etc.) within the project limits.
2) Underground utility location services to verify locations and depths (if applicable) of City owned underground utilities.
3) All required environmental and geotechnical reports and recommendations, if available
4) Access to the site.
5) Proof of Ownership if requested by outside authorities or agencies.
6) Permit application fees and/or plan review fees. Note that the City intends to pay agencies directly through electronic methods.

7) Front end documents including bid tabulation form and contract.
8) Any other existing information related to the project that may influence the scope of services noted above including but not limited to, budget, aesthetics and associated modifications or revisions.

SCHEDULE

Consultant will provide its services in an expeditious and orderly manner to meet the formal written schedule mutually agreed to by the Client and the Consultant for the various elements of the project. A schedule is attached as Exhibit "2" of this proposal.

FEE AND BILLING

Consultant will accomplish the services outlined in Tasks 1 through 4 and associated subtasks for the Total Project Lump Sum budget of $258,533.16. Task 5, for Reimbursable items shall be an allowance ($2,500.00) based on a Time and Materials effort and billed as required to service the contract. Invoicing and payment will be in accordance with the terms and conditions of the continuing services agreement between the City of Sunrise and Stantec Consulting Services Inc., dated December 22, 2017 and shall govern this agreement as applicable.

When possible, all permitting, application, and similar project fees will be paid directly by the Client. Reimbursable expenses shall only be used when needed to expedite processes as directed by the Owner. Expenses are in addition to the labor amount.

Fees will be invoiced monthly based, as applicable, upon the percentage of services completed and expenses incurred as of the invoice date. Payment will be in accordance with Exhibit "E" of the Continuing Services Agreement.

Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter. The following task items represent a breakdown of the lump sum amounts for Stantec for reference:

EXHIBIT "2"

To

Project Agreement No. 19-015-SC

SPRINGTREE WWTP STORAGE & EQUIPMENT BUILDING, FINAL DESIGN

PROJECT SCHEDULE

TASK	DESCRIPTION	DURATION (IN DAYS) FROM AUTHORIZATION	DATE
1	Due Diligence – Geotechnical Study	25	9/26/2019
2	Design Development	85	11/25/2019
3a	Construction Documents 90% Phase	185	3/4/2020
3b	Construction Documents 100% Phase	245	5/3/2020
3c	Bid Assistance	365	8/31/2020
3d	Permitting	465	12/9/2020
4	Construction Administration	715	08/16/2021

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4J **Meeting Date:** 7/8/2025

City Reference Number (C#): C25156

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-009-HS Springtree Injection Wells MIT Engineering Assistance 2025-26"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
401.42.59.536.503141 - Engineering

Amount:
$50,815.00

ATTACHMENTS:

ATY Resolution - C25156

Project Agreement
Basis and Justification Memo

Background:
The City of Sunrise owns and operates two Class I injection wells (IW1 and IW2) at the Springtree Water Treatment Plant (WTP). These wells are permitted by the Florida Department of Environmental Protection (FDEP) for injecting of treated effluent combined with concentrate reject water. A mechanical integrity test (MIT) is required to be performed on the wells at least once every five years, in accordance with Florida Administrative Code Section 62-528. A plan is being prepared by Hazen under a separate Letter Agreement describing the proposed mechanical testing program (Plan) to be submitted to and approved by FDEP. The MIT's are required to be completed by December 7, 2025 for IW-1 and February 10, 2026 for IW-2. This Project Agreement includes the services for Hazen and Sawyer, P.C. to witness testing and prepare the final report required by the FDEP to demonstrate compliance with the regulations.

The Utilities Department prepared Project Agreement No. PA-25-009-HS with Hazen and Sawyer, P.C., one of the City's Water, Wastewater and Natural Gas Design Consultants, to provide this engineering assistance for witnessing testing and report preparation to complete the required MITs on the City's Injection Wells at the Springtree WTP.

Staff negotiated a fee that is fair and reasonable for the scope of work. This project is listed in Item No. 30 in Exhibit 'A' Scope of Services of the Continuing Services Agreement with Hazen and Sawyer, P.C. Adequate funding is included in this Fiscal Year's budget for these services.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Ted Petrides, Plant Operations Director Phone: 954-888-6035

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NUMBER: PA-25-009-HS SPRINGTREE INJECTION WELLS MIT ENGINEERING ASSISTANCE 2025-26"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires a qualified professional engineering firm to provide engineering assistance for Mechanical Integrity Testing (MIT) for injection wells at Springtree Water Treatment Plant ; and

WHEREAS, in 2021, the City entered into a Continuing Services Agreement with Hazen and Sawyer, P.C. for professional services relating to water, wastewater, wastewater reuse and natural gas utilities projects; and

WHEREAS, the City has developed a Project Agreement with Hazen and Sawyer, P.C. based on its prior experience providing similar services related to the City's injection wells at the Springtree Water Treatment Plant.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C., the "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-009-HS Springtree Injection Wells MIT Engineering Assistance 2025-26" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager may extend the term of the Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk with a copy of any such extension.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA-25-009-HS

Springtree Injection Wells MIT Engineering Assistance 2025-26

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and **Hazen and Sawyer, P.C.** ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated **May 11, 2021**, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated **May 11, 2021**, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS <<< NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS<<< NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS<<< NOT USED

2.6 ONE HUNDRED PERCENT DOCUMENTS<<< NOT USED

2.7 ADMINISTRATION OF CONSTRUCTION<<< NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services

Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1 - Task 1.4 Final MIT Report for Submittal to FDEP……..$100.00

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date

specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Patricia Carney, PE	Company Officer
Gerrit Bulman, PG	Technical Expert
Michael Wengrenovich, PE	Technical Expert
Angela Giuliano, PG	Senior Professional
Case Hinesley, EI	Assistant Professional
Ryan Kleinkort	Assistant Professional
Terry Bocas	Senior Designer
Teresa McNally	Senior Administrator

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents portion of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS <<< NOT USED

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $50,815.00 based on services rendered pursuant to **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task 1	MIT Services and Regulatory Reporting	$50,815.00	100%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES – **NOT USED**

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **365 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C., signing by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2025.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

HAZEN AND SAWYER, P.C.

BY: _____
Patricia A. Carney, P.E.

TITLE: Vice President

____ day of _____, 2025.

AUTHENTICATE:

_____

Robert B. Taylor, Jr., PE
Senior Vice President

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "2"

SCOPE OF SERVICES

Project Description

The City of Sunrise (City) operates two (2) Class I injection wells at the Springtree Water Treatment Plant (WTP). A mechanical integrity test (MIT) is required to be performed on the injection well at least once every five years in accordance with the requirements of Rule 62-528 of the Florida Administrative Code. Dates for MIT are established based on the date of the casing pressure test. The MIT completion dates for the injection well system are as follows:

Well	Required Completion Date
IW-1	December 7, 2025
IW-2	February 10, 2026

The MIT plan describing the proposed mechanical testing program was submitted to the Florida Department of Environmental Protection (FDEP) under separate Agreement. The City has contracted with a qualified water well contractor (Contractor) to perform the testing portion of the project through the City's as-needed injection well repair contract. This authorization is for the services of the Consultant to perform witness testing and report preparation.

Task 1 – MIT Services and Regulatory Reporting

Consultant shall attend a pretesting meeting to coordinate the performance of the tests between plant operation staff and the Contractor to facilitate uninterrupted disposal operation throughout the tests. Consultant will provide an agenda and a meeting summary to all attendees.

Consultant shall provide the services of an engineer or geologist during field testing. Services shall be provided to witness the tests, review the results in the field, and provide recommendations as required for up to five (5) days and each injection well for the following tests:

- Video survey
- Internal casing pressure test
- Radioactive tracer survey
- Geophysical logging

Consultant will review Contractor submittals including shop drawings, schedule, material certifications and payment requests and respond to Contractor requests for information. Consultant will coordinate and communicate, as needed, with FDEP during MIT activities and provide required notifications of scheduled activities, in accordance with the approved MIT Plan.

Upon completion of the well testing, Consultant shall prepare an MIT completion report with interpretation of the test results in a format suitable for submittal to the FDEP. The report will include a presentation of historical monitoring well monitoring data and injection well operational data in accordance with the operation permit. The MIT report will be signed and sealed by a Professional Geologist or Engineer registered in the state of Florida and submitted to the FDEP Underground Injection Control Program within 90 days of the completion of MIT field tests.

Up to two Requests for Additional Information (RAI) from the FDEP UIC on the submitted MIT report will be addressed under this task.

EXHIBIT "2"

Deliverables

Consultant shall submit the following deliverables to the City:

- Draft MIT report to City for review.
- Signed and Sealed MIT report to City and FDEP.
- Response to up to two FDEP Request for Additional Information, if necessary.

Assumptions

- Within two weeks of the Notice to Proceed (NTP) issuance, the City will provide the Consultant injection well and monitor well data that is submitted to FDEP in their Monthly Operating Reports. The data should be presented in tabular format in Excel spreadsheets. The data shall be from all injection and monitor wells at the Springtree WTP. Data shall be from the last five years of operation.
- City will supplement the data submitted to the Consultant by providing additional data that was not available at the time of the Notice to Proceed (NTP).
- Bidding services for well drilling Contractor are not included in this scope of service. The City has contracted a qualified water well contractor perform the testing portion of the project through the City's as-needed injection well repair contract. The field work by the Contractor has been scheduled to commence between November and December 2025.
- Consultant shall respond to RAIs to FDEP in a timely manner.
- Response to FDEP RAI are limited to questions associated with the MIT of the injection wells. Demonstration of confinement is not included in this scope of services.
- Task 1 fee is based on no more than 4 field days for each injection well MIT.

EXHIBIT "2"

PROJECT SCHEDULE

This project will be completed as follows:

TASK / ITEM	SUB-TASK	Activity or Deliverable	Duration[1]	Task Completion After Notice To Proceed (NTP) [1]
NTP Issued to Consultant	-	NTP	------	-------
Task 1 – MIT Services and Regulatory Reporting	1.1a	Witness IW-1 MIT	-	Based on contractor schedule
	1.1b	Witness IW-2 MIT	-	
	1.2	Draft MIT Report	60	60[2] from completion of testing by contractor
	1.3	City Review	15	75[2]
	1.4	Final MIT Report for Submittal to FDEP	15	90[2]
	1.5	Response to RAI(s)	90[3]	

[1]Durations shown are in calendar days.
[2]Number of calendar days following completion of Injection Well MIT activities by the Contractor.
[3]Draft response to RAI will be submitted to the City for review within 7 days; upon receipt of comments from the City, Consultant will submit responses to FDEP within 7 days. Submittal of responses to FDEP will not exceed 30 days, unless directed by the City to obtain an extension. FDEP issued RAIs assumed 90 days following submittal of MIT Report.

CITY OF SUNRISE

Memorandum

To: File

From: Rodrigo de Castro, P.E., Director of Utilities

Date: June 23, 2025

Re: Basis & Justification for Consultant Selection for Engineering Assistance With Springtree WTP Injection Wells MITs

---

The Utilities Department assigned professional engineering services to Hazen and Sawyer, P.C. for engineering assistance with the required Mechanical Integrity Testing for Injection Well IW-1 and IW-2 at the Springtree Water Treatment Plant.

Basis

The City owns and operates two (2) Class I Injection Wells at the Springtree Water Treatment Plant. The Underground Injection Control Division within the Florida Department of Environmental Protection requires Mechanical Integrity Testing to demonstrate proper operability and conditions for these wells to discharge fluids within the permitting conditions once every five (5) years in accordance with Florida Administrative Code Section 62-528. This Project Agreement provides for services during the testing by a Contractor and final reporting of findings to the FDEP in accordance with this rule.

Justification

Hazen and Sawyer, P.C. has provided similar services and follow up reporting for these injection wells previously for the City of Sunrise, and is experienced and capable of performing the services expeditiously within the applicable deadlines. This assignment has been evaluated for compliance with the objective of equitable distribution of work to the various design consultants under the Continuing Services Agreement, and it is consistent with that objective.

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Chemicals

Item Number: 4K **Meeting Date:** 7/8/2025

City Reference Number (C#): C25159

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-12-06-MS between the City of Sunrise and Tanner Industries, Inc." for Anhydrous Ammonia utilizing Lee County Contract No. B220494CMR; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
401.42.59.536.505202 - Chemicals

Amount:
Annual Estimated Amount: $125,000.00

Not to exceed budgeted funds for FY 2024-2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25159
Piggyback Agreement
Piggyback Agreement - Exhibit A
Piggyback Agreement - Exhibit B
Sunbiz

Background:
The City of Sunrise, Utilities Department requires anhydrous ammonia to be used in the production of drinking water as a chemical additive during the disinfection process. This chemical aids in the compliance with the Drinking Water Standards, Monitoring, and Reporting criteria of the Florida Administrative Code Section 62-550 regulated by the Florida Department of Environmental Protection.

The City is currently using the Southeast Florida Governmental Purchasing Cooperative Group agreement for Anhydrous Ammonia with Tanner Industries, Inc., which expired on June 30, 2025. The agreement has no additional renewal options, and the lead agency is not issuing another bid.

The City would like to utilize an existing governmental contract awarded by Lee County. In 2023, Lee County awarded Bid No. B220494CMR for Purchase of Anhydrous Ammonia to Tanner Industries, Inc. The initial contract was for a three-year period, with an option to renew for up to three additional years. Lee County has issued the first year renewal, which is valid through April 14, 2026.

Lee County's price of $1.34/lb is approximately 23% higher than the previous price of $1.09/lb under the Southeast Florida Governmental Purchasing Cooperative Group agreement. Tanner Industries, Inc. cited that they are receiving cost increases in energy and fuel used to produce Anhydrous Ammonia. Other energy market-related increases include diesel, additives, and transportation. Tanner Industries is the City's current supplier, and the Department has been satisfied with their performance.

Since these purchases will be made using an existing governmental contract, the City's formal bidding procedures are being waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, Procurement Specialist

Phone: 954-572-2484

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "PIGGYBACK AGREEMENT NO. 25-12-06-MS BETWEEN THE CITY OF SUNRISE AND TANNER INDUSTRIES, INC." FOR ANHYDROUS AMMONIA UTILIZING LEE COUNTY CONTRACT NO. B220494CMR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified vendor to supply anhydrous ammonia for the production of drinking water to comply with the Florida Department of Environmental Protection regulations; and

WHEREAS, after competitive procurement, Lee County, Florida awarded Contract No. B220494CMR to Tanner Industries, Inc. for anhydrous ammonia.

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

Section 1. The above stated recitals are hereby adopted as true and incorporated herein.

Section 2. "Piggyback Agreement No. 25-12-06-MS between the City of Sunrise and Tanner Industries, Inc." (Agreement) is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager is authorized to execute the Agreement. The Procurement Manager or designee is hereby authorized to extend, amend or renew the Agreement, when it is extended, amended or renewed by the lead agency.

Section 4. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PIGGYBACK AGREEMENT NO. 25-12-06-MS
BETWEEN THE CITY OF SUNRISE
AND TANNER INDUSTRIES, INC.

This Piggyback Agreement No.25-12-06-MS (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Tanner Industries, Inc., a Pennsylvania corporation (Contractor) this ___ day of _____, 2025.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, **Lee County, Florida** (Awarding Entity) awarded Contractor **Contract No. B220494CMR for Anhydrous Ammonia** (Contract) dated **February 2, 2023**. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through **April 14, 2026**. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Tanner Industries, Inc.
735 Davisville Road, Third Floor
Southampton, PA 18966
MattTanner@tannerind.com

If to City, to: John T. Curran, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☑a.**Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☑**b. Insurance Requirements**. This provision shall supersede and replace Exhibit C of the Contract.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall

not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise.”

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

☑**c. Indemnification.** This provision shall supersede and replace Exhibit D of the Contract.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable. The City of Sunrise reserves the right, but not the obligation, to participate in the defense at its sole expense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☑**d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing

policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☑**e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☑**f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE

OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☑**g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☑**h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☑**i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By

execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☑**j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☑**k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☑**l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☑**m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

☑**n. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

☑ **o. Antitrust Violations**

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

n/a p. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement.

Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "B" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☑ **6. Additional Provisions:**

Piggyback Exhibit B – Letter from Tanner Industries

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit A shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibit A in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Acting Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas T. Moss, City Attorney

TANNER INDUSTRIES, INC.

By: _____

Print Name: _____

Print Title: _____

Date: _____

Lee County
Southwest Florida

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

August 21, 2024

Mr. Matt Tanner
Tanner Industries, Inc.
735 Davisville Road, Third Floor
Southampton, PA 18966

SUBJECT: Renewal of Annual Contract No. B220494CMR
Anhydrous Ammonia

Dear Mr. Tanner:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 4/15/25 through 4/14/26.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

Lee County
Southwest Florida

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

August 6, 2024 239-533-8871

Mr. Matt Tanner
Tanner Industries, Inc.
735 Davisville Road, Third Floor
Southampton, PA 18966

Subject: Renewal of Annual Contract B220494CMR
Anhydrous Ammonia

Dear Mr. Tanner:

The above-referenced annual contract will expire on April 14, 2025, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one-year period (4/15/25 – 4/14/26). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by August 21, 2024, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

__✓__ a. I want to continue performing under this annual contract for an additional one-year period under the same terms and conditions as agreed upon in the above-referenced quotation.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

_____ b. I am not interested in extending this contract for an additional one-year period. Why? _____

Vendor:

Signature

President & CEO
Title

Aug. 7, 2024
Date

Lee County:

Signature of Authorized Official

Procurement Management Director
Title

8/19/2024
Date

AGREEMENT FOR ANHYDROUS AMMONIA – ANNUAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **T**anner Industries, Inc., a Pennsylvania corporation authorized to do business in the State of Florida, whose address is 735 Davisville Road, Third Floor, Southampton, PA, 18966 and whose federal tax identification number is 23-2050034, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase anhydrous ammonia from the Vendor in connection with "Anhydrous Ammonia - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220494CMR on November 4th, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on January 12, 2023; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I.eePRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for theee Purchase, a more specific description of the Project Scope of Services is setee forth in Sections 1 through 9 of the Scope of Work and Specifications sectionsee of B220494CMR, a photocopy of said sections being attached hereto andee incorporated by reference as Exhibit A. Vendor shall comply strictly with all ofee the terms and conditions of Solicitation No. B220494CMR, as modified by itsee addendum, a copies of which are on file with the County's Department ofee Procurement Management and is deemed incorporated into this Agreement.ee

II. TERM AND DELIVERY

A.eThis Agreement shall commence immediately upon the effective date andee shall continue for on as needed basis for a one (1) year period. Upon mutualee written agreement of both parties, the parties may renew the Agreement,ee

in whole or in part, for a renewal term or terms not to exceed an additional three (3) years total. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be April 15th, 2023.

B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.

B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), 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 the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; http://www.leegov.com/publicrecords.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative		County's Representative		
Name:	Matt Tanner	Names:	Roger Desjarlais	Mary Tucker
Title:	Sales Administrator	Titles:	County Manager	Procurement Management Director
Address:	735 Davisville Road, Southampton, PA 18966	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(215) 322-1238	Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(215) 322-7791	Facsimile:	(239) 485-2262	(239) 485-8383
Email:	sales@tannerind.com	Email:	rdesjarlais@leegov.com	mtucker@leegov.com

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: _____

Print Name: ERIC HINDAWI

TANNER INDUSTRIES, INC.

Signed By: _____

Print Name: Stephen B. Tanner

Title: President & CEO

Date: Jan. 19, 2023

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: 2/24/23

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY FLORIDA

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____

CHRIS JAGODZINSKI
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to furnish and deliver Anhydrous Ammonia on an as needed basis for use at Lee County Utilities.

1.2. All products shall be provided exactly as specified herein. Any variations shall not be accepted.

2. TECHNICAL SPECIFICATIONS

2.1. Anhydrous Ammonia supplied shall be colorless, liquefied compressed gas. The material shall contain no solids in suspension that could interfere with proper operation of ammonia feed equipment.

2.2. At a minimum, the assay of NH3 shall be 99.5% (normally termed commercial grade or better) or more by weight.

2.3. The Anhydrous Ammonia supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects to health of those consuming water that has been properly treated with Anhydrous Ammonia.

2.4. The Anhydrous Ammonia shall be tested and certified as meeting these specifications and those of the American National Standards Institute/ National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the Vendor's responsibility to inform Lee County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

2.5. Product shall meet or exceed all industry standards for quality control.

3. PHYSICAL PROPERTIES

3.1. Molecular symbol – NH3

3.2. Molecular weight – 17.031

3.3. Boiling point at one atmosphere -28.17° F (-33.43 °C) at 1atm

3.4. Freezing point at one atmosphere – 107.9 ° F (-77.7 °C)

3.5. Critical temperature – 1657 psi (114.2)

3.6. Odor – pungent

3.7. Water content shall not exceed 5,000 ppm (0.5% by weight)

3.8. Oil content shall not exceed 10 ppm by weight

4. BASIC DELIVERY REQUIREMENTS

4.1. Vendor's fees/pricing shall be F.O.B. destination as directed to the Lee County locations specified herein. Shipments shall be F.O.B. destination and received between the hours of 6:00 AM and 4:00 PM, Monday through Friday, within (3) three calendar days after verbal or written receipt of order from Lee County Utilities Department.

4.2. Vendor must make emergency deliveries within (24) hours. An emergency delivery is defined as a delivery which is necessary to preview Lee County Utilities from running out of Anhydrous Ammonia in less than (24) hours. Lee County Utilities shall endeavor to minimize the number of emergency deliveries.

4.3. Lee County reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this contract.

4.4. Delivery drive shall present a photo I.D. upon delivery. The I.D. shall show that the driver is an employee of either the trucking company or awarded Vendor. All personnel making deliveries must wear the appropriate Personal Protective Equipment (PPE) as required by the Safety Data Sheets (SDS) and or Occupational Safety and Health Administration (OSHA).

4.5. The supplier's truck shall be equipped to safely handle and unload product(s).

4.6. Lee County Utilities reserves the right to refuse any deliveries in instances defined below, but not limited to:

4.6.1. Delivery is not in the proper timeframe.

4.6.2. Vendor and or delivery subcontractor has improper equipment to offload delivery and or is taking improper safety precautions.

4.6.3. Vendor has malfunctioning equipment that affects delivery requirements or compromises the integrity of the product.

5 BULK DELIVERY REQUIREMENTS AND PACKAGING

5.1. Packaging shall conform to all applicable Federal and State standards.

5.2. Transportation of ammonia as a vapor is not commercially economical, it is shipped and stored as a liquified compressed gas. When filling the customers un-insulated tank, by volume, DOT regulations permit a maximum of 87.5%, if the temperature of the ammonia being loaded is not lower than 30° F (-1.1° C) and if the filing is stopped at the first sign of ice forming on the outside of the tank.

5.3. The Vendor shall be responsible for any spills resulting from failure of its or its subcontractor's delivery equipment and or delivery personnel in the proper performance of their duties.

5.4. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Lee County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained or equipment that has not been cleaned.

5.5. The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process.

5.5.1. It shall be the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery shall be supplied by the Vendor and shall be clean and free of contaminating material.

5.5.2. The Vendor shall furnish Lee County an approved, leak-free connection device between the trailer and the purchaser's intake receptable.

5.5.3. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, Lee County shall hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Vendor and deducted from the amount due to Vendor.

5.5.3.1. If Lee County's unloading equipment such as pipe, valves, or level indicator fail and the spillage is not the fault of the Vendor or its delivery personnel, the Vendor shall be relieved of cleanup of the spill.

6. DELIVERY LOCATIONS

Delivery Locations	Contact Information	Delivery Amounts/Requirements
North Lee County WTP 18250 Durrance Road N. Ft. Myers, FL 33902	Phone number: 239-567-2181 Fax number: 239-567-2184 Contact person: Craig Bell	500 Min - 2,500 Max. pounds per delivery 25' 2 inch hose is required
Olga WTP 1450 Werner Drive Alva, FL 33920	Phone number: 239-694-4038 Fax number: 239-694-2370 Contact person: Dan Smith	500 Min - 2,500 Max. pounds per delivery 40' 2 inch hose is required
Pinewoods WTP 11950 Corkscrew Road Estero, FL 33928	Phone number: 239-992-1319 Fax number: 239-992-9095 Contact person: Scott Bonetz	500 Min - 2,500 Max. pounds per delivery 30' 2 inch hose is required
Green Meadows WTP 16003 Airport Haul Road Ft. Myers, FL 33913	Phone number: 239-533-3800 Fax number: 239-267-7105 Contact person: Damon Hardy	500 Min - 2,500 Max. pounds per delivery 30' 2 inch hose is required
Corkscrew WTP 16101 Alico Road Ft. Myers, FL 33913	Phone number: 239-267-8228 Fax number: 239-267-8268 Contact person: Steve Matuska	500 Min - 6,000 Max. pounds per delivery 40' 2 inch hose is required

7. MINIMUM ORDER QUANTATIES

7.1. If Lee County requires less than the minimum order quantity of 500 LBS., Lee County will contact the awarded Vendor to receive that product at the same bid price or obtain alternate firm pricing for the product. The County reserves the right to accept the price or go elsewhere for product purchase.

8. SUB-CONTRACTORS

8.1. The use of sub-contractors under this contract is not allowed without prior written authorization from a County Representative.

9. TRAINING SESSIONS

9.1. The Vendor shall be required to provide employee education and training, at no additional cost to the County. The training shall consist of a (2) 4-hour sessions per year must meet Federal and State Safety and Right to Know Training Requirements. The education and instruction of the County personnel shall be by a qualified instructor, which shall be familiar with the safe handling practices associated with Anhydrous Ammonia. Failure to provide such training shall be considered a default of the Agreement.

9.2. The training session shall be held in one central location in Lee County. Lee County Utilities Department shall determine the location. Vendor shall be responsible for travel, lodging, meals, training materials, or any other cost incurred and or related for required training sessions.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

1.1. The basis of award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications. It is the County's intent to award to a primary and secondary Vendor.

2. LOCAL PREFERENCE

2.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

3. ADDITIONAL SUBMITTALS/ DOCUMENTATION

3.1. Vendor shall provide with bid submittal the items listed below. The County reserves the right to request additional documentation of clarification at any point prior to award and during term of the Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

- Spill response policy and procedures
- A product data sheet as written proof of conformance as required in technical specifications
- Current Safety Date Sheets (SDS)
- Primary contact number and name on 24/7 emergency contact
- Affidavit of compliance with NSF- 60 and AWWA B305-15 (or most current standards at the time of the bid)
- Written proof of approval by the National Sanitation Foundation (NSF) as applicable
- Third-party laboratory analysis (Vendors shall have an analysis conducted by a third party laboratory prior to submitting their bid package. A certified analysis report from the third party laboratory analysis shall be submitted to the County with their submission)

3.2. Vendor shall conform to any and all State and Federal regulations pertaining to Anhydrous Ammonia, and to assist Lee County in doing so (Chapter 442 F.S.)

4. TAXABLE CHEMICALS

4.1. If applicable, according to Internal Revenue Code Section 4661, Imposition of Tax, Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

4.2. If taxable chemicals are applicable, Vendor shall provide backup documentation with invoice to support paid tax requirements by Lee County in accordance with the Internal Revenue Code 4661.

End of Special Conditions Section

Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: November 22, 2022

Solicitation No.: B220494CMR

Solicitation Name: Anhydrous Ammonia - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **ATTACHMENTS**
   a. Bid Tab for B180434BAW- Miscellaneous Chemicals for Water & Wastewater Treatment Plant- Annual

2. **QUESTIONS/ANSWERS**

1.	I would like to request the last bid tabulation for **Anhydrous Ammonia.**
Answer	**Bid tabulation for the previous contract is attached herein. Please note Section C correlates to Anhydrous Ammonia line item. For further information please see the following link: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5220&fn=Project2018-11-09T15_57_02.xml**

2.	What is the final day and time addenda will be posted on your website?
Answer	**Bidders/Vendors can submit questions in writing prior to 5:00PM at least 8 calendar days prior to the date when submission is due. The County will then work on the addenda as efficiently as possible to issue the addenda as soon after the question deadline.**

3.	Can we please get the current pricing/supplier? And previous bid tab results for the product listed above?
Answer	**Please refer to question 1.**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Carolina Rodriguez
Carolina Rodriguez
Procurement Analyst Direct Line: 239-533-8858
Lee County Procurement Management

EXHIBIT B
FEE SCHEDULE

Anhydrous Ammonia - Annual			
ITEM	**DESCRIPTION**	**UNIT**	**UNIT PRICE**
1	Anhydrous Ammonia	Tons	$2,680.00

EXHIBIT C
INSURANCE REQUIREMENTS

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Insurance Requirements including Pollution Liability

Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

   $1,000,000 per occurrence
   $2,000,000 general aggregate
   $1,000,000 products and completed operations
   $1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

   $1,000,000 combined single limit (CSL)

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

   $500,000 per accident
   $500,000 disease limit
   $500,000 disease – policy limit

d. **Pollution Liability** - Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

   $1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

****The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"*** **will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

   c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT

Lee County
Southwest Florida

VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: JANUARY 19, 2023

STATE OF Pennsylvania
COUNTY OF Bucks

Signature

Mark F. Tanner VP
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 19th day of JANUARY, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: PERSONALLY KNOWN.

Type of Identification

Samantha Tanner
Signature, Notary Public

[Stamp/seal required]

Commonwealth of Pennsylvania - Notary Seal
Samantha Tanner, Notary Public
Bucks County
My commission expires July 19, 2023
Commission number 1349030
Member, Pennsylvania Association of Notaries

TANNER INDUSTRIES, INC.
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

June 5, 2025

Ms. Maria Salvatierra
City of Sunrise
Sunrise, Florida

Via email: MSalvatierra@Sunrisefl.gov

Dear Ms. Salvatierra:

Tanner Industries agrees to extend an invitation to piggy-back off the bid for **Lee County**, Solicitation No. B220494CMR, for LTL bulk quantities of **Metallurgical Grade Anhydrous Ammonia** for delivery to your facility in Sunrise, FL.

$1.34 per pound delivered
Price includes 2 hours unloading time
Terms: Net cash in 30 days
Effective: July 1, 2025
Firm thru: April 14, 2026

We appreciate the business you place with us. If we may be of any further service, please do not hesitate to contact us.

Sincerely,
Tanner Industries, Inc.

Matt Tanner
Sales Administrator

Detail by Entity Name

Foreign Profit Corporation
TANNER INDUSTRIES, INC.

Filing Information

Document Number	P36769
FEI/EIN Number	23-2050034
Date Filed	12/20/1991
State	PA
Status	ACTIVE

Principal Address

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966

Changed: 03/12/1998

Mailing Address

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966

Changed: 03/12/1998

Registered Agent Name & Address

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

Name Changed: 01/07/2009

Address Changed: 01/07/2009

Officer/Director Detail

Name & Address

Title P

TANNER, STEPHEN B.
735 DAVISVILLE ROAD
SOUTHAMPTON, PA 18966

Title V

TANNER, MARK
735 DAVISVILLE ROAD
SOUTHAMPTON, PA 18966

Title ST

HINDAWI, ERIC R.
735 DAVISVILLE ROAD
SOUTHAMPTON, PA 18966

Annual Reports

Report Year	Filed Date
2023	05/01/2023
2024	04/30/2024
2025	04/21/2025

Document Images

04/21/2025 -- ANNUAL REPORT	View image in PDF format
04/30/2024 -- ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
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04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/30/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
05/03/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
07/08/2010 -- ANNUAL REPORT	View image in PDF format
06/17/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2009 -- Reg. Agent Change	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
02/07/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
05/16/2002 -- ANNUAL REPORT	View image in PDF format
05/14/2001 -- ANNUAL REPORT	View image in PDF format
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07/22/1998 -- ANNUAL REPORT	View image in PDF format

05/02/1997 -- ANNUAL REPORT	View image in PDF format
03/06/1996 -- ANNUAL REPORT	View image in PDF format
04/12/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4L **Meeting Date:** 7/8/2025

City Reference Number (C#): C25161

Item Description:

A Resolution of the City of Sunrise, Florida, to award Bid No. 25-37-03-MS "Sewer Rehabilitation & Maintenance and Infiltration & Inflow Reduction Program" to Envirowaste Services Group, Inc. as primary vendor for Group A, primary vendor for Group C and secondary vendor for Group D, Insituform Technologies, LLC as secondary vendor for Group A and secondary vendor for Group C, IMR Development Corp as primary vendor for Group B, JMP Group LLC as secondary vendor for Group B and USSI, LLC as primary vendor for Group D; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

401.42.59.536.504670 - Maintenance Wastewater Plant
401.42.59.536.504673 - Maintenance Mains
465.66.70.535.506510 - Construction
Project 5043PI - Wastewater System I/I Improvements

Amount:

Not to exceed budgeted funds for FY 2024/2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25161
Bid Tabulation
Sunbiz - Envirowaste Services Group, Inc.
Sunbiz - Insituform Technologies, LLC
Sunbiz - JMP Group LLC
Sunbiz - IMR Development Corp
Sunbiz - USSI

Background:

The City of Sunrise, Utilities Department requires the services of qualified contractors for the Sewer Rehabilitation & Maintenance and Infiltration & Inflow Reduction Program. Contractors will be required to furnish all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, essential communications, and all labor necessary for performing sanitary sewer repairs, and/or other associated operations. The work will occur within the Utility service area and will be performed on an as needed basis utilizing work orders.

The work is divided in four sanitary sewer systems groups:

- Group A - Excavated Point Repairs: includes excavated point repairs, cleanout installation, bypass pumping, surface restoration, and television survey;
- Group B - Manhole Rehabilitation: includes replacing manhole frames and covers and performing other miscellaneous manhole repairs, installing cementitious and epoxy manhole liners, replacing entire manholes, and bypass pumping;
- Group C - Mainline and Lateral Lining: includes cured-in-place pipe lining for gravity mains, cured-in-place pipe lining for laterals, chemical grouting of mainline joints and mainline/lateral connections, and associated work such as cleaning and preparation, television survey, lateral reinstatement, cleanout installation, bypass pumping, fold and form lining and NASSCO MACP Manhole inspections, Level 1 and Level 2; and
- Group D - Smoke Testing: includes smoke testing of lift station basin areas to identify sources of direct stormwater runoff (“direct inflow”) to the sanitary sewer system, and potential illicit discharges into the system.

The City issued Bid No. 25-37-03-MS, for the Sewer Rehabilitation & Maintenance and Infiltration & Inflow Reduction Program. Ten responses were received on April 24, 2025. Staff has evaluated all responses and recommends award to the two lowest responsive and responsible bidders per each group as follows:

- Group A: Envirowaste Services Group, Inc. as the primary vendor and Insituform Technologies, LLC as the secondary vendor;
- Group B: IMR Development Corp as the primary vendor and JMP Group LLC as the

secondary vendor;
- Group C: Envirowaste Services Group, Inc. as the primary vendor and Insituform Technologies, LLC as the secondary vendor; and
- Group D: USSI, LLC as the primary vendor and Envirowaste Services Group, Inc. as the secondary vendor.

Inliner Solutions, LLC was deemed non-responsive because they did not bid on all items within Group C. Per bid document, consideration for award was on an all or none total per group basis to the lowest responsive and responsible bidder.

Staff has determined all recommended firms' pricing to be fair and reasonable when comparing the current submittals with current market prices. This bid is approximately 86.52% higher for Group A; 2% higher for Group B; and 64.33% higher for group D when compared to bid pricing awarded in 2021. Group C was solicited with twelve additional line items and, thus, not a direct comparison. The contracts awarded in 2021 are no longer a viable option for the City as the awarded vendors have been unable to hold the pricing that was bid in 2021. Staff has not been able to issue any new work under those contracts.

All references were favorable for all recommended firm's performance on other services of similar type and scale. The proposed initial award period is two years, commencing on the date of award. In addition, the City reserves the right to renew the award for two additional one-year periods. Prices are firm during the initial period; however, during the renewal period, the City may allow an increase per the CPI.

The City did not receive a response from any City of Sunrise vendor that could provide this service. No other existing governmental contracts were identified for potential use. In fact, Cooper City, Pembroke Pines, Deerfield Beach, and the Town of Davie have historically piggybacked the City's bid award.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, Procurement Specialist

Phone: 954-572-2484

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 25-37-03-MS "SEWER REHABILITATION & MAINTENANCE AND INFILTRATION AND INFLOW REDUCTION PROGRAM" TO ENVIROWASTE SERVICES GROUP, INC. AS PRIMARY VENDOR FOR GROUP A, PRIMARY VENDOR FOR GROUP C, AND SECONDARY VENDOR FOR GROUP D; INSITUFORM TECHNOLOGIES, LLC AS SECONDARY VENDOR FOR GROUP A AND SECONDARY VENDOR FOR GROUP C; IMR DEVELOPMENT CORP AS PRIMARY VENDOR FOR GROUP B; JMP GROUP LLC AS SECONDARY VENDOR FOR GROUP B; AND USSI, LLC AS PRIMARY VENDOR FOR GROUP D; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid No. 25-37-03-MS "Sewer Rehabilitation & Maintenance and Infiltration & Inflow Reduction Program" to Envirowaste Services Group, Inc. as primary vendor for Group A, primary vendor for Group C, and secondary vendor for Group D; Insituform Technologies, LLC as secondary vendor for Group A and secondary vendor for Group C; IMR Development Corp as primary vendor for Group B; JMP Group LLC as secondary vendor for Group B; and USSI, LLC as primary vendor for Group D is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue Purchase Orders or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency.

_____
Thomas P. Moss

BID NO: BID 25-37-03-MS

BID TITLE Sewer Rehabilitation & Maintenance and Infiltration and Inflow Reduction Program

OPENING DATE: April 24, 2025

TIME: 2:00 PM

COMPANY NAME	GROUP A - EXCAVATED POINT REPAIRS	GROUP B - MANHOLE REPAIRS	GROUP C - MAINLINE PIPE LINING	GROUP D - SMOKE TESTING
Envirowaste Services Group, Inc.	$776,130.00	$514,775.00	$9,055,598.00	$507,550.00
Gulf Coast Underground, LLC			$23,157,800.00	
Hinterland Group Inc.			$16,549,500.00	
IMR Development Corp DBA Jennings Pipe Lining & Services, LLC		$249,720.00		
Inliner Solutions, LLC*			$8,568,947.00	
Insituform Technologies, LLC	$2,198,330.00	$1,584,890.50	$9,664,530.10	$815,150.00
JMP Group LLC		$293,040.00		
National Water Main Cleaning Company		$708,313.45		$522,500.00
USSI, LLC				$250,021.50
Vortex Services LLC		$727,680.00	$9,847,464.00	

Primary Vendor

Secondary Vendor

*Bidder deemed not responsive. Bidder did not bid all items within Group

BID OPENED BY:
Maria Salvatierra, CPPO

Detail by Entity Name

Florida Profit Corporation
ENVIROWASTE SERVICES GROUP, INC.

Filing Information

Document Number	P98000014467
FEI/EIN Number	65-0829090
Date Filed	02/13/1998
State	FL
Status	ACTIVE

Principal Address

18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Changed: 02/26/2022

Mailing Address

18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Changed: 02/26/2022

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST
SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 05/13/2024

Address Changed: 05/13/2024

Officer/Director Detail

Name & Address

Title Director and Chairman

Wilson, Russ
2811 Ponce de Leon Blvd #400
Coral Gables, FL 33134

Title Director and Executive Vice President

Reynolds, Stephen
2811 Ponce de Leon Blvd #400
Coral Gables, FL 33134

Title Director, Executive Vice President, Secretary and General Counsel

Gershman, David
2811 Ponce de Leon Blvd #400
Coral Gables, FL 33134

Title Director

Gross, Jorge A, Jr.
2811 Ponce de Leon Blvd #400
Coral Gables, FL 33134

Title Director and Chief Executive Officer

Long, Jim
18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Title CFO and Secretary

BOURHIS, MARC
18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Title Assistant Secretary

Calderon, Michelsa
2811 Ponce de Leon Blvd #400
Coral Gables, FL 33134

Annual Reports

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2024	10/07/2024
2025	04/08/2025

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02/24/2021 -- ANNUAL REPORT	View image in PDF format
11/19/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/04/2020 -- ANNUAL REPORT	View image in PDF format
04/24/2019 -- ANNUAL REPORT	View image in PDF format
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01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
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01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/12/2012 -- ANNUAL REPORT	View image in PDF format
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05/12/2002 -- ANNUAL REPORT	View image in PDF format
04/02/2001 -- ANNUAL REPORT	View image in PDF format
06/08/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
02/13/1998 -- Domestic Profit	View image in PDF format

Detail by Entity Name

Foreign Limited Liability Company
INSITUFORM TECHNOLOGIES, LLC

Filing Information

Document Number	M12000000304
FEI/EIN Number	13-3032158
Date Filed	01/18/2012
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/19/2024
Event Effective Date	NONE

Principal Address

580 GODDARD AVE.
CHESTERFIELD, MO 33005

Changed: 02/19/2024

Mailing Address

580 GODDARD AVE.
CHESTERFIELD, MO 33005

Changed: 02/19/2024

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/19/2024

Address Changed: 02/19/2024

Authorized Person(s) Detail

Name & Address

Title President & Chief Operating Officer

Keating, Burton
580 Goddard Avenue
Chesterfield, MO 63005

Title Senior Vice President, Secretary

Schoenekase, Daniel
580 Goddard Avenue
Chesterfield, MO 63005

Title VP, Manager, Authorized Representative

Awalt, Joseph
580 Goddard Avenue
Chesterfield, MO 63005

Title Contracting and Attesting Officer

Partridge, Diane
580 Goddard Avenue
Chesterfield, MO 63005

Title Sr. Vice President & Treasurer

Hake, Donald E
580 Goddard Avenue
Chesterfield, MO 63005

Title Sr. Vice President

Heggemann, John L
580 Goddard Avenue
Chesterfield, MO 63005

Title Senior Vice President, General Manager

Welsh, Kendall
580 Goddard Avenue
Chesterfield, MO 63005

Title Contracting and Attesting Officer

Schulte, Whittney
580 Goddard Avenue
Chesterfield, MO 63005

Annual Reports

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2023	02/02/2023
2024	03/07/2024
2025	03/05/2025

Document Images

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02/19/2024 -- CORLCRACHG	View image in PDF format
12/04/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/02/2023 -- ANNUAL REPORT	View image in PDF format
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01/04/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/18/2012 -- Foreign Limited	View image in PDF format

Detail by Entity Name

Florida Limited Liability Company
JMP GROUP LLC

Filing Information

Document Number	L15000196661
FEI/EIN Number	81-0690629
Date Filed	11/20/2015
Effective Date	11/17/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/07/2022

Principal Address

4820 NW 22nd Ave
Miami, FL 33142

Changed: 01/28/2025

Mailing Address

4820 NW 22nd Ave
Miami, FL 33142

Changed: 01/28/2025

Registered Agent Name & Address

GACHELIN, MARGARET
4820 NW 22nd Ave
Miami, FL 33142

Name Changed: 01/24/2017

Address Changed: 01/28/2025

Authorized Person(s) Detail

Name & Address

Title Manager

Gachelin, Margaret
4820 NW 22nd Ave
Miami, FL 33142

Annual Reports

Report Year	Filed Date
2024	02/28/2024
2024	03/29/2024
2025	01/28/2025

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02/28/2024 -- ANNUAL REPORT	View image in PDF format
04/30/2023 -- ANNUAL REPORT	View image in PDF format
11/07/2022 -- REINSTATEMENT	View image in PDF format
01/24/2017 -- REINSTATEMENT	View image in PDF format
11/20/2015 -- Florida Limited Liability	View image in PDF format

Detail by Entity Name

Florida Profit Corporation
IMR DEVELOPMENT CORP

Filing Information

Document Number	P09000033612
FEI/EIN Number	38-3799104
Date Filed	04/15/2009
Effective Date	04/13/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	03/04/2024

Principal Address

1840 NW 21ST
POMPANO, FL 33069

Changed: 05/27/2021

Mailing Address

6574 N St rd 7
unit 349
Coconut Creek, FL 33073

Changed: 05/01/2025

Registered Agent Name & Address

EPGD Attorneys at Law, P.A.
777 SW 37th Avenue Suite 510
Miami, FL 33135

Name Changed: 03/07/2021

Address Changed: 03/07/2021

Officer/Director Detail

Name & Address

Title President

Jennings, Keith B
2750 N 29 AVE, SUITE 119
HOLLYWOOD, FL 33020

Annual Reports

Report Year	Filed Date
2023	03/04/2024
2024	03/04/2024
2025	05/01/2025

Document Images

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09/22/2010 -- ANNUAL REPORT	View image in PDF format
04/12/2010 -- Reg. Agent Change	View image in PDF format
04/15/2009 -- Domestic Profit	View image in PDF format

Detail by Entity Name

Florida Limited Liability Company
USSI, LLC

Filing Information

Document Number	L08000049575
FEI/EIN Number	65-0891727
Date Filed	05/15/2008
Effective Date	02/01/1999
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	05/15/2008
Event Effective Date	05/19/2008

Principal Address

752 COMMERCE DRIVE, STE. 15
VENICE, FL 34292

Changed: 04/28/2009

Mailing Address

752 COMMERCE DRIVE, STE. 15
VENICE, FL 34292

Changed: 04/28/2009

Registered Agent Name & Address

Vlasak, Dion G
752 COMMERCE DRIVE, STE. 15
VENICE, FL 34292

Name Changed: 04/29/2020

Address Changed: 04/29/2020

Authorized Person(s) Detail

Name & Address

Title MGRM

UTILITY SEALING SYSTEMS, INC.
752 COMMERCE DRIVE, STE. 15
VENICE, FL 34293

Title CEO

Vlasak, Dion
752 COMMERCE DRIVE, STE. 15
VENICE, FL 34292

Title President

VLASAK, DION G
752 COMMERCE DRIVE
VENICE, FL 34292

Annual Reports

Report Year	Filed Date
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04/13/2010 -- ANNUAL REPORT	View image in PDF format
08/31/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
05/15/2008 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4M **Meeting Date:** 7/8/2025

City Reference Number (C#): C25166

Item Description:

A Resolution of the City of Sunrise, Florida, approving an "Assignment and Assumption of Contractual Obligations and Consent to Assignment" among Miller Pipeline, LLC, Insituform Technologies, LLC and the City of Sunrise relating to Bid No. 21-12-02-MS for Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25166
Assignment and Assumption
Acquisition Letter
Resolution No. 21-121
Resolution No. 23-126
Sunbiz - Insituform Technologies, LLC
Azuria Water Solutions, Inc.- Business Filing - MO

Background:
On September 12, 2021, the City Commission awarded Bid No. 21-12-02-MS, Group A to Miller Pipeline, LLC as the secondary vendor via Resolution No. 21-121 for Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program Services. Additionally, on September 12, 2023, via Resolution No. 23-126, the City Commission awarded Miller Pipeline, LLC Group C as the tertiary vendor under the same bid.

On November 6, 2024, the City was notified of Miller Pipeline, LLC's acquisition by Azuria Water Solutions - parent company of Insituform Technologies, LLC. Due to this change in ownership, Insituform Technologies, LLC has requested the City to consent to Insituform Technologies, LLC's assumption of Miller Pipeline, LLC contractual obligations.

Staff is requesting the City Commission to approve Insituform Technologies, LLC's assignment and assumption of contractual obligations and consent to assignment under the City's contract with Miller Pipeline, LLC in accordance with the attached Assignment and Assumption.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Lorraine Vanella Phone: 954-572-2320

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "ASSIGNMENT AND ASSUMPTION OF CONTRACTURAL OBLIGATIONS AND CONSENT TO ASSIGNMENT" AMONG MILLER PIPELINE, LLC, INSITUFORM TECHNOLOGIES, LLC, AND THE CITY OF SUNRISE RELATING TO BID NO. 21-12-02-MS FOR SEWER REHABILITATION/MAINTENANCE AND INFILTRATION/INFLOW REDUCTION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 12, 2021, via Resolution No. 21-121, the City Commission awarded Bid No. 21-12-02-MS for Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program to Miller Pipeline, LLC (Miller) as secondary vendor for Group A; and

WHEREAS, on September 12, 2023, via Resolution No. 23-126, the City Commission awarded Bid No. 21-12-02-MS for Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program to Miller as tertiary vendor for Group C; and

WHEREAS, on November 6, 2024, Miller notified the City that its municipal services division was sold to Azuria Water Solutions, Inc., the parent company of Insituform Technologies, LLC (Insituform); and

WHEREAS, Insituform has requested the City to consent to an assignment and assumption of contractual obligations relating to Bid No. 21-12-02-MS from Miller to Insituform.

NOW THEREFORM, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. An "Assignment and Assumption of Contractual Obligations and Consent to Assignment" (Assignment and Assumption) among Miller Pipeline, LLC, Insituform Technologies, LLC, and the City of Sunrise is hereby approved. A copy of the Assignment and Assumption is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Procurement Manager or designee is hereby authorized to execute the Assignment and Assumption.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

ASSIGNMENT AND ASSUMPTION OF CONTRACTUAL OBLIGATIONS AND CONSENT TO ASSIGNMENT

This Assignment and Assumption of Contractual Obligations and Consent to Assignment ("Assignment Agreement") is entered into by and between Miller Pipeline, LLC, an Indiana corporation (the "Contractor"), and Insituform Technologies, LLC, a foreign limited liability company authorized to do business in the State of Florida ("Assignee") and City of Sunrise ("City") this __ day of ____, 2025.

WHEREAS, on September 12, 2021, via Resolution No. 21-121, the City Commission awarded Bid No. 21-12-02-MS for Sewer Rehabilitation and Maintenance and Infiltration and Inflow Reduction Program to Miller Pipeline, LLC as secondary vendor for Group A; and

WHEREAS, on September 12, 2023, via Resolution No. 23-126, the City Commission awarded Bid No. 21-12-02-MS for Sewer Rehabilitation and Maintenance and Infiltration and Inflow Reduction Program to Miller Pipeline, LLC as tertiary vendor for Group C (mainline and lateral lining); and

WHEREAS, Contractor has been purchased by the parent company of Assignee and has requested an assignment and assumption of contractual obligations from the Contractor to Assignee; and

WHEREAS, pursuant to Section 4.11 of the Awarded Bid Documents which constitute the Contract (hereinafter "Contract"), the City must consent to any assignment of said Contract.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties agree as follows:

1. Contractor does hereby transfer and assign to the Assignee all of the Contractor's rights, benefits, title, interests, liabilities, duties and obligations under, in and to the Contract. Assignee does hereby accept such assignment, and does hereby assume all rights, benefits, title, interest, liabilities, duties, and obligations under the Contract, including but not limited to, all of Contractor's representations and Contractor covenants to indemnify the City as provided in Section 4.1 of the Contract. Assignee agrees to fully perform the Contract in accordance with the terms and conditions of the Contract. From and after the date of this Assignment Agreement, Assignee shall be bound by all the terms and conditions of the Contract as if it were the Contractor.

2. City hereby consents to the assignment of the Contract from the Contractor to the Assignee; provided, however, that the City does not release Contractor from any liabilities, interests, duties, and obligations that it may owe to the City now or in the future. City acknowledges that as a result of Contractor's acquisition by Assignee's parent company, that any of Contractor's liabilities, interests, duties and obligations shall be the responsibility of Assignee.

3. Within 15 calendar days of the effective date of this Assignment Agreement, Assignee shall provide the City with a certificate of insurance in accordance with Section 6 of the Contract, evidencing that all coverage, limits, and endorsements required thereby are maintained and in full force and effect.

4. Within 15 calendar days of the effective date of this Assignment Agreement, Assignee shall provide the City with an updated contact for notice purposes in accordance with the Contract.

5. This Assignment Agreement shall be governed by the laws of the State of Florida. Except as set forth in the Contract, should the parties be involved in legal action against each other arising under, or connected to, this Assignment Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. The parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized officers on the dates set forth below.

CONTRACTOR

Miller Pipeline, LLC

By: _____

Print: _____

Title: _____

_____ day of _____, 2025

AUTHENTICATION:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

ASSIGNEE

INSITUFORM TECHNOLOGIES, LLC

By: _____

Print: _____

Title: _____

_____ day of _____, 2025

AUTHENTICATION:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY

CITY OF SUNRISE, FLORIDA

By: _____

Procurement Manager

_____ day of _____, 2025

Approved as to form for the City:

By: _____

Thomas P. Moss
City Attorney

MILLER PIPELINE AN ARTERA COMPANY

November 6, 2024

VIA EMAIL

City of Sunrise
ATTN: Tim Koabel
10770 WEST OAKLAND PARK BLVD.
SUNRISE, FL 33351
954.888.6088
EX-688

Re: NOTICE OF ASSET SALE AND TRANSFER OF CONTRACT ASSIGNEMENT

City of Sunrise

I am writing to formally notify Customer that Miller Pipeline has sold certain assets of its municipal services division to Azuria Water solutions. Moving forward, Contract name/number will be assigned to Insituform Technologies, LLC.

Azuria Water Solutions is a leader in this industry and is dedicated to worldclass standards in safety, quality, and customer service. While the administrative details will change, I want to assure you this transition will not adversely impact the support of your work. In addition, all terms and conditions of the contracts will remain the same.

As part of this transition, we respectfully request your consent to the assignment of this contract to Insituform Technologies, LLC.

Additionally, if City of Sunrise would like, I would be happy to connect you with the leadership team at Azuria Water Solutions to discuss this transition in more detail, along with myself. We understand change can prompt questions. Please do not hesitate to reach out.

Sincerely,

Harrison Anthony
Chief Legal Officer

Attachments: Assignment Consent Letter (**CUSTOMER SIGNATURE REQUESTED**)
Insituform Technologies, LLC W-9
Customer Banking Update Letter
Florida or California Construction License

CITY CLERK
CITY OF SUNRISE
2021 OCT 13 AM 10: 29

SUNRISE, FLORIDA

RESOLUTION NO. 21-121

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 21-12-02-MS FOR SEWER REHABILITATION & MAINTENANCE AND INFILTRATION & INFLOW REDUCTION PROGRAM TO ENVIROWASTE SERVICES GROUP, INC. AS PRIMARY VENDOR FOR GROUP A AND SECONDARY VENDOR FOR GROUP B, MILLER PIPELINE, LLC AS SECONDARY VENDOR FOR GROUP A, IMR DEVELOPMENT CORP AS PRIMARY VENDOR FOR GROUP B, INSITUFORM TECHNOLOGIES, LLC AS PRIMARY VENDOR FOR GROUP C, AMERICAN INFRASTRUCTURE TECHNOLOGIES CORPORATION AS SECONDARY VENDOR FOR GROUP C, USSI, LLC AS PRIMARY VENDOR FOR GROUP D AND NATIONAL WATER MAIN CLEANING CO AS SECONDARY VENDOR FOR GROUP D; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid No. 21-12-02-MS for Sewer Rehabilitation & Maintenance and Infiltration & Inflow Reduction Program to Envirowaste Services Group, Inc. as primary vendor for Group A (excavated point repairs) and secondary vendor for Group B (manhole rehabilitation), Miller Pipeline, LLC as secondary vendor for Group A, IMR Development Corp as primary vendor for Group B, Insituform Technologies, LLC as primary vendor for Group C (mainline and lateral lining), American Infrastructure Technologies Corporation as secondary vendor for Group C, USSI, LLC as primary vendor for Group D (smoke testing) and National Water Main Cleaning Co as secondary vendor for Group D is hereby approved in an amount not to exceed the FY 2021-2022 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue Purchase Orders or take other actions necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2021.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE • FLORIDA • CORPORATE SEAL 1961 A MUNICIPAL CORPORATION

MOTION: KERCH
SECOND: GUZMAN

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2023 SEP 19 PM 3:45

SUNRISE, FLORIDA

RESOLUTION NO. 23-126

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 21-12-02-MS FOR SEWER REHABILITATION/ MAINTENANCE AND INFILTRATION/INFLOW REDUCTION PROGRAM TO MILLER PIPELINE, LLC AS TERTIARY VENDOR FOR GROUP C; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 21-121, the City previously awarded Bid No. 21-12-02-MS for Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program to various vendors for Groups A, B, C, and D; and

WHEREAS, Resolution No. 21-121 awarded Group C (mainline and lateral lining) to the lowest bidder and the third lowest bidder as the second lowest bidder was disqualified; and

WHEREAS, the City requires an additional vendor for Group C (mainline and lateral lining) and wants to add a tertiary vendor using the fourth lowest bidder from Bid No. 21-12-02-MS using the 2021 pricing.

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

Section 1. The award of Bid No. 21-12-02-MS for Sewer Rehabilitation/ Maintenance and Infiltration/Inflow Reduction Program to Miller Pipeline, LLC as tertiary vendor for Group C (mainline and lateral lining), is hereby approved in an amount not to exceed the FY 2022-2023 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue Purchase Orders or take other actions necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 12TH DAY of SEPTEMBER, 2023.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

MOTION: KERCH
SECOND: SCUOTTO

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

Detail by Entity Name

Foreign Limited Liability Company
INSITUFORM TECHNOLOGIES, LLC

Filing Information

Document Number	M12000000304
FEI/EIN Number	13-3032158
Date Filed	01/18/2012
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/19/2024
Event Effective Date	NONE

Principal Address

580 GODDARD AVE.
CHESTERFIELD, MO 33005

Changed: 02/19/2024

Mailing Address

580 GODDARD AVE.
CHESTERFIELD, MO 33005

Changed: 02/19/2024

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/19/2024

Address Changed: 02/19/2024

Authorized Person(s) Detail

Name & Address

Title President & Chief Operating Officer

Keating, Burton
580 Goddard Avenue
Chesterfield, MO 63005

Title Senior Vice President, Secretary

Schoenekase, Daniel
580 Goddard Avenue
Chesterfield, MO 63005

Title VP, Manager, Authorized Representative

Awalt, Joseph
580 Goddard Avenue
Chesterfield, MO 63005

Title Contracting and Attesting Officer

Partridge, Diane
580 Goddard Avenue
Chesterfield, MO 63005

Title Sr. Vice President & Treasurer

Hake, Donald E
580 Goddard Avenue
Chesterfield, MO 63005

Title Sr. Vice President

Heggemann, John L
580 Goddard Avenue
Chesterfield, MO 63005

Title Senior Vice President, General Manager

Welsh, Kendall
580 Goddard Avenue
Chesterfield, MO 63005

Title Contracting and Attesting Officer

Schulte, Whittney
580 Goddard Avenue
Chesterfield, MO 63005

Annual Reports

Report Year	Filed Date
2023	02/02/2023
2024	03/07/2024
2025	03/05/2025

Document Images

03/05/2025 -- ANNUAL REPORT	View image in PDF format
03/07/2024 -- ANNUAL REPORT	View image in PDF format
02/19/2024 -- CORLCRACHG	View image in PDF format
12/04/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/02/2023 -- ANNUAL REPORT	View image in PDF format
11/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/13/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
06/16/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
10/14/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
03/10/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/18/2012 -- Foreign Limited	View image in PDF format

Gen. Business - For Profit Details as of 6/26/2025

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

To terminate an entity two documents are required:

General Business and Nonprofit-- Articles of Dissolution followed by Articles of Termination

Limited Liability Companies-- Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS

Create Filing

Amended Articles Accepting Professional Corporation Law (Corp 43)

FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address | Contact(s)

Name(s)	**AZURIA WATER SOLUTIONS, INC.**	Principal Office Address	**580 Goddard Ave Chesterfield, MO 63005-1120**
Type	**Gen. Business - For Profit**	Charter No.	**F01172708**
Domesticity	**Foreign**	Home State	**DE**
Registered Agent	**C T CORPORATION SYSTEM 5661 Telegraph Rd Ste 4B Saint Louis, MO 63129-4275**	Status	**Good Standing**
Date Formed	**9/26/2011**		
Duration	**Perpetual**		
Report Due	**12/31/2025**		

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4N **Meeting Date:** 7/8/2025

City Reference Number (C#): C25164

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement No. 22-015-ST between the City of Sunrise and Stantec Consulting Services, Inc." for the NW 44th Street Watermain Replacement Design, Permitting, and Bidding Services Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25164

Second Amendment
First Amendment
Project Agreement

Background:
On September 27, 2022, the City Commission approved Project Agreement PA 22-015-ST with Stantec Consulting Services, Inc. for the NW 44th Street Watermain Replacement Project for Design, Permitting, and Bidding Services. The project involves replacing a segment of the existing 30-inch spiral wound steel transmission watermain along NW 44th Street between Nob Hill Road and Pine Island Road.

On November 22, 2024, the Deputy City Manager as Acting City Manager approved the First Amendment to increase the scope of work to replace a deteriorating 12-inch PVC watermain adjacent to the project limits and to add additional Subsurface Utility Engineering (SUE) throughout the original project limits to verify the existing utility locations.

As a result of the SUE investigation, the design plans were required to be modified to avoid conflicts with existing underground utilities. This discovery required multiple submittals to the permitting agency which has delayed the original project schedule requiring an extension to the project agreement.

The original project agreement was executed on September 27, 2022, with an expiration date of January 19, 2025. A subsequent time extension of one hundred eighty (180) days, extending the agreement to July 18, 2025, was authorized by the City Manager to accommodate the additional scope of work.

While the revised plans have been completed, additional time is required for permitting efforts with the City's Community Development Department (CDD), the Florida Department of Environmental Protection, and the Broward County Traffic Engineering Division, along with sufficient time for the bidding and award of the project.

To complete the remaining permitting, bidding, and award activities, staff recommends approval of a Second Amendment to Project Agreement PA 22-015-ST with Stantec Consulting Services, Inc., extending the term of the agreement through July 18, 2026. The Consultant is not requesting any additional compensation as part of this Second Amendment.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Luisa Fernanda Arbelaez Phone: 954-888-6009

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "SECOND AMENDMENT TO PROJECT AGREEMENT NO. 22-015-ST BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES, INC." FOR THE NW 44TH STREET WATERMAIN REPLACEMENT DESIGN, PERMITTING, AND BIDDING SERVICES PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2022, the City entered into Project Agreement No. 22-015-ST (Project Agreement) with Stantec Consulting Services, Inc. for the NW 44th Street Watermain Replacement Design, Permitting, and Bidding Services Project; and

WHEREAS, in 2024, the parties entered into a First Amendment to the Project Agreement to increase the scope of work to replace a deteriorating watermain and to add additional Subsurface Utility Engineering (SUE) throughout the original project limits; and

WHEREAS, an extension to the term of the Project Agreement through July 18, 2026 is required for the completion of the remaining permitting, bidding and bid award activities.

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

Section 1. A "Second Amendment to Project Agreement No. 22-015-ST between the City of Sunrise and Stantec Consulting Services, Inc." (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Second Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Second Amendment To

Project Agreement

Between

THE CITY OF SUNRISE

And

STANTEC CONSULTING SERVICES, INC.

For

PA 22-015-ST

NW 44TH STREET WATERMAIN REPLACEMENT
DESIGN, PERMITTING, & BIDDING SERVICES

This Second Amendment (Second Amendment) to the "Project Agreement between the City of Sunrise and Stantec Consulting Services, Inc. for Project Agreement No. PA-22-015-ST NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services dated September 27, 2022, is between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services, Inc. (Consultant).

WHEREAS, on May 7, 2021, the City and Consultant entered into a Continuing Services Agreement for Professional Services for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects Consulting Services; and

WHEREAS, on September 27, 2022, Project Agreement No. 22-015-ST for the NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services was approved by the City Commission; and

WHEREAS, on November 21, 2024, the City Manager approved the First Amendment to add additional design services to replace a section of 12-inch PVC watermain along Nob Hill Road between NW 44th Street and NW 46th Court; and

WHEREAS, on December 16, 2024, the City Manager authorized a one hundred and eighty (180) day extension through July 18, 2025, to complete the construction documents, permitting and bidding services; and

WHEREAS, the the parties wish to amend the Project Agreement to further extend the term of the project agreement.

Consultant Initials _____ City Initials_____

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Second Amendment.

2. Amendment to Project Agreement. The Project Agreement is hereby amended as follows with additions in **underscore** and deletions in ~~**strikethrough**~~:

   SECTION 7 TERM

   7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~**for 845 days**~~ **through July 18, 2026**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. ~~**The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days.**~~ No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement, First Amendment, the Second Amendment shall govern.

4. All other terms of the Project Agreement shall remain and continue in full force and effect.

5. Captions. The captions of this Second Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

6. Effective Date. This Second Amendment shall be effective on the date executed by both parties.

Consultant Initials _____ City Initials_____

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc. by and through its Principal duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2025.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form the City:

By: _____
Thomas P. Moss.
City Attorney

Consultant Initials _____ City Initials_____

CONSULTANT

STANTEC CONSULTING SERVICES, INC.

By: _____
Oscar Bello, Principal

_____ day of _____, 2025.

AUTHENTICATE:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

Consultant Initials _____ City Initials_____

First Amendment To

Project Agreement

Between

THE CITY OF SUNRISE

And

STANTEC CONSULTING SERVICES, INC

For

PA 22-015-ST

NW 44TH STREET WATERMAIN REPLACEMENT DESIGN, PERMITTING, & BIDDING SERVICES

This First Amendment (First Amendment) to the Project Agreement between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services, Inc. (Consultant) for professional engineering services for the NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services dated September 27, 2022, is between the City and Consultant.

WHEREAS, on May 7, 2021, the City and Consultant entered into a Continuing Services Agreement for Professional Services for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects Consulting Services; and

WHEREAS, Project Agreement No. 22-015-ST (Project Agreement) for the NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services was approved by Resolution No. 21-47-22-D; and

WHEREAS, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit 1-A.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendment to Project Agreement. The Project Agreement is amended to add words shown in <u>underscore</u> and to delete words shown in ~~strikethrough~~:.

A. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1. The City shall compensate the Consultant for an amount not to exceed ~~$339,150.86~~ $377,990.86 exclusive of authorized Reimbursable Expenses (~~$345,150.86~~ $383,990.86 inclusive of Reimbursable Expenses, if authorized), based on services rendered pursuant to Sections 2.3 through 2.6 and EXHIBIT "1," Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

B. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks

Task	Description	Amount	Percentage
1.0	Project Management & Meetings	$28,504.20	~~8.40%~~ 7.54%
2.1	Topographic Survey & SUE	~~$46,600.00~~ $85,440	~~13.74%~~ 22.60%
2.2	Geotechnical Investigation	$6,475.00	~~1.91%~~ 1.71%
3.1	30% Design Development	$48,113.28	~~14.19%~~ 12.73%
3.2	90% Design Development	$102,251.04	~~30.15%~~ 27.06%
3.3	100% Design Development	$48,989.44	~~14.44%~~ 12.96%
4.0	Permitting	$42,338.30	~~12.49%~~ 11.20%
5.0	Bidding Services	$15,879.60	~~4.68%~~ 4.20%
	SUBTOTAL without Reimbursables	~~$339,150.86~~ $377,990.86	100%
	TOTAL with Reimbursables	~~$345,150.86~~ $383,990.86	

3. Exhibit "1" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "1-A" which is attached hereto and incorporated in this First Amendment.

4. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement, the terms of this First Amendment shall govern.

5. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

6. Captions. The captions of this Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this First Amendment.

7. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by **Stantec Consulting Services, Inc.**, signing by and through its Principal duly authorized to execute same.

11-14-24

CITY OF SUNRISE, FLORIDA

SRD 11/21/24

By: _____
~~Mark S. Lubelski~~ Emilie Smith
Acting City Manager

Date: 11/22/2024

CONSULTANT
STANTEC CONSULTING SERVICES, INC.

By: _____
Oscar Bello, PE
Principal

Date: 11/4/2024

Exhibit 1-A
SCOPE OF SERVICES
NW 44TH STREET WATERMAIN REPLACEMENT
DESIGN, PERMITTING, & BIDDING SERVICES

The Consultant was asked to provide a proposal for the additional Scope of Work under **Task 2.1, Topographic Survey & SUE**. Breakdown for additional services is as follows;

Part 1: Additional Survey

The City requested to increase the scope of work to include an additional section along Nob Hill Road to replace the existing 12-inch PVC Water Main via pipe bursting from NW 44th Street to NW 46th Court. The Consultant, through its sub-consultant, will request additional survey to capture this area and will update the 90% Design Documents to reflect the new limits of the Watermain Improvements.

Total Amount requested for Additional Survey..... .....$5,490.00

Part 2: Additional Subsurface Utility Engineering (SUE)

Throughout the project area, 29 additional soft digs (including Maintenance of Traffic when required) to obtain verified vertical and horizontal location of existing utilities at is required on the current project (30-inch Water Main) as well as for the replacement of the existing 12-inch PVC Water Main along Nob Hill Road.

Total Amount requested for Additional SUE (29 soft digs).....$ 33,350.00

CITY CLERK
CITY OF SUNRISE

2022 OCT 12 PM 12:24

SUNRISE, FLORIDA

RESOLUTION NO. 21-47-22-D

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PA 22-015-ST NW 44TH STREET WATERMAIN REPLACEMENT DESIGN, PERMITTING, & BIDDING SERVICES," AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Department has determined that the existing watermain along NW 44th Street, between Nob Hill Road and Pine island Road has reached the end of useful life and requires replacement; and

WHEREAS, professional design engineering, contract documents, permitting and bidding support services are required for the Project; and

WHEREAS, Stantec Consulting Services Inc. has performed similar work for the City and has provided a reasonable proposal for these services.

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

Section 1. "Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for PA 22-015-ST NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 27TH DAY of SEPTEMBER, 2022.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: KERCH
SECOND: GUZMAN

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE

2022 SEP 29 PM 4:27

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

and

STANTEC CONSULTING SERVICES INC.

For

PA 22-015-ST

NW 44TH STREET WATERMAIN REPLACEMENT
DESIGN, PERMITTING, & BIDDING SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall be required to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS (NOT USED)

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such

services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the

Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: 100% Design Development..... $100/day

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

2.9.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Oscar Bello, PE	Client Service Manager
Dave Clarke, PE	Project Manager/EOR
Tracy Anderson, PE	Technical Advisor
Stephen MacEachern, PE	QA/QC
Larissa Faria, PE	Project Engineer
Eduardo Robaina	Sr. CAD Technician
Ricardo Versace	Engineering Intern
Laura Rodriguez	Administrative Assistant

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written

approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed **$339,150.86** exclusive of authorized Reimbursable Expenses (**$345,150.86** inclusive of Reimbursable Expenses, if authorized), based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task	Description	Amount	Percentage
1.0	Project Management & Meetings	$28,504.20	8.40%
2.1	Topographic Survey & SUE	$46,600.00	13.74%
2.2	Geotechnical Investigation	$6,475.00	1.91%
3.1	30% Design Development	$48,113.28	14.19%
3.2	90% Design Development	$102,251.04	30.15%
3.3	100% Design Development	$48,989.44	14.44%
4.0	Permitting	$42,338.30	12.49%
5.0	Bidding Services	$15,879.60	4.68%
	SUBTOTAL without Reimbursables	$339,150.86	100%
	TOTAL with Reimbursables	**$345,150.86**	

5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Not to exceed **$6,000** without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **845 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this

Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 GIFTS AND CONTRACTS

10.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions,

disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services Inc., signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

27 day of September, 2022.

AUTHENTICATION:

_____
City Clerk
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

CONSULTANT

Stantec Consulting Services Inc

By: _____
Oscar Bello, P.E.
Client Service Manager

26 day of September, 2022.

AUTHENTICATE:

_____
Asst Secretary

JEFFREY P. STONE
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

EXHIBIT "1"

SCOPE OF SERVICES

The City has requested Consultant provide Engineering Design, Permitting and Bidding Services for the West 44th Street Watermain Replacement (CIP Project Number 5158PI).

This project provides for a new watermain within the City of Sunrise along NW 44th Street between Nob Hill Road and Pine Island Road and replaces an existing 30-inch steel watermain. The existing 30-inch steel watermain is currently located on the north side of NW 44th Street within a utility easement and has several branch connections (8-inches thru 12-inches) to the north and south within the corridor that will be re-established as part of the new water main. At Nob Hill Road, the existing 30-inch steel watermain ties into an existing 24-inch watermain (east side of intersection with NW 44th Street) and an existing 30-inch watermain at Pine Island Road (west side of intersection with NW 44th Street. The City wishes to replace this existing main due to its age and concerns that this critical main is susceptible to breaks. The City replaced a segment of the existing 30-inch water main at Pine Island Road and NW 44th Street (back in 2010) (Southeast corner) due to a leak in the existing main. As part of this watermain replacement, a 30-inch stub was installed on the 30-inch watermain on the east side of Pine Island Road along NW 44th Street. The existing water main will be replaced in kind with a new 30-inch Ductile Iron Pipe (DIP). The City does not want the existing 30-inch watermain to be shut down or placed out of service until the new watermain is installed and in service. Improvements will also include roadway reconstruction, milling and resurfacing of the existing roadways within the project limits where the new watermain is being installed. The Consultant will be responsible for obtaining topographic survey, Subsurface Utility Exploration (SUE) and geotechnical exploration required to support the new water main design. Approximate length of the new watermain is 5,230 linear feet (LF) and will include replacement of existing branch connections.

The scope of the project includes the following major components and improvements for the new watermain pipeline replacement:

- Obtain a topographical survey, geotechnical borings and subsurface utility locates within the project limits.
- Pipeline routing, pipe material selection, connections to existing mains and construction methodology approach.
- Cathodic protection (CP), as well as alternating current (AC) interference risks in areas where the watermain parallels or crosses FPL's high-voltage transmission powerlines (60 kV and greater) will be reviewed for the 30-inch DIP. Consultant will perform a desk top review for the need of CP bases on new watermain parameters and any existing system (galvanic anodes or impressed current) currently installed. For the AC interference evaluation, Consultant will perform a desktop evaluation of integrity risks to the pipeline such as AC corrosion, coating damage, and electrical arcing from the powerline structures, as well safety risks to personnel at above-grade facilities. Consultant will also evaluate the potential risk for direct current (DC) interference on the powerline structures from any new cathodic protection systems that may be required.
- Conduct a field review and take photographs within the project limits to document above ground existing conditions.
- Establishing proposed watermain alignment, side street/branch connections to existing mains and connection points at Nob Hill Road and Pine Island Road.

- Detail engineering design for approximately 5,230 LF of new watermain pipeline.
- Coordination with Florida Power & Light for working within the vicinity of their existing overhead power lines and OSHA clearance requirements.
- Design for milling, resurfacing and pavement markings of impacted roadways within the project limits.
- Permitting assistance to obtain permits with the Fire Department, Broward County Traffic, and City of Sunrise Community Development Department (CDD) Engineering, Florida Department of Environmental Protection, and Florida Department of Transportation (FDOT).
- Bidding assistance by preparing documents to advertise for bids, presenting at pre-bid meeting, responding to request for information, and developing meeting minutes.
    - Construction Documents (Drawings, Construction Specifications, Opinion of probable cost)

TASK 1.0 – PROJECT MANAGEMENT

Task 1.1 Project Administration

The Consultant will be responsible for overall coordination and administration of this project through its Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM will develop the project plan, schedule, develop and maintain the planned execution of the project, oversee quality assurance and quality control (QA/QC) reviews, maintain and update budget and schedule status, prepare miscellaneous project management correspondence and documents, coordinate activities of all project team members, and manage project issues requiring discussion or resolution with the City.

The Consultant will prepare and submit monthly invoices in accordance with the Project Agreement. The Consultant will prepare monthly progress reports to document project progress and submit the reports with each invoice.

Task 1.2 Meetings

The Consultant shall schedule and conduct one Kick-off Meeting with the City. Topics for discussion will include project overview, project team, communications, project schedule, and initial data and input needs from the City. The Consultant shall prepare the meeting agenda and meeting minutes. Meeting minutes will be submitted to the City in electronic format for review and comment.

In addition to the Kickoff Meeting, the Consultant will attend design meetings identified under the Detailed Design tasks.

DELIVERABLES:

- Monthly Progress Reports
- Monthly Invoices
- Meeting Agendas
- Meeting Minutes

- Design Schedule

MEETINGS:

- Kickoff Meeting

TASK 2.0 – FIELD INVESTIGATIONS

Task 2.1 Topographic Survey and Subsurface Utility Exploration (SUE)

The Consultant shall utilize a Florida Registered Professional Land Surveyor to complete a boundary and topographic survey of the project area in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in the "Standards of Practice" in Chapter 5J-17 of the Florida Administrative Code. The surveyor will also perform a title search. The survey investigation shall include the following:

- Obtain specific boundary information, recovery of boundary monumentation, such as right of way lines, subdivision lines, lot lines, base lines, and easement lines, as required by the project
- Survey shall extend right of way to right of way on all roadways within the project limits.
- The location of all above ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of the survey area
- The location of trees 3-inches in diameter or larger at breast height within the Right of Way and within the limits of the survey area
- Measure rim and invert elevations for drainage and sanitary sewer structures, if accessible and unobstructed. Pipe sizes and pipe material will be noted.
- Provide cross-section elevations at 50-foot intervals along all roadways
- All elevations will be relative to North American Vertical Datum of 1998 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.
- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey

The Consultant shall utilize an underground utility location contractor to designate existing utilities along the subject watermain pipeline alignment using a combination of signal induction and Ground Penetrating Radar (GPR). During detail design there will be a need to perform a (GPR) survey, and subsurface utility excavation (SUE) along the proposed watermain pipeline alignment to locate metal and plastic underground utilities (pipes, electric, telecommunications, fiber, etc.). The Consultant shall oversee the SUE activities and ensure that any de-watering activities are included in the work to properly identify existing utilities. Up to 40 vacuum excavations will be performed to determine exact elevations and positions of subsurface utilities in potential conflict with the proposed watermain pipeline alignment. This effort will be performed at locations identified by the Consultant subsequent to the 30 percent design efforts.

DELIVERABLES:

- Signed and Sealed Topographic Survey
- SUE Report

Task 2.2 Geotechnical Investigation

The Consultant shall retain and utilize the services of Geotechnical Engineering firm to carry out a geotechnical investigation of the project area. The goals and objectives of the geotechnical investigation shall include the following:

- Identify and classify soil types within project area.
- Identify the characteristics and properties of the soils present, including moisture content, grain size analysis, plastic properties, unit weights, permeability, compaction, and corrosivity.
- Use available soil characteristics, properties and potential project geometrics to identify possible geotechnical concerns.
- Obtain groundwater table elevation.
- Perform up to 10 standards penetration test (SPT) borings to depths of approximately 15 feet below existing grade at locations selected by the Consultant.
- Perform two (2) corrosion series (pH, resistivity, chlorine content and sulfate content) tests

Upon completion of the geotechnical investigation, the Geotechnical Engineering firm shall prepare a report including the following:

- Brief description of soil conditions observed in the field and in the laboratory
- Conclusions and recommendations regarding:

- Primary geotechnical engineering concerns and mitigating measures, as applicable
- Provide geotechnical recommendations for engineering design for pipelines, and structures, including pipe bedding, backfill, and compaction requirements
- Soil Corrosivity Considerations
- Site preparation and grading including treatment of weak, porous, compressible and expansive surface soils and the construction of fills
- Preparation of subgrade and aggregate base for pavement areas

DELIVERABLES:

- Geotechnical Report

TASK 3.0 – DEVELOPMENT OF DESIGN DOCUMENTS

The Consultant shall develop design documents for the new watermain pipeline replacement which will include progress submittals at 30%, 90%, 100%, and Issued for Bid. Design documents will include drawings, technical specifications, and opinion of probable construction cost (OPCC) as outlined in each detailed design progress submittal task below.

The development of the design documents for the watermain replacement will include the following:

- Perform an initial field visit which will include walking along the proposed alignment, taking photos and documenting any visible existing features that may impact the new pipeline.
- Gather and review available background information on the project, including utility atlas maps, GIS data, and as-built and record drawings information.

- A desktop review of publicly available information will be conducted to identify any known contaminated sites along the project corridor.
- During development of the design, the Consultant will conduct site visits to verify information and refine the design. The findings from the site visits and review of information will be incorporated into the design deliverables.
- Obtain a Sunshine 811 Design Ticket to obtain information on existing utilities in the project corridor.
- Develop construction sequencing and analyze available information of service connections.
- Standard Construction Details – Consultant will include standard construction details, typical sections, construction notes, etc. as required.
- Best Management Practices Plan – Consultant will prepare a "Best Management Practices Plan" and appropriate soil erosion control details. It is intended that this plan will reflect the minimum needs for permitting / construction start-up and that the Contractor will update the plan for inclusion in the NPDES Stormwater Pollution Prevention Plan.
- Maintenance of Traffic (MOT) Plan – Consultant will add appropriate notes and references to the plans to outline the performance specifications for the MOT in accordance with the standards and requirements of FDOT. The contractor will be responsible for preparing and submitting a site-specific MOT plan in the future.
- Technical Specifications – Consultant will provide construction specifications for the process and materials of the civil/site improvements.
- Identify pavement repair/reconstruction requirements and proposed resurfacing limits per City and regulatory requirements.

Task 3.1 30% Design Development

Subtask 3.1.1 30% Design Documents

The Consultant shall develop 30% design documents. The 30% design will establish the principal characteristics, general arrangement, major diversions, trenchless installation and general design criteria for the project. Drawings will be in plan view only for the proposed watermain, shown on the survey with existing utilities, easements/rights-of-way indicated, connection points and stub-outs for any future connections.

Subtask 3.1.2 30% Design Opinion of Probable Construction Cost

The Consultant will also prepare a preliminary planning level opinion of probable construction cost (OPCC) using the quantities identified in the 30% design drawings. The OPCC shall be a Class 5 in accordance with Association for the Advancement of Cost Engineering (AACE) International.

Subtask 3.1.3 30% Design Documents Internal Review

The Consultant will submit the design documents for review. The review process will consist of the following steps:

- Consultant will submit the 30% design documents for review to verify that consistency with the desired design intent is being achieved.

- The City will review the documents over a twenty (20) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The City shall provide consolidated written comments from all City reviewers to the Consultant in a Microsoft Word or Excel spreadsheet format. The Consultant shall review the comments and identify any comments which may require discussion or additional information from the City so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, Consultant shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the Consultant will provide explanations and reasons to justify the exception for the CITY's review and concurrence.
- If comments require substantial re-configuration or re-design, the Consultant will schedule and attend one (1) meeting with the CITY to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.

DELIVERABLES

- 30% Design Drawings (Plan Only)
- Project Technical Specifications -Table of Contents
- Preliminary OPCC
- Responses to 30% Review Comments

MEETINGS:

- 30% Design Review Meeting
- Comment Resolution Meeting

Task 3.2 90% Design Development

Subtask 3.2.1 90% Design Documents

Based on the 30% design task and incorporating review comments as appropriate, Consultant shall develop 90% design documents. This task will include an update to the design drawings, specifications, and calculations. The design shall detail the requirements for bidding and construction of the project and shall be suitable to initiate permitting review by the regulatory agencies identified in Task 4. The Consultant will develop a full set of draft project specifications, including front end documents (Division 00), using the City's standard front-end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices). Project specifications will be modified as necessary by the Consultant to conform to the requirements of the City's standard front-end documents. The Consultant will develop a conceptual construction schedule to determine the period of time required for construction and define substantial and final completion durations.

Subtask 3.2.2 90% Design Opinion of Probable Construction Cost

The Consultant will update the 30% OPCC using the 30% design documents and updated quantities identified in the 30% design drawings. The OPCC shall be a Class 3 in accordance with AACE International.

Subtask 3.2.3 90% Design Documents Review

The Consultant will submit the 90% design documents to the City of Sunrise Utilities for review. The review process will consist of the following steps:

- Consultant will submit the 90% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The City will review the documents over a twenty (20) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The City shall provide consolidated written comments from all City reviewers to the Consultant in a Microsoft Word or Excel spreadsheet format. The Consultant shall review the comments and identify any comments which may require discussion or additional information from the City so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, Consultant shall provide written responses to each of the City's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the Consultant will provide explanations and reasons to justify the exception for the City's review and concurrence.

Subtask 3.2.4 90% Design CDD Submittal

The Consultant will submit the 90% design documents to the City of Sunrise Community Development Department (CDD) and Engineering Divisions for review. The review process will consist of the following steps:

- The Consultant will revise and update the 90% design documents in accordance with the City accepted comment responses. Upon review and acceptance for readiness by the City's Utility Project Manager, 10 copies of the revised documents will be signed and sealed for permitting review by the permitting agencies identified in Task 4 including CDD-Engineering and CDD-Building.

DELIVERABLES:

- 90% Design Drawings (Plan, profile and details)
- 90% Specifications
- Updated Engineering Calculations
- Draft MOT Concepts
- Updated OPCC
- Responses to 90% Review Comments

MEETINGS:

- 90% Design Review Meeting
- Comment Resolution Meeting

Task 3.3 100% Design Development

Subtask 3.3.1 100% Design Development

The Consultant will update the design drawings and specifications to address permitting review comments from Task 4 and develop 100% design documents to be used for the purposes of bidding the project.

Subtask 3.3.2 100% Design Opinion of Probable Construction Cost

The Consultant will update the 90% OPCC using the 100% design documents and updated quantities identified in the 100% design drawings. The OPCC shall be a Class 2 in accordance with AACE International.

DELIVERABLES:

- Signed and Sealed 100% Drawings and Specifications
- Updated Opinion of Probable Construction Cost
- Response letter addressing permitting review comments from Task 4

TASK 4.0 – PERMITTING

The Consultant will provide and apply for the following permits on behalf of the City:

- City of Sunrise CDD Engineering Division - Engineer Plans Review
- Florida Department of Environmental Protection - Watermain Construction Permit
- Broward County Traffic Engineering

The City shall be responsible for all permitting fees and the Consultant shall provide other supporting documentation as may be required by permitting agencies. It is acknowledged by City that the period required for obtaining permit review is beyond the control of Consultant, except for issues concerning the permitting of the design and Consultant's ability to respond to permitting agency requests for information. Consultant will submit permitting information and respond to requests for information expeditiously, but in no case will the Consultant take longer than fifteen (15) business days to respond to such requests.

The Consultant will respond to requests for additional information as applicable for the above listed jurisdictional agencies. Up to three (3) meetings with the applicable regulatory agencies are considered under this task.

TASK 5.0 – BIDDING SERVICES

The Consultant shall assist the City in solicitation of bids. The CONSULTANT will provide the following services during the bidding process:

- Provide a project description to be used in the advertisement for bid and Invitation to Bid form
- Provide a bid form worksheet
- Provide electronic copies of 100% design drawings, specifications, bid form worksheet, and other documents required for bidding to be made available for distribution to prospective bidders via the City's electronic procurement system.

All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format.

- Attend one (1) Pre-Bid Meeting and site visit.
- Coordinate with the City during the bidding process and be available to address bidder's questions and comments during the bidding process.
- Provide responses to address Bidder's Request for Information (RFI) related to the design. The City shall be responsible for forwarding design related RFI's to the Consultant. The City shall be responsible for addressing RFIs related to non-design items, such as bidding procedures, Contract for Construction, General and Supplementary Conditions, etc. The City shall be responsible for maintaining the RFI log and distributing RFI responses.
- Investigate, study and analyze proposed substitutions of materials or equipment and advise the City with respect to the same
- Prepare RFIs for addenda modifying design drawings and/or specifications to clarify or expand design elements in the bidding documents. The addenda documents will be provided in electronic format and will be ADA compliant. The City shall be responsible for distributing Addenda documents via the electronic procurement system.
- Attend the Bid Opening
- Prepare a Bid Tabulation of received bids
- Assist the City in evaluation of the bids received by providing a technical review of received bids and a letter of recommendation of award. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however the Consultant shall assist the City in making such a determination.

Task 5.2 Conformed Documents

The Consultant shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period RFIs and addenda. Following preparation of the Conformed Construction Drawings and Specifications, the Consultant shall make such documents available to the City and the contractor awarded the project. The Consultant shall provide all AutoCAD files after conformed documents are produced.

DELIVERABLES:

- Bid Award Recommendation Letter
- Conformed Drawings
- Conformed Specifications

MEETINGS:

- Pre-Bid Meeting
- Bid opening meeting

ASSUMPTIONS AND EXCLUSIONS:

1. The existing 30-inch watermain will be replaced in kind with a new 30-inch watermain.
2. Hydraulic Water modeling analysis is not included in this scope of work.
3. The design of new cathodic protection (CP) or AC mitigation systems is not included. Recommendations will be made for a CP design and a full AC interference study should the new water main be DIP and within close proximity to the overhead power lines.
4. The new watermain will be installed via open-cut and therefore no Horizontal Directional Drill (HDD) analysis, calculations or drawings are required or included in this scope of work.
5. The existing 30-inch watermain will be placed out of service and grout filled.
6. The design (relocation or new) of other utilities (wastewater, gas, electric, and/or telecommunications) is not included within this scope of work unless in conflict with proposed work.
7. It assumed all drawings will be developed using AutoCAD software.
8. It is assumed technical bid analysis for construction will be developed for the two lowest bidders.
9. Bidding services do not include services for any bid protests.
10. Third party litigation services or expert witness services are not included.
11. City will provide available information for the project area, including as-built drawings, atlas maps, and other pertinent information. Consultant has the right to rely on the accuracy of the information provided.
12. There are no known hazardous materials or waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting, or bidding. It is assumed that none of the work areas contain hazardous materials that will require special mitigation.
13. Environmental/Ecological Services (including but not limited to Threatened and Endangered Species Survey, Unified Method for Assessment of Mitigation, Wetland Impact Justification Report, etc.) is not included in this scope of work.
14. Archaeological Services is not included in this scope of work.
15. Traffic studies, assessments, or analyses that may be required by the local agency and/or FDOT is not included in this scope of work.
16. Signalization Plans or modifications is not included in this scope of work. Contractor will replace any damage signal loops in kind.
17. Preparation of colored renderings, special graphics, or exhibits for presentations to any governmental agency or third party is not included in this scope of work.
18. The opinions of probable construction costs (OPCC) prepared, for the purposes of setting project budget, and/or funding, represent our best judgment as a design professional familiar with the Construction industry. Unless and to the extent otherwise indicated by the Consultant, such opinions or evaluations are based on upon current market rates for labor, material and equipment. The estimators have no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a

"snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly, the Consultant does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.

19. The following holidays have been removed from the schedule: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Labor Day, Veterans Day, Thanksgiving and day after Thanksgiving (4th Thursday and Friday in November), Christmas Eve and Christmas Day. These days have been removed from the schedule.

EXHIBIT "2"

PROJECT SCHEDULE

Task	Description	Duration (days)	From NTP (days)
1.0	Project Management & Meetings	665	665
2.1	Topographic Survey & SUE	125	125
2.2	Geotechnical Investigation	81	81
3.1	30% Design Development	75	200
3.2	90% Design Development	205	405
3.3	100% Design Development[1]	50	455
4.0	Permitting[2]	120	575
5.0	Bidding Services	90	665

Notes:

1. Denotes project milestone item per Section 2.8.3 of this Project Agreement
2. 120 days have been assumed to obtain dry run approval from the City for Sunrise CDD, FDEP and Broward County Traffic.

AGENDA ITEM REQUEST

Originating Department: City Clerk

Item Title: Minutes

Item Number: 4O

Meeting Date: 7/8/2025

City Reference Number (C#):

Item Description:

Approval of the minutes:

LPA 01/14/25
CCM 01/14/25
CCM 01/28/25
CCM 02/11/25
CCM 02/25/25
CCM 03/25/25
CCM 04/08/25
CCM 04/22/25
CCM 05/13/25
CCM 05/27/25

Funding:
N/A

Amount:

N/A

ATTACHMENTS:

No Attachments Available

Background:
Minutes are available for review in the City Clerk's Office or at www.sunrisefl.gov.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Felicia M. Bravo Phone: 954-746-3333

Department Head Name and Title:
Felicia M. Bravo, City Clerk

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Dauer Museum

Item Number: 5A **Meeting Date:** 7/8/2025

City Reference Number (C#): C25133

Item Description:

Replat - Planning and Zoning Board - June 5, 2025 Passed 6-0

A Resolution of the City of Sunrise, Florida, approving the Replat of a portion of Parcel "F" of "Sunrise Industrial Park Phase II, parcels 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 and 67" as recorded in Plat Book 115, Page 42 of the Public Records of Broward County, Florida, all lying in Township 49 South, Range 41 East, within the City of Sunrise, Broward County, Florida, to be renamed the “Dauer Museum” Plat; approving a restrictive note on the Plat; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25133
Exhibit A - Staff Report
Letter of Intent
Plat
Survey
Legal Ad

Background:
The applicant proposes to replat a portion of the property generally located on the northwest corner of NW 108th Avenue and NW 50th Street, naming it “Dauer Museum,” with a note on the face of the plat restricting development to 28,000 square feet of Industrial Use only. The proposed Plat requires City Commission approval pursuant to Section 16-34 of the Land Development Code. Currently, there are no separate land development-related applications submitted to the City for the subject site, and therefore there are no concurrent agenda items being processed for this project.

Staff completed an open building permit and code violation search. The subject property has no building permits, code violations, code liens, or building code cases.

Staff finds that this application meets all applicable requirements of the Land Development Code and therefore, recommends approval of this plat application.

For more information on this item, including any of the attachments to this item or additional backup information, please contact the Community Development Department staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Sylvia Miller, AICP Phone: 654-236-2118

Department Head Name and Title:

Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE REPLAT OF A PORTION OF PARCEL "F" OF "SUNRISE INDUSTRIAL PARK PHASE II, PARCELS 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 AND 67" AS RECORDED IN PLAT BOOK 115, PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALL LYING IN SECTION 18, TOWNSHIP 49 SOUTH, RANGE 41 EAST, WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, TO BE RENAMED THE "DAUER MUSEUM" PLAT; APPROVING A RESTRICTIVE NOTE ON THE PLAT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pulice Land Surveyors, Inc. (Applicant) filed Application No. PLAT-000100-2025 (99:02001) (Application) seeking approval to replat the approximate 1.63-acre site generally located on the northwest corner of NW 50th Street and NW 108th Avenue, within the City of Sunrise, to be renamed the "Dauer Museum" plat; and

WHEREAS, the Applicant proposes a note on the face of the plat restricting development to 28,000 square feet of industrial use; and

WHEREAS, City staff has reviewed the Application and finds it to be consistent with the City's Land Development Code. City staff prepared a Staff Report recommending approval of the Application, attached hereto and made a part of this Resolution as Exhibit A; and

WHEREAS, the Planning and Zoning Board held a meeting on June 5, 2025 and recommended approval of the Dauer Museum plat, including the restrictive note on the plat; and

WHEREAS, a duly-noticed public meeting has been held by the Sunrise City Commission regarding the Application and the City Commission finds that approval of the Dauer Museum plat, including the restrictive note, is in the best interests of the residents of the City of Sunrise; and

WHEREAS, Broward County requires that the City of Sunrise approve the plat prior to approval by the Broward County Board of County Commissioners.

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

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. In accordance with Section 16-34 of the City's Land Development Code, the Dauer Museum plat is hereby approved as more particularly described in the Community Development Department's Staff Report to the City Commission, a copy of which is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The restrictive note on the Dauer Museum plat is hereby approved as follows:

"THIS PLAT IS RESTRICTED TO 28,000 SQUARE FEET OF INDUSTRIAL USE."

Section 4. The plat and restrictive note are subject to the owner obtaining approval from the Broward County Board of County Commissioners.

Section 5. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Severability. Should any provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Resolution as a whole, or any part thereof, other than the part declared to be invalid.

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

EXHIBIT A

STAFF REPORT

DAUER MUSEUM (PLAT)

Summary

This is an application for Plat approval for an approximate 1.630 acre site generally located at the northwest corner of NW 50th Street and NW 108th Avenue, as shown on the location map. The site is currently zoned I-1 (Light Industrial) and designated Industrial land use on the City's Future Land Use Map. The proposed Plat requires City Commission approval pursuant to Section 16-34 of the Land Development Code.

General Information

The subject site is currently part of Parcel "F" of the "Sunrise Industrial Park Phase II, Parcels 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 and 67," Plat Book 115, Page 42, as recorded in the Public Records of Broward County, Florida. It is currently vacant land within the Dauer Museum of Classic Cars site, an approximately 3.9-acre property at 10801 NW 50th Street in Sunrise, Florida. The subject plat is surrounded by warehouse developments.

Currently, there are no separate land development approval applications, such as for site plan, submitted to the City for the subject site.

Project Description

The applicant proposes to replat the western portion of the subject property, more specifically the 1.630-acre vacant portion of the Dauer Museum of Classic Cars site via the proposed "Dauer Museum" Plat with a restriction to 28,000 square feet of Industrial Use only. The remainder of the Dauer Museum of Classic Cars property will continue to meet all applicable Land Development Code requirements.

Upon approval by the City Commission, the proposed Plat must be submitted to Broward County for approval by the Broward County Commission, and then recorded in the public records of Broward County.

Staff Evaluation

Staff has reviewed the Plat application and finds it consistent with the Land Development Code.

Staff Recommendation to the Planning and Zoning Board, June 5, 2025

This application meets all applicable Land Development Code requirements. Therefore, Staff recommends approval of this plat application.

Planning and Zoning Board Recommendation, June 5, 2025

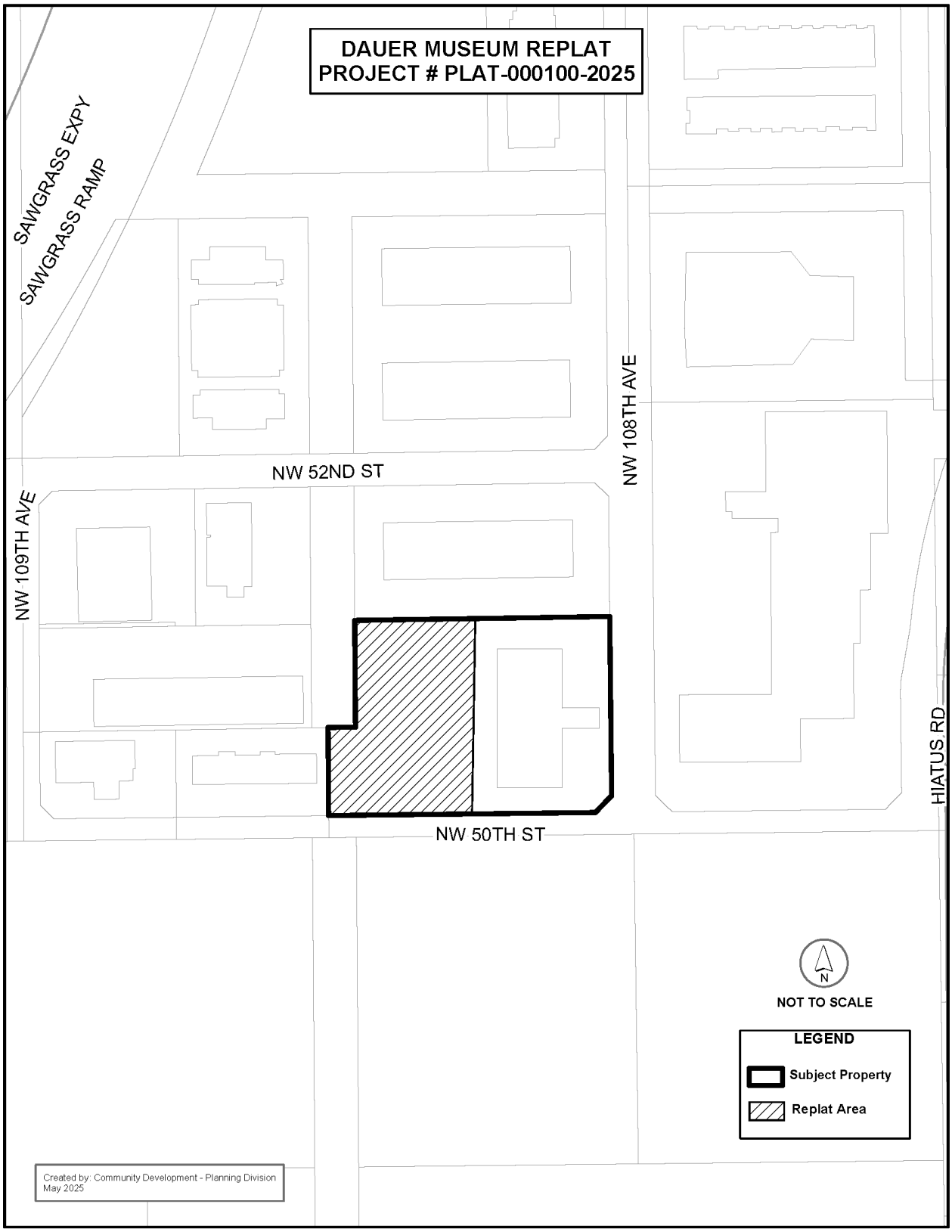
At its meeting on June 5, 2025, the Board approved Staff's recommendation.

Final Staff Recommendation to the City Commission, July 8, 2025

Staff recommends the approval of this application.

Planner: Sylvia Miller
File No.: PLAT-000100-2025 (99:02001)

Location Map



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FL 33351
Phone: (954) 572-1777 Fax: (954) 572-1778
surveys@pulicelandsurveyors.com

November 21, 2024 (revised 2/10/25)

Ms. Sylvia Miller, AICP
Principal Planner - Community Development Department
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

RE: "DAUER MUSEUM" PLAT – LETTER OF INTENT

Dear Ms. Miller,

Please accept this application for the subdivision of property located at the northwest corner of the NW 108th Avenue and 50th Street intersection, which has a formal address known as 10801 NW 50th Street and is identified by Folio No. 494118070061. A new Folio (ID) number will be automatically assigned by BCPA for the new parcel after the Plat is recorded in the Broward County Records.

We had the pre-application meeting on October 1st to go over the proposed Plat. To recap, the overall site is owned and currently occupied by the **Dauer Museum of Classic Cars** and its owner intends to subdivide a vacant portion to the west of the existing building, for a potential buyer that has not indicated a plan for development yet.

The proposed Plat contains 1.63 acres and is zoned I-1 (Light Industrial District), with an Industrial Land Use designation. We have ensured that the remaining portion of the property –not included in this Plat– conforms with the minimum lot size requirement for this location. Likewise, the restrictive Plat Note complies with Section 16-34(a)(2), maximum impact assumed, indicating less than 40% of the lot coverage that is allowed by Code.

The DAUER MUSEUM Plat complies with all State of Florida and Broward County regulations for submittal, and will ultimately follow Broward County's requirements for recordation. As for the City of Sunrise LDC regulations:
(a) General requirements:
1) Plat conforms with applicable Land Use and Zoning designations.
2) Plat does not exceed the maximum impact allowed for the I-1 Zoning District.
3) Applicant does not have precise plans, but due to the size of the parcel, any future construction is unlikely to be phased.
4) Plat is being processed by Broward County under Case No. 004-MP-25.
5) Plat will be recorded in the Broward County Official Records immediately after all County reviews and approvals are finalized. No vertical building permits shall be obtained prior to recordation.
(b) Plat is being simultaneously reviewed by the Broward County Urban Planning and Engineering Divisions.
(c) Plat follows all current City procedures for submittal and processing.
(d) Plat is prepared in accordance with FS Chapter 177, the Florida Administrative Code, and Article IX Chapter 5 of the Broward County Land Development Code; and also provides appropriate spaces for all applicable official approvals.

(e) Applicant is not seeking a non-vehicular access line amendment. Plat does not include a non-vehicular access line.
(f) Applicant is not seeking to separately vacate any right-of-way and/or easements; however, a 10-foot utility easement, which came in place with the old Sunrise Industrial Park Phase II Plat (Plat Book 115, Page 42) and is not necessary or required, will be abandoned by this replat while maintaining the 15-foot portion of same on the south boundary.
(g) This is not a Plat Note amendment, and the Plat Note as proposed will not increase in intensity or trip generation by more than the maximum allowed.
(h) Application does not require approval for a special exception use.

We do not anticipate any right-of-way dedication to be required, as there is sufficient road width for NW 50th Street, but we did include, per your recommendation, a 20-foot canal maintenance easement on the east and south sides of the canal that is adjacent to the Plat.

Please do not hesitate to contact us if you have any questions or need additional information. We look forward to be on the next DRC meeting.

Thank you,
PULICE LAND SURVEYORS, INC.

Elizabeth Tsouroukdissian
Platting Assistant

DAUER MUSEUM

PLAT BOOK _____ PAGE _____
SHEET 1 OF 2

A REPLAT OF PORTION OF PARCEL "F" OF "SUNRISE INDUSTRIAL PARK PHASE II,
PARCELS 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 AND 67" (P.B. 115, PG. 42)
IN SECTION 18, TOWNSHIP 49 SOUTH, RANGE 41 EAST,
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

SURVEYOR'S LEGAL DESCRIPTION:

A PORTION OF PARCEL "F" "SUNRISE INDUSTRIAL PARK PHASE II, PARCELS 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 & 67", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "F"; THENCE NORTH 89°20'30" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "F" 227.52 FEET; THENCE NORTH 00°24'42" WEST 355.29 FEET; THENCE SOUTH 89°07'00" WEST 177.53 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL "F" THE FOLLOWING THREE (3) DESCRIBED COURSES AND DISTANCES (1) SOUTH 00°24'42" EAST 194.09' FEET; (2) SOUTH 89°07'00" WEST 50.00 FEET; (3) SOUTH 00°24'42" EAST 160.30 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 71,029 SQUARE FEET (1.630 ACRES), MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: DAUER MUSEUM OF CLASSIC CARS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN HEREON AND TO BE KNOWN AS "DAUER MUSEUM".

1. THE UTILITY EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.
2. THE CANAL MAINTENANCE EASEMENT AS SHOWN HEREON IS RESERVED FOR ACCESS TO WATER MANAGEMENT AND DRAINAGE FACILITIES.

IN WITNESS WHEREOF: DAUER MUSEUM OF CLASSIC CARS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS _____, IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____, 202__.

WITNESS: _____
PRINT NAME: _____
WITNESS: _____
PRINT NAME: _____

DAUER MUSEUM OF CLASSIC CARS, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

BY: _____
NAME:
TITLE:

ACKNOWLEDGMENT:

STATE OF
COUNTY OF } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 202__, BY _____, AS _____ OF DAUER MUSEUM OF CLASSIC CARS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON BEHALF OF THE COMPANY, WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 202__.

MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

_____
NOTARY PUBLIC – STATE OF
PRINT NAME: _____

MORTGAGEE CONSENT:

KNOW ALL MEN BY THESE PRESENTS: THAT AMERITAS LIFE INSURANCE CORP., A NEBRASKA CORPORATION, THE OWNER AND HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREON, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS WHEREOF: AMERITAS LIFE INSURANCE CORP., A NEBRASKA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS _____, IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, 202__.

WITNESSES:
BY: _____
PRINT NAME: _____
BY: _____
PRINT NAME: _____

AMERITAS LIFE INSURANCE CORP.,
A NEBRASKA CORPORATION

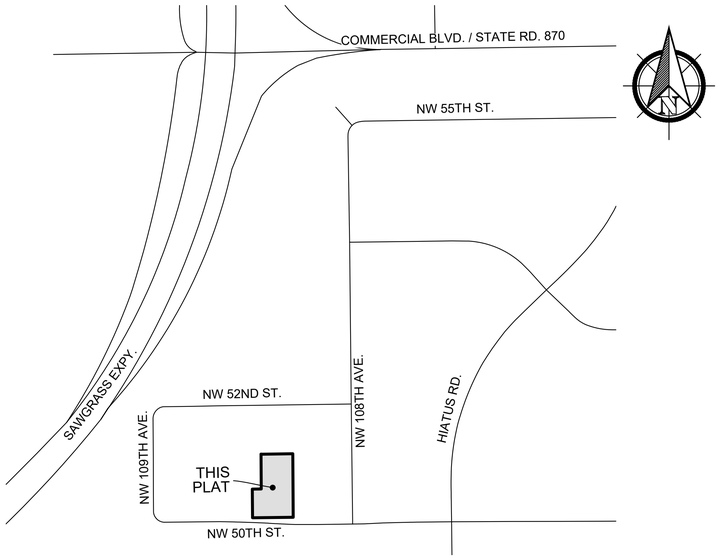
BY: _____
PRINT NAME: _____
TITLE: _____

PREPARED BY:

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE: 954-572-1777

OCTOBER 2024



LOCATION MAP
NOT TO SCALE

ACKNOWLEDGMENT:

STATE OF
COUNTY OF } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 202__, BY _____, WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 202__.

MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

_____
NOTARY PUBLIC – STATE OF _____
PRINT NAME: _____

CITY OF SUNRISE	PLATTING SURVEYOR	COUNTY ENGINEER	COUNTY SURVEYOR

CITY OF SUNRISE CITY COMMISSION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND PASSED BY RESOLUTION NO. _____ ADOPTED THIS _____ DAY OF _____, 202__.

CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

BY: _____
FELICIA M. BRAVO
CITY CLERK

BY: _____
MICHAEL J. RYAN
MAYOR

CITY OF SUNRISE COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 202__.

BY: _____
SHANNON LEY
CITY OF SUNRISE DIRECTOR OF COMMUNITY DEVELOPMENT DEPARTMENT

BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS ____ DAY OF _____, 202__.

BY: _____
DIRECTOR/DESIGNEE

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 TRAFFICWAYS THIS ____ DAY OF _____, 202__.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF_____, 202__.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

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 _____ DAY OF_____, 202__.

BY: _____
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DATE
ROBERTO CHAVEZ
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS7280

BY: _____ DATE
RICHARD TORNESE
DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40263

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177.

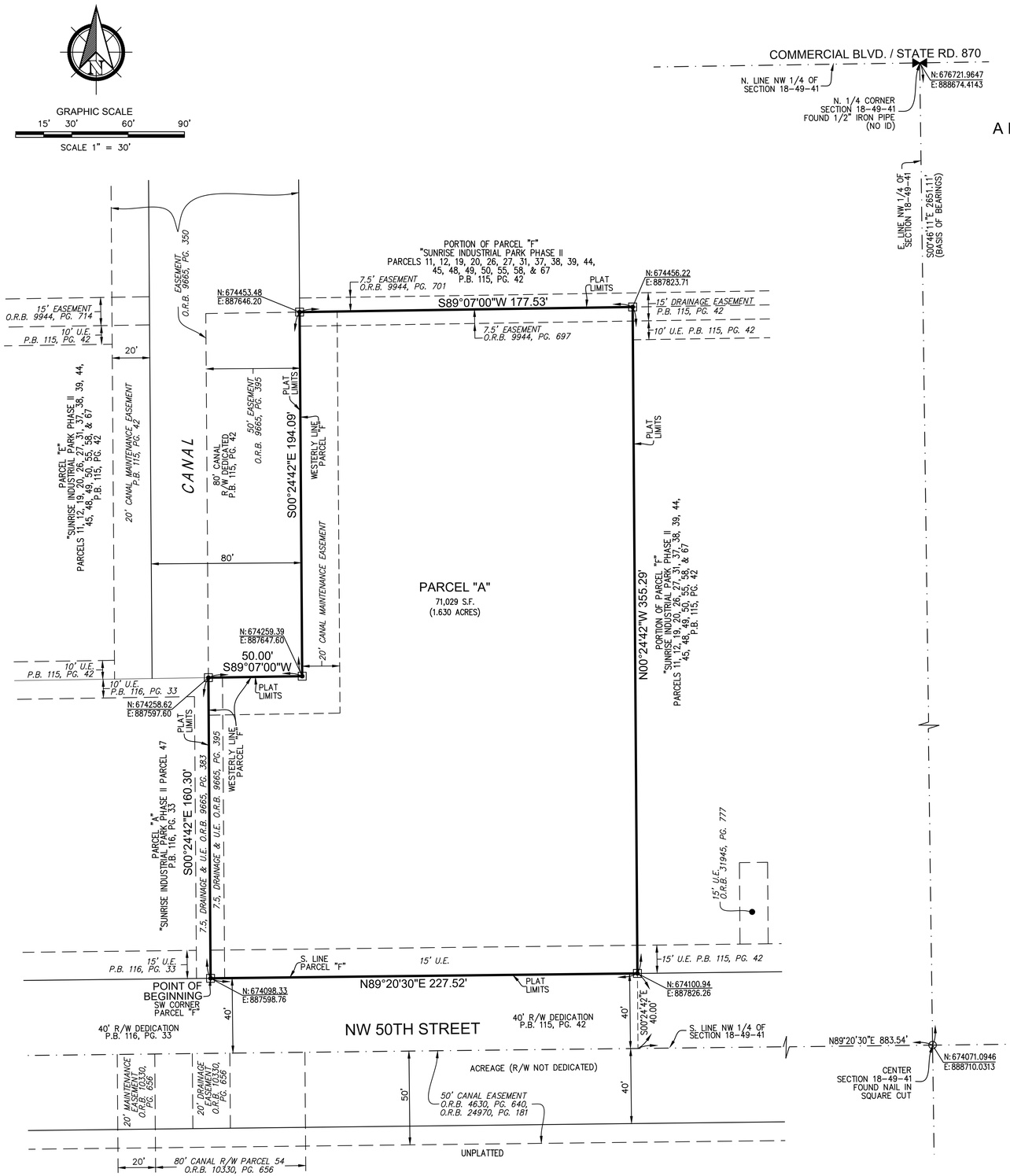
BY: _____ DATE
JOHN F. PULICE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS2691
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FL 33351
CERTIFICATE OF AUTHORIZATION NO. LB3870

PLAT NO.: 004-MP-25

DAUER MUSEUM

A REPLAT OF PORTION OF PARCEL "F" OF "SUNRISE INDUSTRIAL PARK PHASE II, PARCELS 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 AND 67" (P.B. 115, PG. 42)
IN SECTION 18, TOWNSHIP 49 SOUTH, RANGE 41 EAST,
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

PREPARED BY:
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE: 954-572-1777
OCTOBER 2024



SURVEYOR'S NOTES:

1. THIS PLAT IS RESTRICTED TO 28,000 SQUARE FEET OF INDUSTRIAL USE.

   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.

2. ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION 2.1.F., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

3. GRID BEARINGS AND STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO "STONER/KEITH RESURVEY NO. III ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 3, PAGE 44, BROWARD COUNTY RECORDS, AS TRANSFORMED TO NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT APPLIED. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF THE NW 1/4 OF SECTION 18, TOWNSHIP 49, RANGE 41 EAST HAVING A BEARING OF S00°46'11"E.

4. ALL RECORDED DOCUMENTS NOTED HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY UNLESS OTHERWISE NOTED.

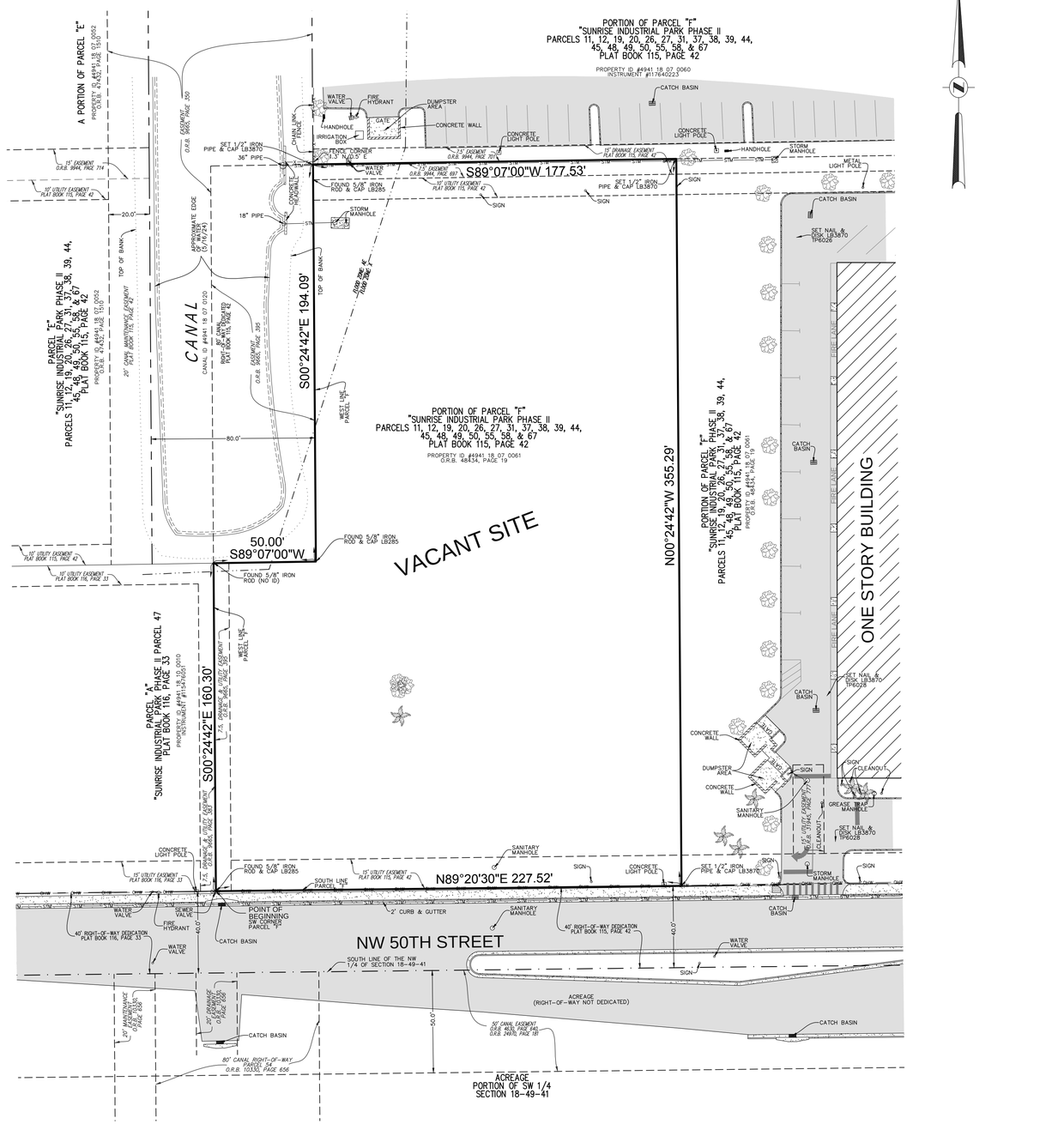
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

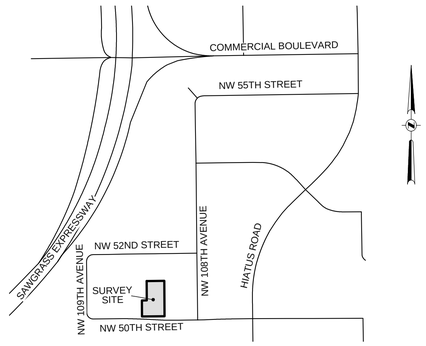
6. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN 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 NOTE 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.

LEGEND AND ABBREVIATIONS:

⊙	PRM	= PERMANENT REFERENCE MONUMENT (SET 4"X4"X24" CONCRETE MONUMENT WITH 2" ALUMINUM DISC STAMPED "PRM LB3870" UNLESS OTHERWISE NOTED)
℄		= CENTERLINE
N:654321.89		= STATE PLANE COORDINATE – NORTHING
E:954321.89		= STATE PLANE COORDINATE – EASTING
I.D.		= IDENTIFICATION
LB		= LICENSED BUSINESS
O.R.B.		= OFFICIAL RECORDS BOOK
P.B.		= PLAT BOOK
PG.		= PAGE
R/W		= RIGHT-OF-WAY
S.F.		= SQUARE FEET
U.E.		= UTILITY EASEMENT

PLAT NO.: 004-MP-25





VICINITY MAP
NOT TO SCALE

LEGEND & ABBREVIATIONS

- CONCRETE
- ASPHALT PAVEMENT
- OHW — OVERHEAD WIRES
- STM — UNDERGROUND STORM SEWER LINE
- ℄ CENTERLINE
- LB LICENSED BUSINESS
- O.R.B. OFFICIAL RECORDS BOOK
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- PALM TREE
- TREE

0' 30' 60' 90'
GRAPHIC SCALE
1"=30'

LEGAL DESCRIPTION: (SURVEYOR)

A PORTION OF PARCEL "F" "SUNRISE INDUSTRIAL PARK PHASE II, PARCELS 11, 12, 19, 20, 26, 27, 31, 37, 38, 39, 44, 45, 48, 49, 50, 55, 58 & 67", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "F"; THENCE NORTH 89°20'30" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "F" 227.52 FEET; THENCE NORTH 00°24'42" WEST 355.29 FEET; THENCE SOUTH 89°07'00" WEST 177.53 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL "F" THE FOLLOWING THREE (3) DESCRIBED COURSES AND DISTANCES (1) SOUTH 00°24'42" EAST 194.09' FEET; (2) SOUTH 89°07'00" WEST 50.00 FEET; (3) SOUTH 00°24'42" EAST 160.30 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 71,029 SQUARE FEET (1.630 ACRES), MORE OR LESS.

NOTES:

1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. FLOOD ZONE: X/AH; BASE FLOOD ELEVATION: NONE/9 FEET; PANEL #12011C0335H; COMMUNITY #120328; MAP DATE: 8/18/14.
3. THIS SITE LIES IN SECTION 18, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.
4. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH LINE OF PARCEL "F" BEING N89°20'30"E.
5. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
6. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: DAUER MUSEUM OF CLASSIC CARS, INC.
7. THIS SITE CONTAINS NO PARKING SPACES.
8. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.
9. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.
10. THE FLOOD ZONE DESIGNATION LINES DEPICTED HEREON ARE PLACED IN APPROXIMATE LOCATIONS, AS SCALED FROM THE IMAGE FROM THE FEMA.ORG WEBSITE.

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

John F Pulice

Digitally signed by John F Pulice
Date: 2025.02.10 15:17:22 -05'00'

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660 STATE OF FLORIDA

NO.	REVISIONS	BY
5		
4		
3		
2	LOCATION SKETCH 1/6/25	M.M.M.
1	#72713 LEGAL DESCRIPTION 9/4/24	M.M.M.

INDUSTRIAL SITE
10801 NW 50TH STREET
SUNRISE, FLORIDA 33351
(CITY OF SUNRISE, BROWARD COUNTY)

BOUNDARY SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: A.R.	SCALE: 1" = 30'	CLIENT: DAUER MUSEUM OF CLASSIC CARS, INC.
CHECKED BY: J.F.P.	SURVEY DATE: 8/16/24	ORDER NO.: 72713

SUN-SENTINEL

Sold To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Bill To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Jun 28, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: June 29, 2025.

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7833855

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

July 8, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on July 8, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792.

Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25144
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25146
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE III "DEVELOPMENT REVIEW PROCEDURES," BY AMENDING SECTION 16-31 "SITE PLAN" TO ALLOW SMALL-SCALE SITE PLANS AND PROCEDURES FOR PROPERTIES WITH A NET LAND AREA OF TWO ACRES OR LESS; AND BY AMENDING SECTION 16-39 "MASTER DEVELOPMENT PLAN" TO ALIGN THE APPROVAL PROCEDURE WITH THE LARGE-SCALE SITE PLAN REVIEW PROCEDURES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C25145
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE V "DISTRICT REGULATIONS," BY AMENDING SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO ALLOW FOR

A REDUCED MINIMUM TRACT SIZE; BY AMENDING SECTION 16-109 "PLANNED DEVELOPMENT DISTRICT (PDD)" TO ALLOW FOR A REDUCED MINIMUM SITE AREA AND TO REVISE THE SUBMITTAL REQUIREMENTS FOR SINGLE-PHASE DEVELOPMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C25133
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A PLAT FOR DAUER MUSEUM LOCATED AT 10801 NW 50TH STREET, SUNRISE, FLORIDA

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every rea-

sonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the July 8, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401
Access Code: 368262.
6/28/2025 7833855

Order # - 7833855

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Presentation

Item Number: 6A **Meeting Date:** 7/8/2025

City Reference Number (C#):

Item Description:

Legislative Update by State Senator Barbara Sharief. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
State Senator Dr. Barbara Sharief requested time to provide the Mayor, Commissioners, and residents with a post legislative session update.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: City Manager Mark Lubelski Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6B **Meeting Date:** 7/8/2025

City Reference Number (C#):

Item Description:

Presentation of awards to the winning parade participants in the annual City of Sunrise July 4th Parade. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
The City of Sunrise holds an annual July 4th Parade which encourages community participation. The City provides awards for various categories of the parade. The categories for recognition are: Mayor's Choice Award, Most Patriotic Award, Youth Involvement Award, Community Spirit Award, and Most Unique Award.

The City Commission hereby recognizes the award winners for their participation in the City's 2025 July 4th Parade.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kevin Pickard Phone:

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6C **Meeting Date:** 7/8/2025

City Reference Number (C#):

Item Description:

Presentation of the Youth Athlete of the Month Award for July 2025 to Ayden Wisdom from the Kidz Total Fitzone program and Angelica Fortich from the Sunrise Karate program. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

July 2025 Youth Athlete of the Month-Youth Programs

Background:
In 2018, the Sunrise City Commission approved a program to recognize youth athletes in the City Leisure Services programs on a monthly basis. The City established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at $25.00, which is redeemable as payment towards various Leisure Services Programs. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Richard Devaux Phone: 954-747-4617

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

July 2025 Youth Athlete of the Month
Youth Programs

Athlete: Ayden Wisdom
Instructor: Anna Nicolau

Ayden Wisdom is a 9-year old student at American Heritage School and a participant in Sunrise's Kidz Total FitZone Program.

Comments from his Instructor:

I am honored to nominate Ayden Wisdom for Youth Athlete of the Month. Ayden has been a dedicated participant in the Kidz Total FitZone program, which was designed for kids who aren't typically drawn to traditional sports. As his coach and mother, I have seen firsthand how far he has come. When Ayden first joined the program two years ago, he was hesitant, often expressing his reluctance in the car before class. However, over the past six months, I've watched him grow both in maturity and athleticism.

Ayden has stepped up in remarkable ways. He now leads warm-ups, his form and technique have drastically improved, and he is consistently engaged, offering suggestions for new exercises and challenges. This positive shift has been inspiring, and as a coach, I am incredibly proud of how dedicated he has become.

Outside of the program, Ayden continues to excel. As a 9-year-old heading into 6th grade and skipping two years of school, he has adjusted to his new environment at American Heritage and exceeded expectations, finishing the school year with an impressive 4.22 GPA. In addition to his academic achievements, Ayden has received four awards this year, two of which are from his Band program for most improved and participation, even though he only started in January.

Ayden truly deserves this recognition for his growth and commitment. He is a wonderful example of resilience, determination, and hard work, both in the classroom and in my program. I am beyond proud of everything he has accomplished.

Athlete: Angelica Fortich
Coach: Penny & Russell Pentland

Angelica Fortich is a 14 year old student at Millenium Collegiate Academy and a participant in the Sunrise Karate program.

Comments from her Coaches:

It has been a pleasure to have Angelica in our class for six years now. Angelica has earned her fourth Q purple belt and is on her way to earning her brown belt. She sets an example for other Karate students and is looked at as a role model in class. In addition to her karate, Angelica is a straight A student and is passionate about theatre.

Angelica's accomplishments include being a member of the National Junior Honor Society and taking high school classes in middle school while maintaining the A honor roll. She is a member of the Drama club Spotlight program, the debate team and the advanced musical theater program at the Broward Center for Performing Arts.

We are proud to nominate this well-rounded young adult and believe she is an excellent candidate for recognition as the Youth Athlete of the Month.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Proclamation

Item Number: 6D **Meeting Date:** 7/8/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of July 2025 as Parks and Recreation Month in the City of Sunrise. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
The month of July is nationally designated as Parks & Recreation month, and the Leisure Services Department would like to acknowledge this designation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kevin Pickard, Director of Leisure Services

Phone: 954-747-4600

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Park and Recreation Month

Whereas, parks and recreation is an integral part of communities throughout this country, including in the City of Sunrise; and

Whereas, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

Whereas, parks and recreation encourage physical activities by providing space for popular sports, swimming pools and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

Whereas, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation is fundamental to the environmental well-being of our community; and

Whereas, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, the City of Sunrise recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commission hereby proclaim the month of July 2025 as **Parks and Recreation Month** in the City of Sunrise.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6E **Meeting Date:** 7/8/2025

City Reference Number (C#):

Item Description:

Recognition of service time and dedication for employee that retired from City service awarded to Herbert Northwalton, Bus Driver II. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
The City Commission wishes to recognize an employee who retired from City employment and to thank them for their service time and dedication.

The following employee retired from City service during the month of June 2025:

Herbert Northwalton, Bus Driver II, 19 years of service (2006-2025)

- Bus Driver II (2006-2025)

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of HR Phone: 954-838-4522

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Proclamation

Item Number: 6F **Meeting Date:** 7/8/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of July 2025 as Pass Up Plastics Month in the City of Sunrise. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Pass Up Plastics Proclamation

Background:
Plastic Free July® is a global movement that helps millions of people be part of the solution to plastic pollution – so we can have cleaner streets, oceans, and beautiful communities.

The City of Sunrise is committed to creating and maintaining a sustainable environment through implementation of our Sunrise Sustainability Action Plan (Resolution No. 19-63). Reducing waste of single-use plastics, not only has a positive effect on our local community but our global community as well. Discarded plastic items creates litter which can find its way into our storm drains and waterways, and eventually the ocean. Our Sunrise community can be part of the plastic pollution solution this July by pledging to Pass Up Plastics and taking part in the greater global movement.

Community members are invited to join City of Sunrise Good and Green Team and Youth Environmental Alliance on July 29, at 1:00pm, at the Sunrise Dan Pearl Library presenting "Paper, Plastic or Our Planet" course, and then on August 2, 10:00am-1:00pm stop by the Back to School Splash to visit the Pass Up Plastics display, take the pledge and spin the prize wheel to take home a reusable prize while supplies last.

Learn more about Pass Up Plastics by visiting the City's webpage at www.sunrisefl.gov/green.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Carrie Kashar, Ed.D. Phone: 954-888-6043

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

PASS UP PLASTICS MONTH

Whereas, the City of Sunrise is committed to environmental stewardship and leadership, and encourages residents and businesses to take part in the City's "Pass Up Plastics" campaign by pledging your support or sharing how you are reducing plastic pollution; and

Whereas, the City joins with the international effort "Plastic Free July" to reduce pollution and health risks related to plastics; and

Whereas, single-use plastics are goods that are made primarily from fossil fuel-based chemicals and are meant to be disposed of right after use such as plastic bottles, cups and lids, straws, plates, cutlery, shopping and produce bags, plastic and polystyrene containers for take-out and storage of food; and

Whereas, Americans represent 5% of the world's population, but generate 30% of the world's refuse, discarding about 33.6 million tons of plastic each year; and

Whereas, 236,000 tons of microplastics end up in waterways and oceans where they are introduced to the food chain and can attract and retain toxic chemicals such as bisphenol A (BPAs) and pesticides that bio-accumulate in our food; and

Whereas, limiting plastic consumption effectively reduces the contribution to climate change and encourages a shift toward the use of renewable resources; and

Whereas, the City's Pass Up Plastics pledge encourages participants to "pass up" plastic packaging and reduce single-use disposable plastics, reuse plastics where possible, and choose more sustainable alternatives.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners hereby proclaim the month of July 2025 as

PASS UP PLASTICS MONTH

in the City of Sunrise and encourage all residents and businesses to join us in passing up plastics for a plastic-free July in the City of Sunrise.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Amendment

Item Number: 12A **Meeting Date:** 7/8/2025

City Reference Number (C#): C25144

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2024/2025 Budget Ordinance No. 709; amending the General Fund (001) providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 6/24/2025, Passed 5-0).

Funding:
See Attachment

Amount:
See Attachment

ATTACHMENTS:

ATY Ordinance - C25144

Exhibit A
Legal Ad

Background:
This item amends the FY 2024/2025 Budget as follows:

General Fund 001
A: This item recognizes the appropriation of fund balance in the amount of $600,000.00 and transfers funding to the appropriate account to support the replacement of the fire alarms panels at Fire Stations 39, 59, and 83. These panels have become obsolete and replacement parts are not readily available. The panels require upgrades to meet current codes and placement standards along with interconnections to the station's A/C equipment. The Fire Rescue Department has requested the replacement of these panels, which were not budgeted in the FY 2024/2025 Budget.

Changes for 2nd Reading
Funding is being added to the Fire Rescue Department to support the purchase of 12 additional Automatic External Defibrillators and outdoor smart-monitored cabinets. In addition, funding is being recognized for a recent grant that was awarded to the Fire Rescue Department.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 954-746-3220

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Fiscal Year 2024/2025 Budget Ordinance No. 709 is hereby amended to revise the General Fund (001), as more particularly set forth in the revised budget sheet, which is attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 24TH DAY OF JUNE, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	_____
SECOND:	SCUOTTO	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.389.389900	FROM FUND BALANCE	0	0	600,000	0	600,000
B	00.00.334.334203	STATE FL DEPT HEALTH GRANT	0	0	325,670	0	325,670
		TOTAL FUND REVENUES	**184,750,860**	**193,165,769**	**925,670**	**0**	**194,091,439**
	EXPENDITURES						
A	43.48.519.504640	REPAIR AND MAINT BUILDING	25,300	25,300	600,000	0	625,300
B	23.21.522.503420	MISC CONTRACT SERVICES	292,790	292,790	230,630	0	523,420
B	23.22.525.505206	NON-CAPITAL EQUIP AND PARTS	51,100	53,997	22,200	0	76,197
B	23.22.525.506401	MACHINES AND EQUIPMENT	171,000	171,000	72,840	0	243,840
		TOTAL FUND EXPENDITURES	**184,750,860**	**193,165,769**	**925,670**	**0**	**194,091,439**

SUN-SENTINEL

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City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

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Sunrise,FL 33351-6899

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Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Jun 28, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: June 29, 2025.

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7833855

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

July 8, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on July 8, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792.

Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25144
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25146
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE III "DEVELOPMENT REVIEW PROCEDURES," BY AMENDING SECTION 16-31 "SITE PLAN" TO ALLOW SMALL-SCALE SITE PLANS AND PROCEDURES FOR PROPERTIES WITH A NET LAND AREA OF TWO ACRES OR LESS; AND BY AMENDING SECTION 16-39 "MASTER DEVELOPMENT PLAN" TO ALIGN THE APPROVAL PROCEDURE WITH THE LARGE-SCALE SITE PLAN REVIEW PROCEDURES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C25145
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE V "DISTRICT REGULATIONS," BY AMENDING SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO ALLOW FOR

A REDUCED MINIMUM TRACT SIZE; BY AMENDING SECTION 16-109 "PLANNED DEVELOPMENT DISTRICT (PDD)" TO ALLOW FOR A REDUCED MINIMUM SITE AREA AND TO REVISE THE SUBMITTAL REQUIREMENTS FOR SINGLE-PHASE DEVELOPMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C25133
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A PLAT FOR DAUER MUSEUM LOCATED AT 10801 NW 50TH STREET, SUNRISE, FLORIDA

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every rea-

sonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the July 8, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401
Access Code: 368262.
6/28/2025 7833855

Order # - 7833855

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 12B **Meeting Date:** 7/8/2025

City Reference Number (C#): C25146

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 “Land Development Code,” Article III “Development Review Procedures,” by Amending Section 16-31 “Site Plan” to allow small-scale site plans and procedures for properties with a net land area of two acres or less; and by Amending Section 16-39 “Master Development Plan” to align the approval procedure with the Large-Scale Site Plan Review Procedures; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 6/24/2025, Passed 5-0).

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance C25146
Display Ad - Proof
Legal Ad

Background:
The City recognizes the ability to process development applications in an efficient manner is an important factor in attracting and maintaining economic development throughout the City, not only for new development but for redevelopment and infill development. Continuing to evaluate opportunities to streamline the site plan process is an ongoing process and this item is a result of such process.

On September 10, 2024, the City adopted Ordinance No. 402-24-G, which created the small-scale site plan procedures. City staff have reviewed the effectiveness of the small-scale site plan procedures and recommend to amend one of the three categories when a project is eligible to utilize the small-scale site plan procedures, specifically the general category when a site plan can be processed per the small-scale site plan procedures.

In order for a site plan application to be processed per the small-scale site plan procedures under the general category, there are four criteria that have to be met. The proposed ordinance is to amend one of these criteria, more specifically for the site plan to be for a net land area of one (1) acre or less to a net area of two (2) acres or less. All other criteria previously established for small-scale site plan procedures will remain.

In addition, the proposed ordinance includes a revision to Section 16-39 of the Land Development Code to align the master development plan approval procedure with the large-scale site plan review procedures as it should be.

The proposed Land Development Code amendment is consistent with the Goals, Objectives and Policies of the City's adopted Comprehensive Plan and necessary for the preservation of the public health, safety, and welfare of the City's residents.

Staff recommends adoption of the proposed Land Development Code amendment.

For more information on this item, please contact the Community Development Department staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jim Koeth Phone: 964-746-3279

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE III "DEVELOPMENT REVIEW PROCEDURES," BY AMENDING SECTION 16-31 "SITE PLAN" TO ALLOW SMALL-SCALE SITE PLANS AND PROCEDURES FOR PROPERTIES WITH A NET LAND AREA OF TWO ACRES OR LESS; AND BY AMENDING SECTION 16-39 "MASTER DEVELOPMENT PLAN" TO ALIGN THE APPROVAL PROCEDURE WITH THE LARGE-SCALE SITE PLAN REVIEW PROCEDURES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida law provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City recognizes that the ability to process development applications in an efficient manner is an important factor in attracting and maintaining economic development throughout the City; and

WHEREAS, the Land Development Code regulates site plan applications, as well as site plan adjustments and revisions, including review procedures; and

WHEREAS, City staff has reviewed the small-scale site plan procedures and has identified revisions that would streamline the process, maximize opportunities, and encourage investment and business development to existing buildings for small-scale projects; and

WHEREAS, the City supports amending the Land Development Code to allow small-scale site plans and procedures for properties with a net land area of two (2) acres or less; and

WHEREAS, on September 10, 2024, the City adopted small-scale site plan procedures via Ordinance No. 402-24-G, which are codified in Section 16-31(f) of the City Code. As a result, a revision to Section 16-39 of the City Code is required to align the

underscored text are additions
~~scored-through~~ text are deletions

master development plan approval procedure with the large-scale site plan review procedures; and

WHEREAS, the City's Local Planning Agency has reviewed this Ordinance and recommended its approval to the City Commission; and

WHEREAS, the City Commission held a public hearing, at which all members of the public so desiring had an opportunity to be heard; and

WHEREAS, the City Commission finds that adopting this Ordinance as set forth herein is consistent with and furthers the City's Comprehensive Plan and other applicable law relating to land use planning and development and growth management, and is necessary for the preservation of the public health, safety and welfare of the City's residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 16-31 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 16-31. – Site plan.

(a) *Purpose.* The site plan is the key land development review mechanism for all development permits other than a single-family dwelling on a lot in single and separate ownership. It is intended to assure adequate site design and relationship to adjacent development and public facilities. This includes any major landscaping, walls or entrance features being added to an existing project. If a single tract is to be site planned in phases, a master development plan shall be prepared in accordance with section 16-39. A site plan must be submitted to the department for all development.

(b) *Types of site plan.* A site plan shall be categorized per the following:

(1) *Small-scale site plan.*

a. A site plan shall be processed as per the small-scale site plan procedures if the site plan complies with the following:

1. A net land area of ~~one (1)~~ two (2) acres or less; and

underscored text are additions
~~scored-through~~ text are deletions

2. Fewer than fifty (50) dwelling units or fewer than twenty thousand (20,000) square feet of non-residential use; and

3. Does not include both residential and non-residential uses; and

4. Does not include an additional application that requires City Commission action.

b. An exterior elevation change that does not include any changes to the site plan or includes administrative revision(s) to a site plan shall be processed as per the small-scale site plan procedures.

c. A new office building and associated parking garage(s) located within the Western Sunrise Area and does not include an additional application that requires City Commission action shall be processed as per the small-scale site plan procedures.

1. Does not include an additional application that requires City Commission action; and

2. Any portion of the property for which the new office building and associated parking garage(s) is located shall be a minimum of one-thousand (1,000) feet from any residential properties four (4) stories or less.

* * *

Section 3. That section 16-39 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 16-39. – Master development plan.

* * *

(c) *Master development plan approval procedure.* The site plan review procedures contained in subsection 16-31~~(f)~~(g) shall be followed.

* * *

Section 4. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 6. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 24TH DAY OF JUNE, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	_____
SECOND:	SCUOTTO	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions
~~scored-through~~ text are deletions

SUNRISE CITY CODE
NOTICE OF PROPOSED AMENDMENT

The City of Sunrise proposes to adopt by ordinance the following amendment to the Code of the City of Sunrise, Florida, Chapter 16 "Land Development Code":

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE III "DEVELOPMENT REVIEW PROCEDURES," BY AMENDING SECTION 16-31 "SITE PLAN" TO ALLOW SMALL-SCALE SITE PLANS AND PROCEDURES FOR PROPERTIES WITH A NET LAND AREA OF TWO ACRES OR LESS; AND BY AMENDING SECTION 16-39 "MASTER DEVELOPMENT PLAN" TO ALIGN THE APPROVAL PROCEDURE WITH THE LARGE-SCALE SITE PLAN REVIEW PROCEDURES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission, in its capacity as the Local Planning Agency, will be conducting a public hearing on this proposed ordinance on Tuesday, June 24, 2025 commencing at 4:45 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351, in order to make recommendations to the local governing body (City Commission) regarding the proposed amendment. Upon the close of the Local Planning Agency hearing, a public hearing will be held by the Sunrise City Commission on Tuesday, June 24, 2025 commencing at 5:00 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351.

The City Commission and the Local Planning Agency will be meeting in-person. The public may attend and participate in the meetings in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For tecÚical difficulties, please call (954) 578-4792.

The proposed Ordinance may be inspected at the Community Development Department, 10770 West Oakland Park Boulevard, 2nd Floor - Sunrise, Florida 33351, between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday (excluding City holidays), or requested via AskZoning@sunrisefl.gov.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation. For additional information please contact the Community Development Department at (954) 746-3281 or email AskZoning@Sunrisefl.gov.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See F.S.S. 286.0105.

SUN-SENTINEL

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10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Bill To:
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10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

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Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Jun 28, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: June 29, 2025.

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7833855

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

July 8, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on July 8, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792.

Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25144
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25146
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE III "DEVELOPMENT REVIEW PROCEDURES," BY AMENDING SECTION 16-31 "SITE PLAN" TO ALLOW SMALL-SCALE SITE PLANS AND PROCEDURES FOR PROPERTIES WITH A NET LAND AREA OF TWO ACRES OR LESS; AND BY AMENDING SECTION 16-39 "MASTER DEVELOPMENT PLAN" TO ALIGN THE APPROVAL PROCEDURE WITH THE LARGE-SCALE SITE PLAN REVIEW PROCEDURES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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C25133
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A PLAT FOR DAUER MUSEUM LOCATED AT 10801 NW 50TH STREET, SUNRISE, FLORIDA

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Access Code: 368262.
6/28/2025 7833855

Order # - 7833855

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 12C **Meeting Date:** 7/8/2025

City Reference Number (C#): C25145

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 “Land Development Code,” Article V “District Regulations,” by Amending Section 16-101 “Planned Unit Development (PUD) District” to allow for a reduced minimum tract size; by Amending Section 16-109 “Planned Development District (PDD)” to allow for a reduced minimum Site Area and to revise the submittal requirements for single-phase developments; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 6/24/2025, Passed 5-0).

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25145
Display Ad - Proof
Legal Ad

Background:
The City has established the Planned Unit Development (PUD) and Planned Development Districts (PDD) zoning districts within the Land Development Code. The PUD and PDD zoning districts incentivize development and redevelopment by providing opportunities to create specific design standards within the district for superior site plan opportunities. Currently both the PUD and PDD have a minimum tract size of 10 acres. Vacant tracts of ten (10) acres or more are extremely limited within the City. The PUD and PDD zoning districts have been a significant economic development tool. The proposed ordinance amends both the PUD and PDD zoning districts to revise the minimum tract size from ten (10) acres or more to eight (8) acres or more.

In addition, the proposed ordinance amends the submittal requirements for single phase PDD development to require an overall plan as part of the site plan application instead of a separate master plan application. This is similar to what is currently required for a PUD single phase development and streamlines the process.

The proposed Land Development Code amendment is consistent with the Goals, Objectives and Policies of the City's adopted Comprehensive Plan and necessary for the preservation of the public health, safety, and welfare of the City's residents.

Staff recommends adoption of the proposed Land Development Code amendment.

For more information on this item, please contact the Community Development Department staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jim Koeth Phone: 964-746-3279

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE V "DISTRICT REGULATIONS," BY AMENDING SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO ALLOW FOR A REDUCED MINIMUM TRACT SIZE; BY AMENDING SECTION 16-109 "PLANNED DEVELOPMENT DISTRICT (PDD)" TO ALLOW FOR A REDUCED MINIMUM SITE AREA AND TO REVISE THE SUBMITTAL REQUIREMENTS FOR SINGLE-PHASE DEVELOPMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida law provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Land Development Code regulates site plan requirements and applications within the City of Sunrise; and

WHEREAS, planned unit development (PUD) and planned development district (PDD) zoning districts incentivize development and redevelopment by providing opportunities to create specific design standards with the district for superior site plan opportunities; and

WHEREAS, the current minimum tract size for a PUD, and the current minimum site area for a PDD, is ten (10) acres; and

WHEREAS, vacant land tracts of ten (10) acres or more within the City are extremely limited; and

WHEREAS, the City supports modifying the PUD minimum tract size and the PDD minimum site area requirements to reduce the minimum size to eight (8) acres; and

WHEREAS, the City supports revising the submittal requirements for single-phase PDD developments to require an overall plan as part of the site plan application instead of a separate master plan application; and

underscored text are additions
~~scored through~~ text are deletions

WHEREAS, the City's Local Planning Agency has reviewed this Ordinance and recommended its approval to the City Commission; and

WHEREAS, the City Commission held a public hearing, at which all members of the public so desiring had an opportunity to be heard; and

WHEREAS, the City Commission finds that adopting this Ordinance as set forth herein is consistent with and furthers the City's Comprehensive Plan and other applicable law relating to land use planning and development and growth management, and is necessary for the preservation of the public health, safety and welfare of the City's residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 16-101 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 16-101. – Planned unit development (PUD) district.

* * *

(d) *Development Standards.* All development in the PUD shall comply with the development standards contained in this subsection. However, an applicant requesting a rezoning to PUD may propose alternative development standards to those contained in this subsection as part of the PUD design guidelines of the uniform control document submitted with the rezoning application. An applicant may propose alternative development standards for other sections of the Code that are applicable to the development in the PUD. Alternative development standards are subject to City Commission approval and shall supersede the development standards contained in this subsection and the Code. Any development standard in the Code not specifically listed below or modified by the approved PUD alternative development standards shall be applied in accordance with the Code.

(1) Minimum tract size. All planned unit developments shall contain one of the following:

a. A minimum of ~~ten (10)~~ eight (8) acres of contiguous land designated as PUD.

underscored text are additions
~~scored through~~ text are deletions

b. A minimum of four and one-half (4.5) acres of contiguous land designated as PUD for an affordable housing development with a minimum of eighty (80) percent of the units deed restricted as affordable housing for a minimum of thirty (30) years for households earning between twenty-five (25) and eighty (80) percent of the Broward County Area Median Income, as adjusted for family size.

(2) Maximum density.

a. The total number of dwelling units permitted in a PUD shall not exceed the total number of units permitted by the Land Use Element of the Sunrise Comprehensive Plan or the DRI development order.

b. The ordinance adopting the rezoning for a specific PUD shall specify the allowable number of units permitted in that particular planned unit development or the DRI development order.

(3) Minimum lot size. No minimum lot size shall be required within a PUD.

* * *

Section 3. That section 16-109 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section. 16-109. - Planned Development District (PDD).

* * *

(d) *Development regulations.*

(1) *Minimum site area.* ~~Ten (10)~~ Eight (8) acres of contiguous land area.

(2) *Perimeter development requirement.* No housing type, use, setback, height, and coverage requirements are established. However, existing residentially zoned property adjacent to the perimeter of the PDD shall be protected by setbacks, landscaping, minimum ten-foot high decorative walls, and other buffers to be established as part of the PDD master plan.

(3) *Internal development requirement.*

a. No minimum lot sizes shall be required.

b. No minimum distance between on-site structures shall be required.

c. No minimum yard setbacks shall be required.

* * *

(e) *Submittal documents.* Upon application for rezoning to the PDD district, the applicant shall provide a Development Agreement in compliance with F.S. §§

163.3220—163.3243, and a PDD master plan. The PDD master plan shall include items (1) through (20) below. ~~the following information:~~ Single-phase developments shall not be required to file a separate master plan application, but shall include an overall plan of the PDD as part of the site plan application. The overall plan for single-phase developments shall include items (1) through (20) below unless deemed unnecessary by the Director of Community of Development.

(1) Delineation of the geographical area covered by the entire development.

(2) A full legal description of the property with attached copies of any instruments referred to (deeds, plats, covenants or restrictions etc.), and including the total area of the site in acres and square feet.

(3) General schematic representation of the land uses included within the development.

(4) A statement as to how the proposed project conforms to all aspects of the city's adopted Comprehensive Plan, including a detailed statement addressing conformance with the land use category applicable to the development (and any required mix of uses, height, floor area ratio, or other standards as specified in the Comprehensive Plan).

(5) Approximate delineation of internal circulation, with hierarchical classification of streets.

(6) Points of connection of the local streets or internal collector drives to the public roadways, including necessary improvements to the public roadways to accommodate the local trips generated by the proposed development.

(7) Plans showing the location and dimensions of all proposed land uses, including the number of stories per building;; building setbacks from perimeter boundaries and from public right-of-way; a proposed traffic circulation plan showing the location and dimensions or all streets, driveways, walkways, bikeways, parking spaces, and loading areas; and proposed common elements including utilities, open spaces and recreation areas.

(8) General location and size of any community facilities, such as parks, schools, fire stations, community centers, etc., proposed to be included within the development.

(9) A plan showing proposed improvement of common spaces, together with a statement of the provisions, restrictions and conditions anticipated for the use, maintenance, and operation of these common elements.

(10) Tables showing land use and density, including:

a. Proposed uses by acreage;

b. Total dwelling units by type, size and number of bedrooms;

c. Gross residential density, computed as defined in section 16-277.

d. Gross floor area devoted to business or other nonresidential uses; and,

e. Proposed floor area ratio (FAR) for the combined nonresidential development.

(11) A statement as to the percentage of the development site to be covered with buildings, sidewalks, parking areas, roofed structures, and other impervious surfaces; percentage of the site to be covered with water; percentage of the site to be landscaped; and percentage of the site to be left in a natural or undisturbed condition.

(12) A tree survey per section 16-172 and information on existing native vegetation and any other natural features found within the proposed development.

(13) Schematic depiction of surface water management elements, including, but not limited to, retention facilities, drainage easements and swales showing the approximate size of retention areas, methods of pollutants removal, conceptual locations of berms, swales, culverts and sewers, anticipated finished grades, and proposed slopes and grades adjacent to bodies of water.

(14) Schematic depiction of the water and wastewater treatment facilities and/or source of public water and wastewater disposal facilities; general distribution and collection plans within the proposed development, including easements for utilities.

(15) Entrance features and perimeter landscaping design.

(16) A statement, when applicable, as to the sequence of construction by phases, and the approximate completion date for each phase.

(17) A perspective rendering of the project showing roads, water features, landscaping, buildings and any other features deemed pertinent by the director of community development or his/her designee.

(18) A traffic impact analysis or documented evidence that vehicular trips are vested.

(19) Design guidelines, including transit shelters to provide safe and comfortable service and encourage transit usage, and pedestrian and bicycle paths and greenways to accomplish fully-connected routes to all destinations within the development. The paths should be spatially defined by buildings, trees, and lighting and should incorporate designs which discourage high-speed traffic.

(20) Any other information deemed necessary by the director of community development or his/her designee or the city commission.

* * *

Section 4. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 6. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 24TH DAY OF JUNE, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

underscored text are additions
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Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	SCUOTTO	MOTION:	_____
SECOND:	KERCH	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions
~~scored through~~ text are deletions

SUNRISE CITY CODE
NOTICE OF PROPOSED AMENDMENT

The City of Sunrise proposes to adopt by ordinance the following amendment to the Code of the City of Sunrise, Florida, Chapter 16 "Land Development Code:"

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," ARTICLE V "DISTRICT REGULATIONS," BY AMENDING SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO ALLOW FOR A REDUCED MINIMUM TRACT SIZE; BY AMENDING SECTION 16-109 "PLANNED DEVELOPMENT DISTRICT (PDD)" TO ALLOW FOR A REDUCED MINIMUM SITE AREA AND TO REVISE THE SUBMITTAL REQUIREMENTS FOR SINGLE-PHASE DEVELOPMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission, in its capacity as the Local Planning Agency, will be conducting a public hearing on this proposed ordinance on Tuesday, June 24, 2025 commencing at 4:45 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351, in order to make recommendations to the local governing body (City Commission) regarding the proposed amendment. Upon the close of the Local Planning Agency hearing, a public hearing will be held by the Sunrise City Commission on Tuesday, June 24, 2025 commencing at 5:00 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351.

The City Commission and the Local Planning Agency will be meeting in-person. The public may attend and participate in the meetings in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

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The proposed Ordinance may be inspected at the Community Development Department, 10770 West Oakland Park Boulevard, 2nd Floor - Sunrise, Florida 33351, between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday (excluding City holidays), or requested via AskZoning@sunrisefl.gov.

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SUN-SENTINEL

Sold To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Bill To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

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Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Jun 28, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: June 29, 2025.

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7833855

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Access Code: 368262.
6/28/2025 7833855

Order # - 7833855

AGENDA ITEM REQUEST

Originating Department: Grants

Item Title: Grants

Item Number: 12D **Meeting Date:** 7/8/2025

City Reference Number (C#): C25160

Item Description:

A Resolution of the City of Sunrise, Florida, approving and adopting a FY 2025-2029 Consolidated Plan and a First Year Annual Action Plan for FY 2025-2026; approving and adopting a New Citizen Participation Plan; approving the City's Federal Application for Funding under the Community Development Block Grant Program; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25160
Exhibit A. 2025-2029 Consolidated Plan and 2025 Annual Action Plan
Exhibit B. Citizen Participation Plan
Exhibit C. SF424, SF424B, SF424D & Non-State Certifications
Public Notice - Pre-Development Public Hearing
Public Notice - Pre-Adoption Public Hearing

Background:
The City of Sunrise is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. To receive CDBG entitlement funding, the City must adopt a 5-Year Consolidated Plan with an accompanying First Year Annual Action Plan.

The 5-Year Consolidated Plan details to HUD the needs of the community, along with intended goals, projects, and resources implemented to meet community needs. This plan includes anticipated leveraging of federal and non-federal funds for maximum impact on investments. The Annual Action Plan, completed annually and adopted by the City Commission, describes what activities will be performed in each subject year. As part of the planning process, the City has reviewed and revised the current Citizen Participation Plan.

The City of Sunrise anticipates receiving $675,995 in CDBG funding in the 2025 Program Year. In addition, the City of Sunrise anticipates receiving approximately $175,739 in 2025 HOME Investment Partnerships Program (HOME) funds from Broward County, the lead agency of the Broward County HOME Consortium. These funds will be used to address community development and housing needs throughout the City.

Prior to adoption of the FY 2025-2029 Consolidated Plan, the FY 2025 Annual Action Plan, and the revised Citizen Participation Plan, the City Commission must hold a public hearing to receive citizen comments.

Consolidated Plan Summary

The proposed FY 2025-2029 Consolidated Plan consists of:

- Assessment and analysis of housing and community development needs;
- Description of activities that will be undertaken to address priority needs in the next five years;
- Actions improving the safety and livability of neighborhoods, and increase access to public and private facilities and services;
- Actions to maintain the affordable housing stock, increase the availability of permanent housing in standard conditions, and affordable cost to low-income and moderate – income households;
- Homeless needs for low- and moderate-income households and families;
- Actions expanding economic opportunities, up to and including job creation and retention;
- An analysis of the Housing Market; and
- A Strategic Plan addressing these needs over a five-year period.

Action Plan Summary

The Annual Action Plan describes the proposed use of CDBG and HOME funds in the 2025 federal fiscal year, beginning October 1, 2025. All activities listed below are consistent with the priority needs and goals detailed in the 2025-2029 Five-Year Consolidated Plan.

The 2025 Annual Action Plan was developed in compliance with the City's Citizen Participation Plan. Activity funding is conditional upon the final funding allocation received from HUD. This funding will be made available to the City upon HUD approval of the 2025 Annual Action Plan.

CDBG

- Owner-Occupied Residential Rehabilitation including Rehab. Services: $353,966
- Public Services: $86,830
- Public Facilities and Improvements: $100,000
- Program Administration: $135,199

HOME

- Purchase Assistance: $175,739

These activities will principally benefit low- to moderate-income residents of the City of Sunrise.

Citizen Participation Plan Summary

As an entitlement recipient of federal funds, the City is required to adopt a Citizen Participation Plan. This plan outlines procedures to encourage and facilitate community input in the development of the:

- Five-Year Consolidated Plan
- Annual Action Plans
- Substantial Amendments to these plans
- Consolidated Annual Performance and Evaluation Report (CAPER)

The City Commission adopted a revised Citizen Participation plan on May 25, 2021. This version is proposed to be replaced by an updated plan, attached as Exhibit "B".

It is requested that the City Commission approve the federal FY 2025-2029 Consolidated Plan, the FY 2025 Annual Action Plan, and the Citizen Participation Plan. Additionally, it is requested that the City Commission authorize the City Manager to execute all related certifications, documents, and applicable funding agreements related to these programs.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Isabel Blanco Phone: 954-577-1138

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AND ADOPTING A FY 2025-2029 CONSOLIDATED PLAN AND A FIRST YEAR ANNUAL ACTION PLAN FOR FY 2025-2026; APPROVING AND ADOPTING A NEW CITIZEN PARTICIPATION PLAN; APPROVING THE CITY'S FEDERAL APPLICATION FOR FUNDING UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the City Commission adopted the 2024-2025 Annual Action Plan on July 9, 2024 pursuant to Resolution No. 21-58-24-A; and

WHEREAS, the City anticipates receiving $675,995 in Fiscal Year 2025-2026 CDBG funds to address Community Development and housing needs; and

WHEREAS, the City anticipates receiving $175,739 in Fiscal Year 2025 HOME funds to address Community Development and housing needs; and

WHEREAS, the City must adopt a FY 2025-2029 Consolidated Plan for Housing and Community Development programs and a one-year Annual Action Plan detailing the specific activities to be provided by the City to receive funding; and

WHEREAS, the City Commission adopted a revised Citizen Participation Plan on May 25, 2021 pursuant to Resolution No. 21-58 and desires to adopt a new Citizen Participation Plan setting forth the City's policies and procedures for citizen participation in compliance with provisions of 24 CFR § 91.105.

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

Section 1. The above-referenced Whereas clauses are hereby incorporated as the legislative intent of this Resolution.

Section 2. Approval and Adoption of the Plans. The "2025-2029 Consolidated Plan" including an Annual Action Plan for Fiscal Year 2025-2026 is hereby approved and adopted in the form attached hereto and made a part of this Resolution as Exhibit A. The "Citizen Participation Plan for Federal Funds" is hereby approved and adopted in the form attached hereto and made a part of this Resolution as Exhibit B.

Section 3. Execution of Application. The City Manager is hereby authorized to execute the Application for Federal Assistance SF-424 and all required certifications including: the Applicant and Recipient Assurances and Certifications SF- 424-B; the Assurances for Construction Programs SF-424D; the Specific Community Development Block Grant Certifications; the Optional Community Development Block Grant Certification; and the Appendix to Certifications – Lobbying Certification, all of which are attached hereto and made a part of this Resolution as Exhibit C.

Section 4. Funding Approval/Agreement. The City Manager is further authorized to execute all documents related to the City's Application, including the Federal Funding Approval/Agreement upon review and approval by the City Attorney, and all documents related to regulatory compliance and federal cross-cutting requirements. The City Manager shall provide a copy of the executed Funding Approval/Agreement to the City Clerk.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

2025-2029 Consolidated Plan

DRAFT

Sunrise, FL
Finance & Administrative Services Department
10770 West Oakland Park Boulevard
Sunrise, FL 33351

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Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Community Development Block Grant (CDBG) program, established in 1974, is designed to help communities remain viable by providing decent housing, a suitable living environment, and expanded economic opportunities principally for low- to moderate-income (LMI) persons.

The City of Sunrise is a municipality within Broward County located in southeast Florida. Sunrise is comprised of 18.12 square miles, 16.2 miles of land and 0.22 square miles of water area. As of the 2023 Census data, the Sunrise population is 96,633 and has been growing at a rate of (3.4%) since 2020. The median household income for the study area was $72,107, compared to the state of Florida with a median of $71,711. (2019-2023 Census' American Community Survey (ACS) 5-Year Estimate)

Sunrise has a minority-majority population: 23% of residents (21,899) are white-non-Hispanic; 33% of residents (31,861) are black, non- Hispanic, including African-Americans and persons of Caribbean descent; 36% of residents (34,670) are Hispanic or Latino. The City of Sunrise has been an entitlement City for the U.S. Department of Housing and Urban Development's (HUD) CDBG program since 1988.

As a HUD entitlement community, the City is required to submit a 5-Year 2025-2029 Consolidated Plan which includes a citizen participation process, a community needs assessment, a housing market analysis and a Strategic Plan. The Strategic Plan explains how the priority needs of the community translate to goals and objectives over the 5-year plan period. The Strategic Plan includes broad strategies to advance goals related to creating affordable housing, improving public facilities and infrastructure and public services that will improve the quality of life of the City's residents.

Included in this plan is the City's first year Annual Action Plan, which describes the activities which will be undertaken during the 2025 federal fiscal year (October 1, 2025 - September 30, 2026) using funds granted to the City of Sunrise by HUD to address priority needs identified in the City's Strategic Plan.

The City's HOME funding is received through its participation in the Broward County HOME Consortium. In addition to the HUD federally funded CDBG program above, and the City of Sunrise is a grantee of the State Housing Initiatives Partnership Program (SHIP). Consistent with state and federal regulations, the activities and accomplishments described in this report primarily benefit low- and moderate-income residents of the City of Sunrise, neighborhoods with high concentrations of low- and moderate-income households, and the City as a whole. The low- income reference throughout the report includes all low-income categories in compliance with HUD regulations.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Sunrise has developed its Strategic Plan based on an analysis of the data presented in this plan and community participation and consultation process. Through these efforts, the City has identified four priority needs with associated goals to address those needs. The priority needs with associated goals include:

Priority Need: Affordable Housing Preservation & Development

Goal: 1A. Owner Occupied Housing Rehabilitation

- The City will work towards preserving and developing affordable housing through residential rehabilitation for LMI households. The City will focus its attention on these needs through the following strategies: providing rehabilitation assistance to qualified owners; stabilizing housing units that are vacant or in some stage of foreclosure through acquisition, rehabilitation and resale; increasing homeownership opportunities through the resale of rehabilitated units; acquisition of land for affordable housing development; and contribution of city-owned land for affordable housing development. In addition, the City may elect to offer a Homebuyer Assistance Program.

Goal: 1B. Acquisition for Affordable Housing Development

- The City will provide for acquisition of property and vacant land to be rehabilitated for the purpose of affordable housing development for LMI households.

Priority Need: Improvements to Public Infrastructure/Facilities

Goal: 2A. Public Infrastructure Improvements

- The City will work towards quality of life improvements through the development or redevelopment of public infrastructure in LMI areas. Improvements to infrastructure may include, but are not limited, to streets and roads, sidewalks, public art, ADA modifications and water systems.

Goal: 2B. Public Parks and Facilities Improvements

- The City will work towards quality of life improvements through the development or redevelopment of public facilities that target LMI areas. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks.

Priority Need: Public Services

Goal: 3A. Public Services

- This goal will provide for supportive services for LMI citizens and special needs groups and may include services to address homelessness, persons with physical and mental health, seniors, and youth. Specific activities include the Senior Transportation program, aftercare programs for LMI, and emergency subsidy payments etc.

Priority Need: Economic Development

Goal: 4A. Small Business Assistance Programs

- Provide for economic development opportunities that will help assist small businesses. The economic development initiatives will include assistance for local businesses such as minority and women owned business enterprises as well as micro-enterprise assistance.

Priority Need: Emergency Preparedness

Goal: 5A. Hurricane

- Due to the impact of major storms and hurricanes, that may result in extensive damages to property and life within Sunrise the City has made disaster readiness and response programs a high priority.

3. Evaluation of past performance

The City of Sunrise, with other public, private and non-profit community housing providers and non-housing service agencies have made significant contributions to provide safe, decent and affordable housing, a suitable living environment especially for low- to moderate-income and special needs groups in the community. However, affordable housing and vital services to special needs groups remain some of the most prolific needs facing the City, as documented by the current Consolidated Plan, the City's previous Consolidated Plan, and the Consolidated Annual Performance and Evaluation Reports (CAPER).

The City continues to be successful in addressing the priority needs of the community using federal, state and local resources. The accomplishments from the FY 2020-2024 Consolidated Planning cycle are summarized below. This reflects the City's accomplishments throughout the most recent 5-year planning cycle. The accomplishments outlined below reflect funding priorities over the 2020-2025 Consolidated Plan period. Funding is typically directed toward areas with the greatest need throughout the City; therefore, not all priority goals may receive funding within a single Consolidated Plan cycle.

Priority 1 - Affordable Housing Preservation & Development

Indicator	2020	2021	2022	2023	2024	TOTAL
Goal: 1A. Owner Occupied Housing Rehabilitation						
CDBG Homeowner Housing Rehabilitated	1	0	7	24	8	**40**
SHIP funded Homeowner Housing Rehabilitated	0	0	5	1	1	**7**
HOME funded Purchase Assistance	0	6	7	6	1	**20**
Goal: 1B. Code Enforcement	230	222	0	0	0	**452**
Brought into Compliance	59	126	0	0	0	**185**
Goal: 1C. Acquisition for Affordable Housing Development	0	0	0	0	0	**0**

*Layering of up to 3 Housing Assistance Programs was active until October 1, 2022. As such, to avoid duplicative reporting, households that received more than one strategy of assistance to make the residence whole are counted under only one program.

**FY 2024 is currently underway. As such, year-to-date accomplishments have been reported.

Priority 2 - Improvements to Public Infrastructure/Facilities

Indicator	2020	2021	2022	2023	2024	TOTAL
Goal: 2A. Public Infrastructure Improvements	0	0	0	0	0	**0**
Goal: 2B. Public Parks and Facilities Improvements	0	0	0	4,925	0	**4,925**

Priority 3 - Public Services

Indicator	2020	2021	2022	2023	2024	TOTAL
Goal: 3A. Public Services	932	1,025	1,187	1,314	875	**5,333**

Priority 4 - Economic Development

Indicator	2020	2021	2022	2023	2024	TOTAL
Goal: 4A. Small Business Assistance Programs	0	0	0	0	0	**0**

Priority 5 - Emergency Preparedness

Indicator	2020	2021	2022	2023	2024	TOTAL
Goal: 5A. Hurricane	0	0	0	0	0	**0**

Additional COVID-19 Grant Funding Accomplishments

CRF

During FY 2020, staff was redirected towards COVID relief efforts. The City assisted a total of 147 households with its CRF funded COVID-19 Emergency Residential Assistance program.

SHIP

During FY 2020, staff was redirected towards COVID relief efforts. The City assisted a total of 26 households with its SHIP funded COVID-19 Emergency Residential Assistance program.

CDBG-CV

During FY 2021, staff was redirected towards COVID relief efforts. The City assisted a total of 48 received assistance towards rent or mortgage, HOA fees, and/or utility assistance households through the CDBG-CV funded COVID-19 Emergency Residential Assistance program.

4. Summary of citizen participation process and consultation process

The City of Sunrise encourages citizen participation and actively encourages citizens, particularly low- and moderate-income households and those with special needs, to participate in the planning and development of the Consolidated Plan and the Annual Action Plan (AAP). Consistent with federal regulations, the City of Sunrise works to ensure community stakeholders and citizens have adequate opportunities to participate in this planning process.

The City of Sunrise adopted a Citizen Participation Plan (CPP) on May 25, 2021 as part of the FY 2020-2024 Consolidated Plan. The purpose of the Citizen Participation Plan is to provide opportunities for citizen involvement in the process of developing and implementing the

Community Development Block Grant (CDBG) Program. This plan has been developed in compliance with 24 CFR 91.105, and outlines when, where, and how citizens can access information, review and comment on major community plans and comment on progress of funded activities under the CDBG program.

The Citizen Participation plan is available on the City's website at https://www.sunrisefl.gov/departments-services/finance-administrative-services/grants/plans-and-reports.

As part of the City's planning efforts, the Citizen Participation Plan has been reviewed, revised, and incorporated as part of the FY 2025-2029 Consolidated Plan.

Please refer to PR-15 Citizen Participation for more detailed information on the City's citizen participation efforts.

5. Summary of public comments

All comments will be considered. Comments and responses will be included as an attachment in the Citizen Participation Documents in the AD-25. Please refer to PR-15 Citizen Participation for more detailed information on the City's citizen participation efforts.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were considered. There were no comments or views rejected and there were no agencies or organizations intentionally not consulted.

7. Summary

Through the following data sources, the City was able to make a complete assessment of the needs of the community:

- 2019-2023 American Community Survey (ACS) 5-Year Estimates
- 2018-2022 American Community Survey (ACS) 5-Year Estimates
- Bureau of Labor Statistics
- 2022 Longitudinal Employer-Household Dynamics (LEHD) data

Data analysis is supplemented by GIS maps to provide geographical visualization of the data.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Sunrise	Finance & Administrative Services Department – Grants Division

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Stephanie Hahn, Grants Administrator
Finance & Administrative Services Department – Grants Division
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Office: 954-578-4767
shahn@sunrisefl.gov

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Below is a summary of the consultation efforts undertaken as a part of the City's 2025-2029 Consolidated Strategic Planning process. City consultation efforts included input from the Florida Housing Finance Corporation, Broward County, various local non-profit direct service providers, neighboring municipalities and private citizens.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Institutional coordination of the Consolidated Plan establishes a unified vision for use of community development funds and related resources. The City uses a collaborative process to shape various programs into effective, coordinated strategies. This process also facilitates the opportunity for planning and citizen participation to take place in a comprehensive context, attempting to reduce duplication of effort at the local level.

The City will execute this Consolidated Plan and first-year Annual Action Plan in harmony with public, private and nonprofit agencies. Nonprofit agencies may include, but are not limited to, service providers and community housing development organizations. Private sector partners may include, but are not limited to, local financial institutions and developers. The City works closely with its partners to design programs that address identified needs.

Table 2, located in the subsequent section, outlines the types of agencies and organizations consulted throughout the program year and during the development of the City of Sunrise Consolidated Plan and Annual Action Plan. Organizations consulted included the Broward County Housing Authority, Broward County HOME Consortium, Broward County Housing Initiatives Partnership, and other local agencies and organizations.

In preparation of Table 2, the City conducted phone calls and researched the internet for the agencies. As stated above, the City often relies on the Broward County Housing Finance and Community Development Division to assist in fostering these relationships with public and assisted housing providers and other public service organizations. As part of the City's outreach efforts, a survey was distributed to the Affordable Housing Advisory Board which represents stakeholders in various industries including financial institutions, developers, local businesses and non-profit agencies.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Sunrise does not receive or administer an Emergency Shelter Grant (ESG). Consultation with the Broward County Housing Initiative Partnership (HIP), the local Continuum of Care (CoC) lead agency, included stakeholder meetings with the Broward County HOME Consortium at which HIP was in attendance. The HIP is responsible for the operation and administration of the Broward County's Homeless Management Information System (HMIS).

HIP is also responsible for the annual Point-In-Time (PIT) count. The PIT count is a survey taken throughout the County, typically during the last week of January and provides a snapshot of the homeless population "on any given night" in the area. This data will help HIP and the CoC members determine the needs of the homeless population and what services gaps remain.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Sunrise does not receive or administer an Emergency Shelter Grant (ESG). Consultation with the Broward County Housing Initiative Partnership (HIP), Continuum of Care lead agency included stakeholder meetings with the Broward County HOME Consortium at which HIP was in attendance. The HIP is responsible for the operation and administration of the Broward County's Homeless Management Information System (HMIS).

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SUNRISE
	Agency/Group/Organization Type	Other government – local Services - Housing Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City's Finance & Administrative Services Department-Grants Division is the lead agency of the Consolidated Plan. In addition, city leadership, Social Worker, and Community Development Department were consulted in the development of this plan. Finally, the Affordable Housing Advisory Board was consulted on the Consolidated Plan. Survey respondents included an elected official.
2	**Agency/Group/Organization**	BROWARD COUNTY
	Agency/Group/Organization Type	Other government – county Services - Housing Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Broward County is the lead for the Broward County HOME Consortium. The City is a member of the Consortium. Additionally consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
3	**Agency/Group/Organization**	BROWARD COUNTY HOMELESS INITIATIVE PARTNERSHIP
	Agency/Group/Organization Type	Services-homeless Services-Health Continuum of Care

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Initiative Partnership is the local Continuum of Care in the region. The City consults the CoC for information and initiatives of the CoC. Additionally consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
4	**Agency/Group/Organization**	BROWARD COUNTY HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Broward County Housing Authority is the local PHA in the region. The City consults the PHA for information and initiatives of public housing in the area. The PHA was also consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
5	**Agency/Group/Organization**	Hispanic Unity of Florida
	Agency/Group/Organization Type	Services - Housing Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Housing Community Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey
6	**Agency/Group/Organization**	Broward Behavioral Health Coalition
	Agency/Group/Organization Type	Services-Health Services-Substance Abuse Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
7	**Agency/Group/Organization**	Broward Partnership for the Homeless Inc.
	Agency/Group/Organization Type	Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.

8	**Agency/Group/Organization**	Banyan Health
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
9	**Agency/Group/Organization**	Women in Distress of Broward County, Inc.
	Agency/Group/Organization Type	Services-Children Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
10	**Agency/Group/Organization**	Dr. Stanley and Pearl Goodman JFS of Broward County Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.

11	**Agency/Group/Organization**	Habitat for Humanity of Broward County, Inc
	Agency/Group/Organization Type	Housing Developer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
12	**Agency/Group/Organization**	BROADBANDNOW
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Quality of Life Improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	BroadbandNow collects and maintains internet coverage for all US internet providers.BroadbandNow is also focused on bringing awareness to the digital divide and bringing awareness to the issue. The BroadbandNow website was reviewed for current high-speed internet providers in Sunrise.
13	**Agency/Group/Organization**	Archways, Inc
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
14	**Agency/Group/Organization**	Salvation Army Broward

	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
15	**Agency/Group/Organization**	Kids in Distress, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
16	**Agency/Group/Organization**	HENDERSON BEHAVIORAL HEALTH INC
	Agency/Group/Organization Type	Services - Housing Services-Health Services - Substance Abuse Services

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
17	**Agency/Group/Organization**	Human Services Network, Inc DBA Meals on Wheels South Florida
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
18	**Agency/Group/Organization**	Northwest Focal Point Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
19	**Agency/Group/Organization**	ULBC - URBAN LEAGUE OF BROWARD COUNTY

	Agency/Group/Organization Type	Services - Housing Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
20	**Agency/Group/Organization**	Center for Independent Living of Broward County
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
21	**Agency/Group/Organization**	Broward House, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Health Services - Substance Abuse Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.

22	**Agency/Group/Organization**	Family Success Administration/Broward County Human Services Department
	Agency/Group/Organization Type	Services - Housing Services-homeless Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
23	**Agency/Group/Organization**	CareerSource Broward
	Agency/Group/Organization Type	Services - Public Services
	What section of the Plan was addressed by Consultation?	Economic Development Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
24	**Agency/Group/Organization**	LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT, INC
	Agency/Group/Organization Type	Services - Housing Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
25	**Agency/Group/Organization**	HOUSE OF HOPE, INC

	Agency/Group/Organization Type	Services-Health Services - Substance Abuse Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
26	**Agency/Group/Organization**	HOPE OUTREACH CENTER, INC.
	Agency/Group/Organization Type	Services - Housing Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
27	**Agency/Group/Organization**	Children's Services Council of Broward
	Agency/Group/Organization Type	Other government - Local Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
28	**Agency/Group/Organization**	LIGHTHOUSE OF BROWARD COUNTY, INC.

	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
29	**Agency/Group/Organization**	Goodwill Industries of South Florida
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
30	**Agency/Group/Organization**	Areawide Council on Aging DBA Area Agency on Aging of Broward County
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
31	**Agency/Group/Organization**	FORT LAUDERDALE

	Agency/Group/Organization Type	Services - Housing Other government - Local Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
32	**Agency/Group/Organization**	TAMARAC
	Agency/Group/Organization Type	Services - Housing Other government - Local Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.
33	**Agency/Group/Organization**	PEMBROKE PINES
	Agency/Group/Organization Type	Services - Housing Other government - Local Services - Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted regarding community needs and funding priorities through the Housing and Community Development Stakeholder Survey.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agency types intentionally not consulted. All comments were welcome.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Broward County Homeless Initiative Partnership (HIP)	The goals of the CoC are to end homelessness in the region. They City will work with the CoC in initiatives that support the homeless in the City.
City of Sunrise Comprehensive Plan	City of Sunrise	The Comprehensive Plan contains elements that address transportation, housing, infrastructure, intergovernmental coordination, capital improvements and facilities that were considered in the development of the plan.
East Sunrise Improvements Master Plan	City of Sunrise	The Master Plan provides the long- range vision for the neighborhood. The plan outlines the investment and redevelopment of non-residential areas, that will help to revitalize existing neighborhoods, and guide land use in order to promote public health and safety in the area.
Lead Based Paint Program	Broward County Health Department	The program outlines testing and evaluation for the presence of lead-based paint in all structures built prior to 1978 and requires inspection of units undergoing rehabilitation through City housing programs.
10-Year Plan to End Homelessness	Broward County Homeless Initiative Partnership	The 10-Year Plan to End Homelessness is the regional collaborative plan involving area agencies, organizations and governments in the effort to address the issue of homelessness and deliver housing and services that would meet the specific needs of individuals and families to end homelessness.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City works with Broward County committees to support the goals of the provision of affordable, safe and sanitary housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income persons within the City. This includes the Broward County Homeless Initiative Partnership for homeless prevention initiatives and services. In coordination with the County is the Broward HOME Consortium which allocates federal HUD HOME funds to all the members of the County Consortium for affordable housing programs.

Narrative (optional)

N/A

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The purpose of the citizen participation process is to actively encourage citizens, particularly low- and moderate-income households and those with special needs, to participate in the planning and development of the Consolidated Plan and the Annual Action Plan (AAP). The City's efforts to encourage participation in the development of the Consolidated Plan and first-year Annual Action Plan include a Pre-Development Public Hearing, Pre-Adoption Public Hearing and a 30-Day Public Comment Review Period. Additionally, the City utilized two online surveys to gather input and guide the planning process.

The Housing and Community Development Survey was distributed to industry professionals working in housing and community development, lending, social services, fair housing and advocacy.

The Community Survey, designed to gather feedback from Sunrise residents and community stakeholders, was prominently posted on the City's website throughout the development of the 2025-2029 Consolidated Plan and the first-year Annual Action Plan. It was also distributed to members of the Affordable Housing Advisory Board (AHAB).

Community input helped City staff understand the most pressing needs in the community to ensure that federal investments reflect community priorities. This feedback directly informed the allocation and use of Community Development Block Grant (CDBG) funds in the 2025-2029 Consolidated Plan.

A summary of citizen outreach efforts is described in the table below.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Community Survey	Non-targeted/broad community	The City of Sunrise held an online survey to gather feedback from Sunrise residents and community stakeholders. Community input helped City staff understand of the most pressing needs in the community and ensure that federal investments reflect community priorities. This survey was posted in a prominent position on the City's website. A total of 15 responses were received from residents, business owners, real estate professionals, elected officials, and resident associations.	All comments were accepted. Complete survey results will be attached in the AD-25.	All comments have been considered.	
2	Community Survey - Housing and Community Development Stakeholder Survey	Minorities Non-English Speaking – Specify Other Language – Spanish Persons with Disabilities	The City of Sunrise conducted an online survey to gather feedback from professionals working in housing and community development, lending, social services, fair housing and advocacy. Participation was vital to the development of a meaningful and informed Consolidated Plan. A total of 34 responses were received from a wide range of fields including senior centers, adult day care facilities, non-profit service providers, workforce	The community needs and funding priorities were ranked by stakeholder organizations. Community needs were ranked in this order: 1. Safe, decent, affordable housing 2. Housing for special needs populations 3. Helping the homeless and	All comments have been considered.	

		Residents of Public and Assisted Housing Community Stakeholders and Industry Professionals	development professionals, homeless service providers, health and wellness organizations, local municipalities, food pantries, educators, cultural associations, affordable housing providers, etc.	homelessness prevention 4. Community development (after school programs, prevention, community and rec centers, parks, etc.) 5. Economic development Priorities for funding were ranked in this order: 1. Creation of affordable housing and/or homebuyer assistance 2. Economic development 3. Public services (employment training, homeless, elderly, crime, etc.) 4. Owner/renter housing rehabilitation 5. Public facilities and infrastructure improvements		

OMB Control No: 2506-0117 (exp. 09/30/2021)

				Complete survey results and stakeholder comments and observations have been attached in the AD-25.		
3	Public Hearing	Non-targeted/broad community	A pre-development public hearing was held at the Senior Center on June 4, 2025 to receive feedback for the development of the Consolidated Plan and first-year Annual Action Plan. This public hearing was advertised in the Sun Sentinel for 15 days prior to the public hearing. Three staff were present to provide information, field questions and take feedback. In addition, a laptop was brought to the public hearing to allow members of the public to participate in the online survey, if desired. Attendance: No members of the public were present during the public hearing.	No comments received.	N/A - No comments received	
4	Community Survey	Non-targeted/broad community	Consistent with the Citizen Participation Plan, the City of Sunrise held a 30-day public comment period from June 9, 2025 to July 8, 2025 for residents and constituents to review and offer feedback on the 2025-2029 Consolidated Plan and first-year Annual Action Plan. The Plan could be viewed at the Finance & Administrative Services Department - Grants Division located at	Underway	All comments received on or before July 8, 2025 will be reviewed, considered, and included in final report submission.	https://www.sunrisefl.gov/departments-services/finance-administrative-services/grants/plans-and-reports

			10770 W. Oakland Park Boulevard, Sunrise, FL 33351 as well as the Sunrise Dan Pearl Branch Library located at 10500 W. Oakland Park Boulevard, Sunrise, FL 33351. In addition, the 2025-2029 Consolidated Plan and first-year and could also be downloaded and viewed from the City website. Written comments could be sent to the contact listed in the PR-05.			
5	Public Hearing	Non-targeted/broad community	A pre-adoption public hearing will be held at City Commission on July 8, 2025 to discuss and review the Consolidated Plan and first year Annual Action Plan.	N/A - Pending	All comments received during the pre-adoption public hearing on July 8, 2025 will be reviewed, considered, and included in final report submission.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

During the Consolidated Planning process the City of Sunrise identified several needs to be addressed using grant funding. These needs were identified through numerous methods including consultation with key stakeholders, public hearings, quantitative research, and institutional knowledge of previous successful programs. Needs identified fall into three categories: public facilities, public improvements, and public services. Activity details for each of these categories are provided in NA-50 Non-Housing Community Development Needs.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

2B. Public Parks and Facilities Improvements

There is a need for improvements to public facilities that target LMI areas. Improvements to public facilities may include neighborhood and community centers, recreational facilities and public parks.

How were these needs determined?

These needs were identified through consultations with various stakeholders and organizations, as well as through community surveys, statistical analysis, and a review of the City's past successes and areas for improvement. In addition, the City facilitated a pre-development public hearing as well as a public hearing prior to the adoption of the FY 2025-2029 Consolidated Plan and revised Citizen Participation Plan.

Aside from the planning efforts detailed above, the City's East-Side Improvements Master Plan was consulted to establish the needs of residents and businesses in low- to moderate-income areas. The East-Side Improvements Master Plan (Master Plan) was accepted in March of 2019, following extensive citizen participation. The Master Plan is a comprehensive and in-depth plan that provides a framework to stimulate investment and redevelopment of non-residential areas and to revitalize existing neighborhoods. City staff and officials worked collaboratively in the development of the Master Plan, regularly engaging residents and business owners throughout the process to capture the community's vision. The Master Plan's development process established a shared vision for the future of the City's original neighborhood, east Sunrise.

Describe the jurisdiction's need for Public Improvements:

2A. Public Infrastructure Improvements

There is a need for improvements to public infrastructure that target LMI areas. Improvements to infrastructure may include, but are not limited to streets and roads, sidewalks, ADA improvements and water systems.

How were these needs determined?

These needs were determined through consultation of various stakeholders and organizations through surveys, statistical analysis, and reviews of previous successes and areas of improvement in the City. The insights and data cited in the East-Side Improvements Master Plan were also incorporated when determining community needs.

Describe the jurisdiction's need for Public Services:

3A. Public Services

There is a need for public services by LMI and special needs populations such as services for persons with a disability, services for seniors, and youth services etc. Senior Transportation in

particular has been identified as a vital public service need. City funds are needed for transportation for seniors to health care facilities and to other critical appointments. This ensures access for the mobility-impaired by addressing physical access barriers to public facilities, and support efforts to ensure that adequate access is provided for public transportation that serve a majority low-income population and those with special needs. Senior Transportation is a City priority as it will help to invest in community infrastructure and continue to enhance the transportation network and systems. The City's disabled and LMI population is in need of additional public services including, but not limited to youth services, emergency subsistence payments, etc.

How were these needs determined?

These needs were determined through consultation of various stakeholders and organizations through surveys, statistical analysis, and reviews of previous successes and areas of improvement in the City.

According to the 2023-2025 American Community Survey, approximately 19% of the City's population is 65 years of age and over 12% of residents have a disability. These two populations are considered presumed low- and moderate-income (LMI) clientele under HUD guidelines. Notably, 72% of residents aged 65 and over report having at least one disability, highlighting the overlap between aging and disability in the community. The likelihood of reduced mobility increases with advanced age. Similarly, disabled residents often face significant challenges related to mobility and accessibility. The City is committed to promoting equitable access and improved quality of life for seniors, persons with disabilities, and other vulnerable populations.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This Market Analysis includes an analysis of the workforce and economic factors in Sunrise. This section also looks at the concentrations of housing problems and where minority populations might be affected.

The City of Sunrise Comprehensive Plan's Housing Element sections notes the following objectives that pertain to its community development goal, to provide decent, safe, and sanitary housing in suitable locations at affordable costs to meet existing and future housing needs of City residents, by expanding and increasing meaningful partnerships with public, private, and not-for- profit housing providers.

The objectives include:

- **Retention and Preservation of Existing Affordable Housing Stock:** Ensure the preservation and long-term sustainability of the City's existing affordable housing stock, by addressing substandard housing conditions, and demolishing unsafe structures as defined by the Florida Building Code. This includes efforts to rehabilitate aging units, prevent deterioration, and promote safe, decent, and sanitary housing for low- and moderate-income households.
- **Addition of New Affordable and Workforce Housing Units:** Encourage and assist the provision of additional housing units by the private sector to maintain a housing supply of various types, sizes, and costs including housing affordable to very low, low and moderate-income households consistent with current economic needs of potential owners and renters.
- **Special Needs Populations:** Continue to foster adequate housing for its large elderly population by encouraging developers to provide additional Section 202 housing and by seeking additional special elderly neighborhood services and facilities; and permit the development of group housing for foster homes, rehabilitation, and extended care in all required residential districts of the City when licensed by the State of Florida.
- **Diversity of Housing Stock:** Encourage development of a diverse housing stock, including market rate and affordable units for owner-occupation and rental to meet the needs of all residents, including those with very low, low and moderate incomes.

- **Federal and State Funding:** Continue to participate in the Federal and State funded housing programs that fund housing assistance to income eligible households.
- **Historic Housing:** Provide for the identification, protection, and improvement of historically significant housing.
- **Implementation Mechanisms:** Provide for the continued implementation of the City's adopted housing policies and programs by the Grants Division.

Non-housing community development resources and strategies are also discussed. The analysis in this section is supplemented by GIS maps to provide geographical visualization of the data.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

There are many factors that are not directly related to housing that have an impact on the supply and demand for housing. The availability of jobs in the City, the education levels of the labor force, and commuting data all have an indirect impact on housing. In this section, these factors will be identified and discussed to identify any components that may have a significant impact on how grant funds will be used by the City.

Economic Development Market Analysis

Sunrise is home to a diverse range of corporate parks tailored to meet the needs of today's businesses, including access to advanced telecommunications infrastructure. The City features Broward County's first all-digital fiber optic switching facility and a City-owned satellite farm. Some of Florida's largest corporate parks are located in Sunrise, including Sawgrass International Corporate Park, Sawgrass Technology Park, Sunrise Commerce Park, and Broward Lakes Business Park. The City also hosts several major private-sector employers, each with more than 200 employees, such as AT&T, Comcast, Cigna Healthcare, and American Express.

Sunrise is also known for the Sawgrass Business and Entertainment District, which includes the Sawgrass Mills Mall, the second largest tourist attraction in Florida, and the BB&T Center Arena which is home to the Florida Panthers Professional Hockey Team.

Due to the unique economic development characterizes reflected above, there are a greater number of jobs available in comparison to the City's population. The City of Sunrise has a workforce of 49,893 people, with a growth rate of 0.866% from 2022 to 2023. There are nearly 89,000 jobs but a slightly less than 50,000 workers. Even if every person in the labor force in the City is employed, there is still a need for almost 39,000 workers in the City.

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	103	30	0%	0%	0
Arts, Entertainment, Accommodations	4,715	5,386	9%	6%	-3
Construction	2,500	2,678	5%	3%	-2
Education and Health Care Services	11,095	35,992	22%	41%	19
Finance, Insurance, and Real Estate	4,038	7,937	8%	9%	1
Information	895	1,144	2%	1%	-1
Manufacturing	3,183	2,218	6%	2%	-4
Other Services	2,420	884	5%	1%	-4
Professional, Scientific, Management Services	6,828	15,442	14%	17%	3
Public Administration	2,011	1,960	4%	2%	-2
Retail Trade	7,143	10,994	14%	12%	-2
Transportation and Warehousing	3,295	872	7%	1%	-6
Wholesale Trade	1,667	3,187	3%	4%	1
Total	49,893	88,724	-	-	--

Table 5 - Business Activity

Alternate Data Source Name: 2018-2022 ACS 5-Year (Workers), 2022 LEHD (Jobs)

Data Source Comments: The most recent year available for LEHD data was 2022. The 2018-2022 ACS was used for time period consistency (Table DP03).

Share of Workers

The Business Activity table above compares the number of workers living in the City of Sunrise to the number of jobs available in the City. The most recent data set for the number of jobs comes from the 2022 Longitudinal Employer-Household Dynamics (LEHD), while the 2018-2022 ACS was used for comparison.

The data reveals a significant gap between available jobs and resident workers, with over 38,000 more jobs than workers in Sunrise. The most pronounced gap is found in the Education and Health Care Services sector. There are nearly 36,000 jobs but less than 12,000 workers, illustrating the need for a large influx of workers required to meet this demand. This is seconded by the Professional, Scientific, and Management Services sector, which has over 15,000 available jobs and fewer than 7,000 workers. The disparity between the number of workers and jobs is largely attributable to the volume of workers traveling to Sunrise for work. This is discussed in greater detail in the inflow/outflow of jobs section.

This influx of non-resident workers could indicate the need to expand affordable housing options. Increasing housing availability within Sunrise may assist employers in retaining

local talent, reduce the dependency on community and alleviate transportation demands. The City has several residential and mixed used projects underway. In addition, two additional healthcare facilities, a 100-bed hospital with Baptist Health and an adult and pediatric emergency room with Broward Health are in development.

Labor Force

Total Population in the Civilian Labor Force	53,523
Civilian Employed Population 16 years and over	50,325
Unemployment Rate	3.50
Unemployment Rate for Ages 16-24	12.95
Unemployment Rate for Ages 25-65	5.10

Table 6 - Labor Force

Alternate Data Source Name: 2019 - 2023 ACS 5-Year Estimates

Data Source Comments: Data for the unemployment rate is from the Bureau of Labor Statistics (BLS), May 2025, Not seasonally adjusted. All other data including unemployment rates for age groups are from the ACS.

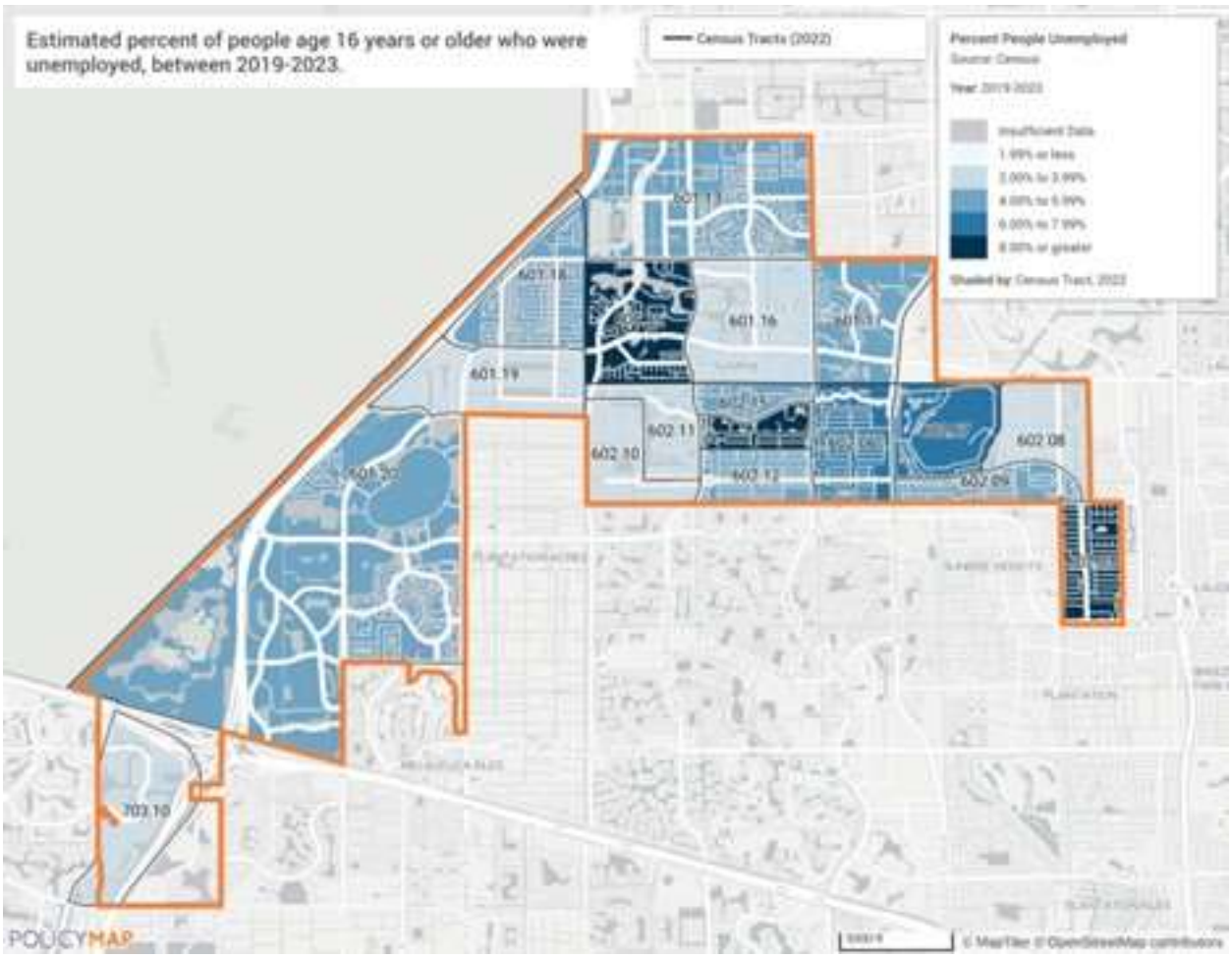
Unemployment Rate

A major factor in a household's ability to afford housing is the availability of jobs within the jurisdiction. Examining the unemployment rate is a way to see the trends of employment in the City. There are two primary sources used to analyze the unemployment rate in the City for this report. They each have pros and cons, but when considered together they can provide a clearer view of unemployment in Sunrise.

The first source is the US Census Bureau's American Community Survey (ACS) 5-Year Estimates. In the ACS, unemployment data is only taken annually, and the most recent data is from 2019. It is also an average of the five years included, which does not necessarily provide an accurate view of recent employment trends. However, the ACS data is available at a census tract level and can help identify any areas that have disproportionately high unemployment.

The second source is the Bureau of Labor Statistics. This measurement of unemployment is updated monthly and provides insight into any trends at the City-level. It is not available at the census tract level and therefore provides a look at employment as it relates to time, while the ACS looks at employment as it relates to space.

There is a wide variance in employment rates between census tracts in the City, as demonstrated in the map below. According to ACS data, several low- to moderate-income census tracts also experience the highest levels of unemployment, targeting the economic and workforce development needs of these neighborhoods.



Estimated Unemployment Percentage by Census Tract

Unemployment Rate Over Time

The unemployment rate in the City has dropped significantly over-time. In 2015, according to the Bureau of Labor Statistics the unemployment rate was 5.2%. This rate increased to 9.3% in 2020 due to the COVID-19 pandemic. By 2024, the rate fell to 3.2%.

2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
5.2	4.6	4.0	3.4	3.1	9.3	5.0	2.9	2.9	3.2

Unemployment Rate Over Time

Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24
2.7	2.7	2.6	2.4	2.7	3.0	3.0	3.2	3.1	3.1	3.0	2.8	3.1	3.0	2.9
Apr 24	**May 24**	**Jun 24**	**Jul 24**	**Aug 24**	**Sep 24**	**Oct 24**	**Nov 24**	**Dec 24**	**Jan 25**	**Feb 25**	**Mar 25**	**Apr 25**	N/A	N/A
2.8	2.9	3.4	3.6	3.6	3.3	3.2	3.2	2.9	3.4	3.5	3.3	3.2	N/A	N/A

Unemployment Rate from January 2023 to April 2025

Occupations by Sector	Number of People
Management, business and financial	9,049
Farming, fisheries and forestry occupations	0
Service	10,266
Sales and office	13,947
Construction, extraction, maintenance and repair	2,919
Production, transportation and material moving	6,374

Table 7 – Occupations by Sector

Alternate Data Source Name: 2019 - 2023 ACS 5-Year Estimates
Data Source
Comments:

Occupations by Sector

In the above table the occupations by sector is analyzed. Instead of showing which sectors are most common in the City, as the table at the beginning of this section did, this shows what type of jobs are available in each sector. For example, this table would include a manager of a fast food restaurant and the manager of a logging company in the same category (Management, Business, and Financial) while in the earlier table they would be in separate categories.

Within the City, the most prominent sector is the Sales and office sector, which makes up 33% of the jobs. The second most prominent sector is the Service sector, making up 24% of jobs. Together these two sectors make up almost 57% of all jobs in the City. The remaining sectors, combined, management, business and financial, farming, fisheries and forestry occupations, production, transportation and material moving, construction, extraction, maintenance, and repair, include 18,342 workers and make up the remaining 43% of the jobs in the City of Sunrise.

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	24,216	55%
30-59 Minutes	16,080	37%
60 or More Minutes	3,365	8%
Total	***43,661***	***100%***

Table 8 - Travel Time

Alternate Data Source Name: 2019 - 2023 ACS 5-Year Estimates
Data Source
Comments:

Commute Travel Time

All else being equal, residents generally prefer to live in the same city where they work. Research consistently links long commute times with a range of negative outcomes, including lower life satisfaction, elevated stress levels, increased risk of obesity, anxiety, depression, and greater exposure to environmental pollutants. In contrast, shorter commutes are associated with improved quality of life and provide individuals with more time for physical activity and personal well-being.

Long commute times are not a widespread concern in the City. Most residents report commuting less than 30 minutes, and only a small proportion—fewer than 8%—travel an hour or more to work. This reflects improvement since the FY 2020 – 2024 Consolidated Plan, indicating positive progress in reducing commute times.

Inflow/Outflow of Jobs in 2022

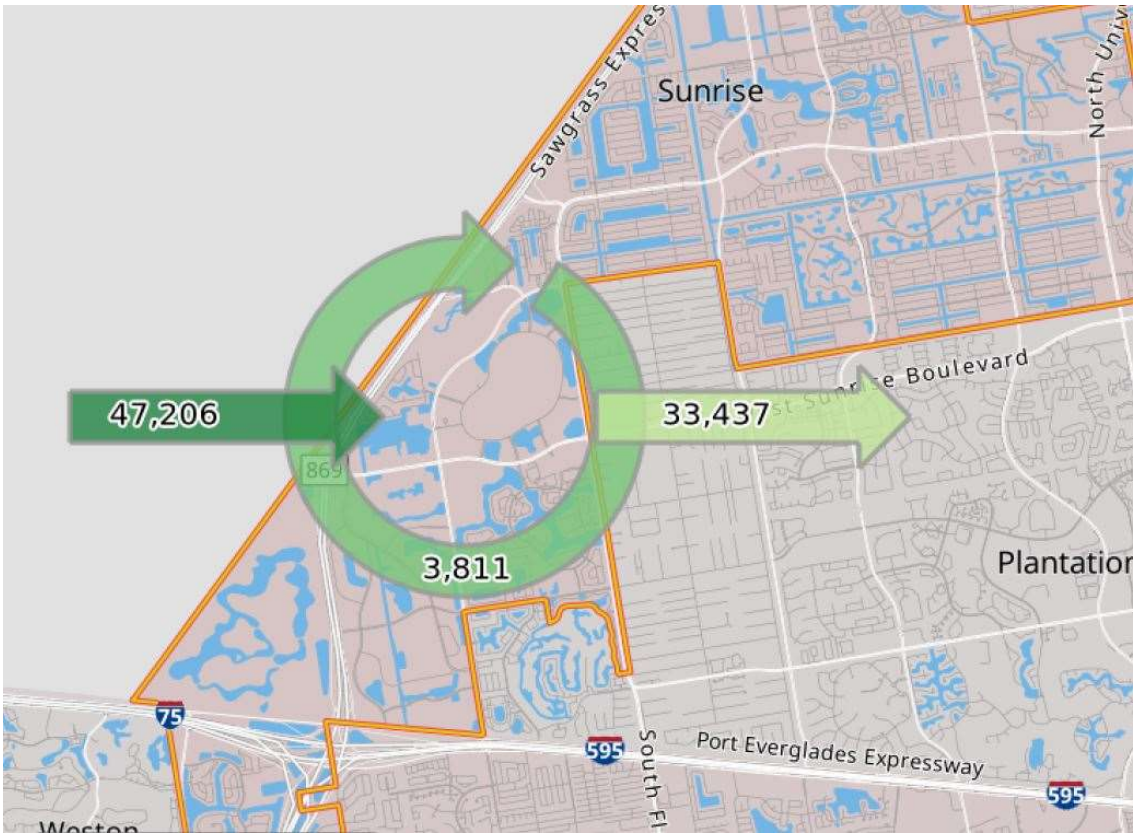
Per the most recent LEHD Inflow/Outflow Job Counts study completed in 2022, only 10.2% of Sunrise residents are living and employed inside the City limits, versus 89.8% of residents who are required to leave the City to commute to work. The vast majority of workers employed in Sunrise are those living outside of the City, commuting to work within the City limits. Based upon the data presented in the Business Activity section, it is likely these jobs are primarily concentrated in the Education and Health Care Services and Professional, Scientific, Management Services sectors as there are notably more jobs available in these sectors than there are resident workers, indicating these positions are being filled by commuters.

Worker Totals and Flows	Count	Share
Employed in the Selection Area	51,017	100.0%
Employed in the Selection Area but Living Outside	47,206	92.5%
Employed and Living in the Selection Area	3,811	7.5%
	--	--
Living in the Selection Area	37,248	100.0%
Living in the Selection Area but Employed Outside	33,437	89.8%
Living and Employed in the Selection Area	3,811	10.2%

Data Source: 2022 LEHD Inflow/Outflow Job Counts

LEHD Inflow/Outflow of Jobs in 2022

In the below map, the dark green arrow represents people living outside the City who commute into the City for employment. The circular green arrow represents the people who both reside and work within the City limits. The lighter shaded arrow represents the people who living within the City limits but are employed outside the City boundaries.



Inflow/Outflow of Jobs in 2022

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	2,080	79	794
High school graduate (includes equivalency)	9,833	580	2,011
Some college or Associate's degree	13,519	1,052	2,527
Bachelor's degree or higher	16,337	892	1,765

Table 9 - Educational Attainment by Employment Status

Alternate Data Source Name: 2019 - 2023 ACS 5-Year Estimates
Data Source Comments:

Educational Attainment by Employment Status

Educational attainment is one of the strongest indicators of economic success over a lifetime, influencing both employment opportunities and earning potential. It is important to recognize that the 2019–2023 American Community Survey data reflects the substantial economic disruption caused by the COVID-19 pandemic.

While previous planning cycles consistently indicated the highest unemployment rates among individuals without a high school diploma, the most recent data for this funding cycle (2019-2023) reflects a notable shift, residents without a high school diploma had an unemployment rate of 2.7%, compared to 4.7% amongst those with a Bachelor's degree or higher. This reversal highlights the vulnerability of higher-skilled occupations to global and technological shifts, whereas lower-skilled positions—particularly in physical sectors such as service, tourism, cleaning services, warehousing, and delivery—have demonstrated greater resilience and accessibility during periods of economic volatility. As we progress through this planning cycle, it is anticipated the unemployment figures will return to their pre-pandemic standings.

The labor force participation rate continues to rise with higher levels of educational attainment, highlighting the strong link between education and workforce engagement. According to the most recent data, approximately 73% of residents without a high school diploma participate in the labor force. This rate increases to 85% for those with some college or an associate's degree, and reaches nearly 91% for residents with a Bachelor's degree or higher. (Data Source: 2019-2023 ACS 5-Year Estimates, Table S2301)

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	223	70	208	806	1,556
9th to 12th grade, no diploma	893	198	611	1,037	1,515
High school graduate, GED, or alternative	2,577	2,500	2,971	6,866	6,736
Some college, no degree	1,850	2,527	2,381	5,009	3,347
Associate's degree	901	1,766	1,837	3,442	1,648
Bachelor's degree	583	3,568	3,799	5,800	2,811
Graduate or professional degree	14	1,298	2,172	2,337	1,270

Table 10 - Educational Attainment by Age

Alternate Data Source Name: 2019 - 2023 ACS 5-Year Estimates
Data Source Comments:

Educational Attainment by Age

The above table illustrates the educational attainment by age in the City of Sunrise. Generally, higher education is associated with older age, but not always. Advanced degrees (academic degree beyond the bachelor's, such as master's or doctoral degree) are generally more common in older populations, with the greatest concentration of advanced degrees amongst adults aged 35 to 64.

However, this trend shifts when looking at residents aged 65 and older. Nearly twenty percent (20%) of residents over the ages 65 and older lack a high school diploma, more than any other age group. This highlights a significant generational shift toward higher education, with adults aged 25 to 44 increasingly earning associate's, bachelor's, and graduate degrees. These trends reflect the long-term impact of expanded access to education and evolving workforce demands (Data Source: 2019-2023 ACS, Table B15001)

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	29,913
High school graduate (includes equivalency)	35,796
Some college or Associate's degree	38,904
Bachelor's degree	51,991
Graduate or professional degree	67,672

Table 11 – Median Earnings in the Past 12 Months

Alternate Data Source Name: 2019 - 2023 ACS 5-Year Estimates
Data Source
Comments:

Median Earnings by Educational Attainment

Educational attainment has a profound impact on long-term earning potential and overall economic well-being. Over a lifetime, a high school graduate working from age 18 to 65 is projected to earn approximately $1.68 million, while an individual with a bachelor's degree working from age 23 to 65 may earn over $2.18 million. These estimates do not include additional benefits typically associated with higher-paying jobs—such as health insurance, retirement plans, and paid leave—which further enhance economic security and contribute to the ability to build generational wealth and achieve long-term financial goals.

In Sunrise, each educational attainment increases the median earnings quite substantially. A person with a high school diploma earns, on average, 22.95% less than someone with some college or an Associate's degree earns. A person with an Bachelors degree earns, on average, 16.26% more than someone with some college or an Associate's degree. Further, those with a Graduate degree or professional degree earn 31.35% more, on average, then someone with a Bachelor's degree. (Data Source: 2019-2023 ACS 5-Year Estimates, Table B20004)

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on the Business Activity Table, the Education and Health Care Services sector is the leading business sector within Sunrise. There are 11,095 workers employed in the sector and 35,992 jobs, making up 22% of workers and 41% of jobs.

The second largest sector is retail trade with 7,143 workers and 10,994 jobs, or 14% of workers and 12% of jobs. Sunrise is home to the Sawgrass Business and Entertainment District, which includes the Sawgrass Mills Mall, the second largest tourist attraction in Florida, and the BB&T Center Arena which is home to the Florida Panthers Professional Hockey Team. These unique features contribute to the retail trade sector of employment within the City. The City continues to seek additional opportunities to enhance this sector.

Describe the workforce and infrastructure needs of the business community:

According to the business activity table, there are a considerably greater number of jobs available than workers in the City. There are, however, a few industries where there is a noticeable need for additional workforce.

The City's East-Side Improvements Master Plan (Master Plan) was consulted to establish the needs of residents and businesses in low- to moderate-income areas. A comprehensive and in- depth plan that provides a framework to stimulate investment and redevelopment of non- residential areas and to revitalize existing neighborhoods. The Master Plan utilized a planning process to develop a shared vision for the future of the City's original neighborhood, east Sunrise.

As part of the vision captured in this Consolidated plan, the City intends to revitalize low- to moderate-income areas by completing public improvements to enhance neighborhoods and increase quality of life in these areas.

In addition, the Comprehensive Plan was consulted to determine needs throughout the City. The comprehensive plan contains chapters or "elements" that address future land use, transportation, housing, infrastructure, conservation, recreation and open space, intergovernmental coordination, capital improvements, and public school facilities.

The City is currently experiencing an influx of workers, increasing the need for public infrastructure to accommodate the related demands on transportation. The City has outlined in its Comprehensive Plan a Transportation Element with an extensive list of goals to promote a safe, convenient and efficient transportation system in Sunrise. The 2025-2029 Consolidated Plan may address some of the needs identified in the Comprehensive Plan through public infrastructure improvement activities.

The City Comprehensive Plan also has an Infrastructure Element which lists the needs to protect investments in existing facilities and promotes an orderly and urban growth. It also lists the need and management goals for maintaining water facilities and water systems, storm water management.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Sunrise is proud of its focused development strategy. Each of the projects spotlighted is designed to enhance the quality of life in Sunrise - providing welcome amenities, increasing property values and/or offering superior employment opportunities to residents. The City has served as the catalyst for quality development in these and other projects. The following projects are in various stages of development:

Major Economic Developments and Investments

- **East Sunrise Revitalization**: Consistent with the East-Sunrise Improvements Plan, the City is actively redeveloping gateways at Sunrise Boulevard and University Drive. The City recently completed the Village Art Plaza, a dynamic space hosting a farmers market, cultural events, family friendly restaurants, and artistic experiences including classes.

Residential:

- **Vista Verde:** Located on the southwest corner of Pine Island Road and 44th Street, this 288-unit apartment complex recently opened on the site formerly home to Winn Dixie.

- **Sunrise Gardens**: Located across the street from Walmart on Oakland Park Boulevard and University Drive on the former site of BJ's, Sunrise Gardens is a proposed apartment/condominium complex with 235 units and is nearing completion.

- **Solterra:** Solterra is a proposed project to construct 900 townhomes and single-family units on a now abandoned golf course, located on the southwest corner of Oakland Park Boulevard and University Drive.

- **Caroline at Sunrise:** Caroline at Sunrise, located on the southwest corner of Pine Island and West Oakland Park Boulevard, is planned to host eight four-story

apartment buildings totaling to 412 units, and six three-story townhouse buildings with 40 townhouses.

Mixed Use:

- **Radius:** Radius is unique opportunity on 32 acres of land with quick access to three major roadways and convenient on-site commercial space. It is designed to accommodate 1.6 million square feet of office space, 400,000 square feet for retail, and 1,500 residential units.

- **Metropica**: Metropica will be a first-class, transit-oriented, mixed-use project consisting of class A office buildings with structured parking, full service restaurants, upscale retail and luxury high-rise condominiums to be developed at the northeast corner of Sunrise Boulevard and Panther Parkway. Phase I of this new urban center would span 27 acres, while Phase II would consist of an additional 17 to 25 acres.

Development Around the Arena

Broward County is working on plans to develop the parking lot around the Amerant Bank Arena. The proposed development will include residential, retail, entertainment, and hotel.

Commercial:

- **Baptist Health:** Baptist Health is excited to bring an innovative healthcare facility, designed with the community in mind, to Sunrise, Florida. Our proposed 100-bed hospital is not just a medical facility, it's a commitment to a healthier, more sustainable future. Located on a 26-acre parcel of land at the northeast corner of Oakland Park Boulevard and the Sawgrass Expressway interchange, Baptist Health Sunrise Hospital is designed with a sustainable approach for the environment and the community.

- **Broward Health:** Through an unprecedented partnership, Broward Health and Joe DiMaggio Children's Hospital are coming together to provide emergency services to Sunrise, Florida. To better serve the community, they are bringing an

adult and pediatric freestanding emergency room to the northwest vicinity of Oakland Park Boulevard and North Pine Island Road. East Sunrise Improvements Master Plan.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

According to the 2019-2023 ACS data in the Educational Attainment by Employment Status table, the labor participation rate is higher for those with higher educational attainment. Approximately 91% of residents with a bachelor's degree or high school diploma are actively participating in the workforce. This contrasts with the 73% of residents without a high school diploma who are actively participating in the workforce. This 18% decrease in employment is assumed to be directly connected to the difference in skills and education between the two groups.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Broward Workforce Development Board (BWDB) governs CareerSource Broward, which has full career development and training programs that help job seekers acquire the education and skills needed in the current job market. Broward County residents may even qualify for a scholarship to help them cover the costs of tuition and supplies for classes. Assisting residents to find jobs or acquire the skills for higher pay help to provide better incomes and improve the living situation of residents, in particular with affordable housing in the City.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

N/A Please see above. The County CEDS report will allow the City to pull applicable information and data as needed.

Discussion

East Sunrise Improvements Master Plan.

The East Sunrise Improvements Master Plan, completed in 2019, reflects the community's long-range vision for the neighborhood. This area extends from both sides of University Drive and east to the eastern City limits, and from Oakland Park Boulevard south to Sunrise Boulevard. The investment and redevelopment of non-residential areas will help to revitalize existing neighborhoods, and guide land use in order to promote public health and safety in the area.

According to the Master Plan, the plan can improve the quality of life in the area by identifying:

- appropriate locations for commercial, residential, and mixed-use development; locations where the City should consider increasing density, encourage redevelopment, or intervene in other ways;
- opportunities to extend and/or improve open space, recreational areas, and civic facilities; strategies for increasing economic development, private investment, and improving neighborhood aesthetics;
- opportunities to further the City's plans to improve connectivity between pedestrians, bicycles, buses, and cars;
- environmental, historic, and cultural resources that need conservation; and
- strategies for reducing congestion and improving transit services.

Sunrise Small Business Academy (SSBA)

The Sunrise Small Business Academy (SSBA) is a free program designed to help Sunrise small businesses grow and thrive. It can also help prospective Sunrise entrepreneurs better prepare to launch a small business.

Participants will learn about important business-related topics, including City and County resources, accounting, finance, human resources, marketing and more.

An Economic and Community Enrichment Manager has also been hired to support and advance locally owned businesses, and to increase investment within the City. The City continuously seeks opportunities to engage our businesses and provide resources for them to excel.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD defines “housing problems” based on four specific data points:

1. Cost Burden
2. Overcrowding
3. Lack of Complete Plumbing Facilities
4. Lack of Complete Kitchen Facilities.

Housing Problems

In Sunrise, housing issues are infrequent overall, except for cost burden. According to the 2019-2023 ACS 5-Year Estimates (Table DP04), the citywide rates are as follows:

- Cost Burden Renters: 68.8%
- Cost Burden Homeowners: 40.2%
- Overcrowding: 4.5%
- Lack of Complete Plumbing Facilities: 0.2%
- Lack of Complete Kitchen Facilities: 0.4%

For an area to be considered "concentrated" with housing issues, it must exhibit two or more problems significantly above the citywide averages, using HUD's definition of “disproportionate.” This threshold in Sunrise is 10 percentage points higher than the City average, equating to: a cost burdened renter rate above 78.8%, a cost burdened homeowner rate above 50.2%, overcrowding above 14.5%, lack of plumbing facilities above 10.2%, and lack of kitchen facilities above 10.4%. The following tracts experience concentrations.

Cost Burden Renters (Concentration at 78.8% or over):

- 601.17 (79.7%)
- 703.04 (82.1%)
- 703.10 (79.9%)

Cost Burden Homeowners (Concentration at 50.2% or over):

- 601.13 (50.3%)
- 602.06 (52.4%)
- 602.09 (55.2%)
- 602.14 (50.5%)

- 602.15 (57.3%)

Overcrowding (Concentration at 14.5% or over):

- 601.13 (Renter Households 17.4%)

Lack of Complete Plumbing Facilities (Concentration at 10.2% or over):

- No tracts with a concentration.

Lack of Complete Kitchen Facilities (Concentration at 10.4% or over):

- No tracts with a concentration.

Using this criteria, there is one tract that exhibits multiple concentrations of housing issues. Tract 601.13 on the northern border of Sunrise has a concentration of cost burdened homeowner households and a concentration of overcrowded renter households

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this analysis a “racial or ethnic concentration” will be any census tract where a racial or ethnic minority group makes up 10 percent or more of the population than the City as a whole. According to the 2019-2023 ACS 5-Year estimates (Table DP05) the racial and ethnic breakdown of City’s population is:

- Black, Non-Hispanic: 33.0%
- White, Non-Hispanic: 22.7%
- American Indian and Alaska Native, Non-Hispanic: 0.1%
- Asian, Non-Hispanic: 4.1%
- Native Hawaiian and Other Pacific Islander, Non-Hispanic: 0.2%
- Other Race, Non-Hispanic: 1.1%
- Two or More Races, Non-Hispanic: 3.0%
- Hispanic or Latino: 35.9%

In Sunrise, the two largest minority groups—Black/African American and Hispanic individuals—exhibit areas of concentration. However, other racial or ethnic groups do not show concentrations that meet the established criteria for this analysis. Please refer to the corresponding maps below, which illustrate areas with concentrated minority populations by race and ethnicity, highlighting the demographic patterns across the city. Maps are not included for populations without a concentration.

Concentration of Black/African American, non-Hispanic Persons

Black or African American, non-Hispanic individuals make up the largest minority group in the city, representing 33.0% of the overall population. A census tract is considered to have a concentration if it has 43.0% or more of this minority group. The following census tracts, primarily located in the northern and eastern parts of the City, show a concentrations: 601.13, 601.25, 602.03, 602.08, and 602.09. It should be noted that census tract 601.25 extends beyond the city limits.

Concentration of Hispanic/Latino Persons

Hispanics make up 35.9% of the citywide population and a tract with a concentration would be 45.9% or higher of this minority group. The following census tracts have concentrations: 602.15, 703.04 and 703.10. Of those tracts, 703.04 extends beyond the city limits.

Low Income Households

A "low-income concentration" is defined as any census tract where the median household income (MHI) is 80% or less of the MHI for Sunrise. According to the 2019-2023 ACS, the MHI in Sunrise is $72,107. Therefore, a census tract would be considered to have a low-income concentration if its MHI is $57,686 or less. The following five census tracts, all located in the eastern part of Sunrise, have concentrations of low-income households: 601.17, 602.06, 602.07, 602.08, and 602.15.

What are the characteristics of the market in these areas/neighborhoods?

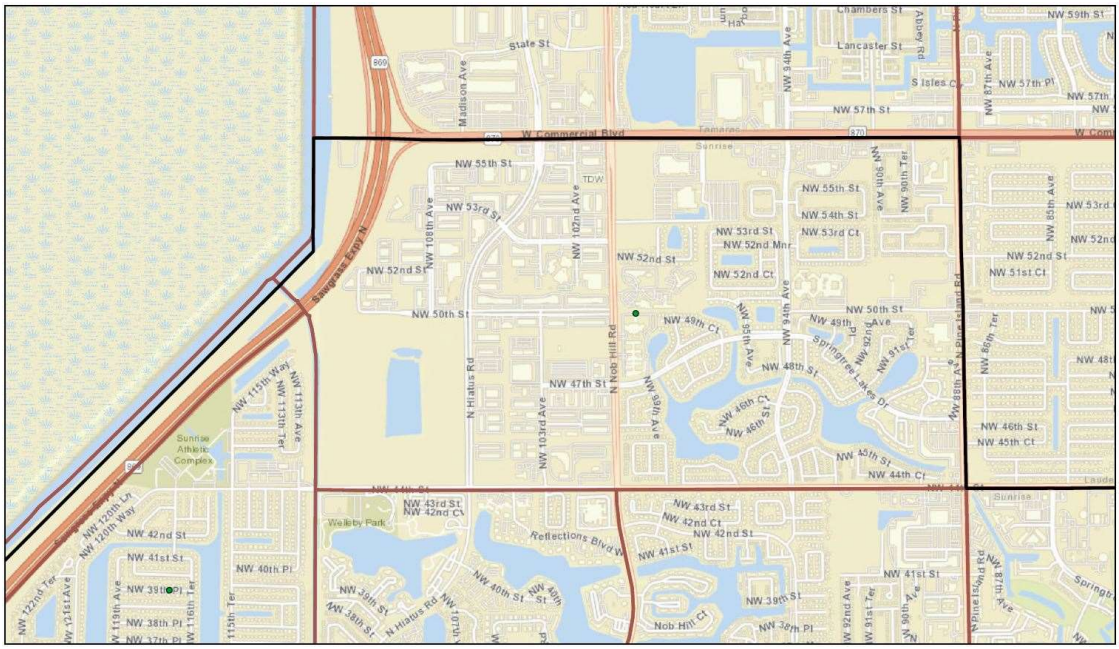
Tract 601.13 follows North Pine Island Road to West Commercial Boulevard and south along I-75 to Oakland Park Boulevard. This census tract is primarily residential with a few mixed areas of warehouse, retail, small businesses and restaurants.

Are there any community assets in these areas/neighborhoods?

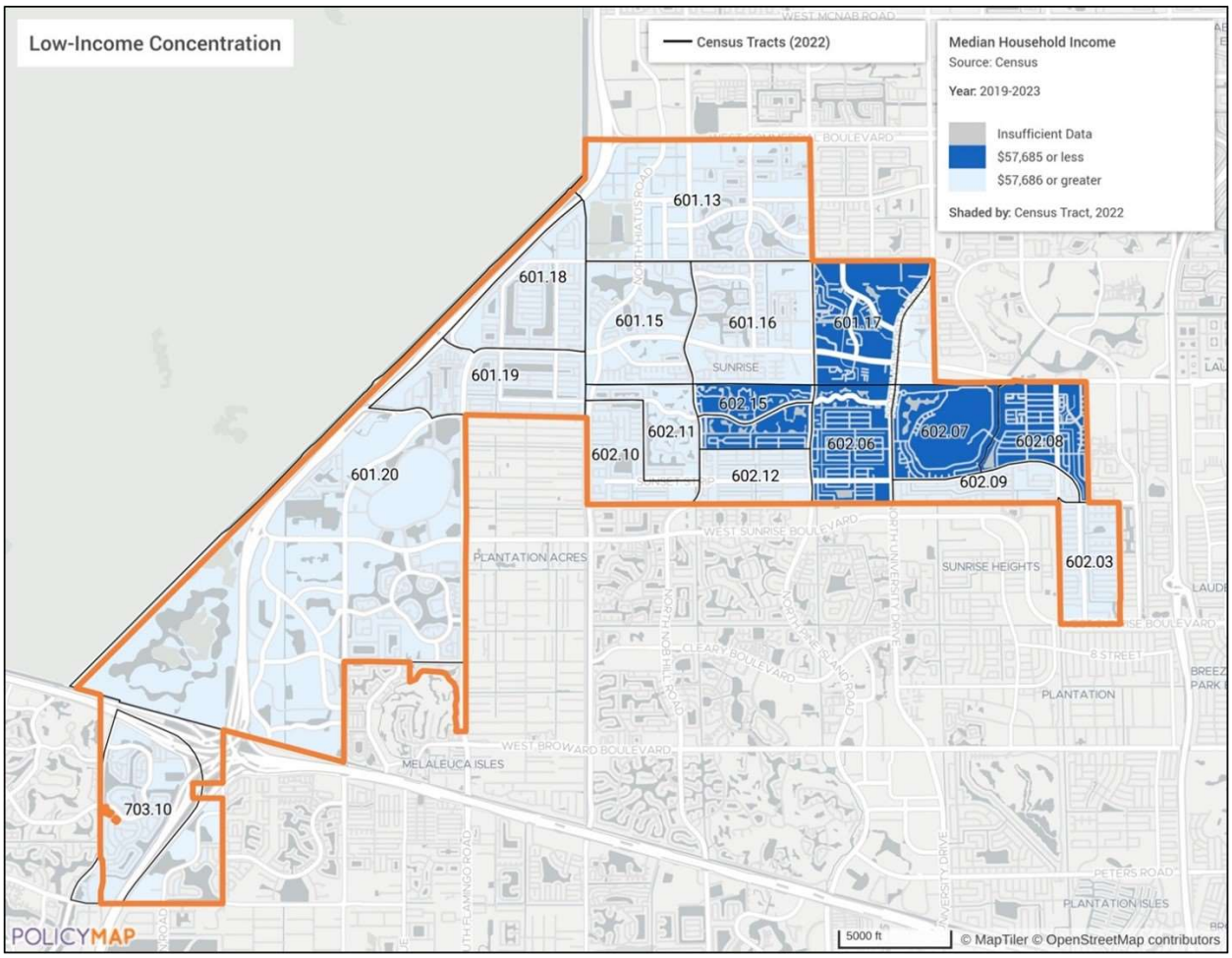
This census tract contains several community assets, such as city parks and grocery stores including Publix. This census tract is located just west of I-75 and south of Commercial Boulevard, two major transportation corridors, providing convenient regional access.

Are there other strategic opportunities in any of these areas?

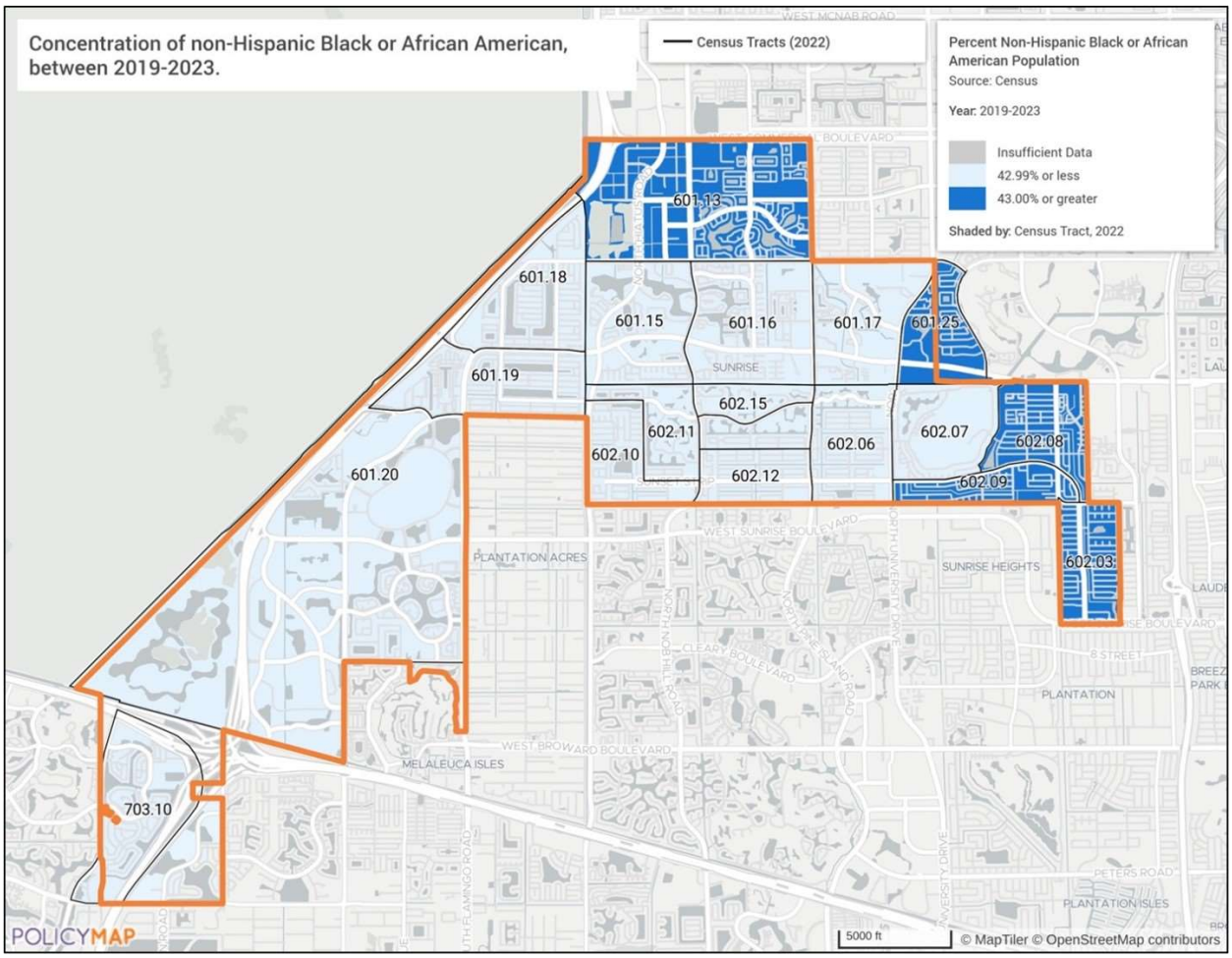
This census tract is home to non-profit organizations including the Area Agency on Aging and Arc Broward, which support seniors and individuals with disabilities, respectively. While not physically located in Tract 601.13, many additional nonprofit organizations operate Citywide as well as within this tract.



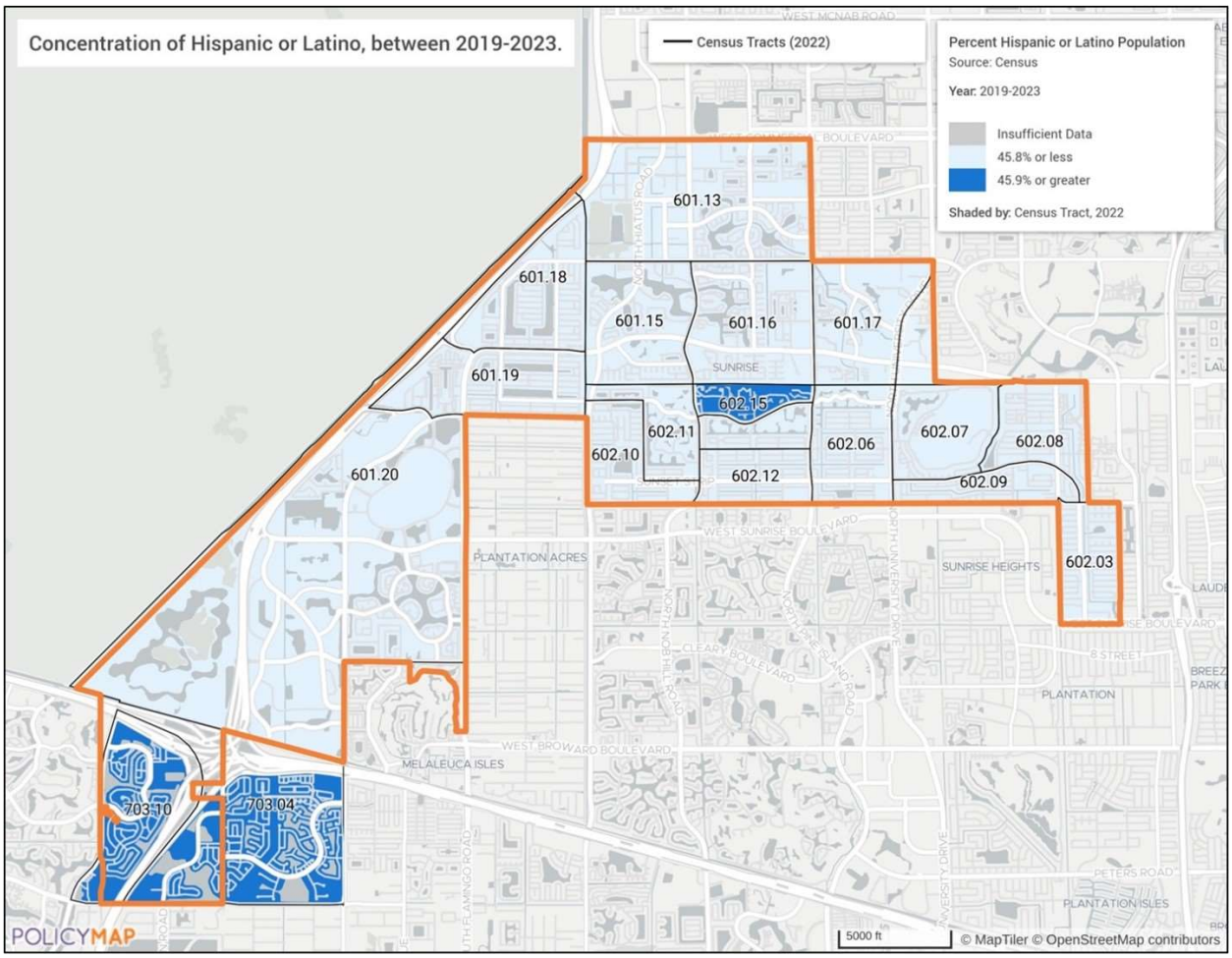
Census Tract 601.13



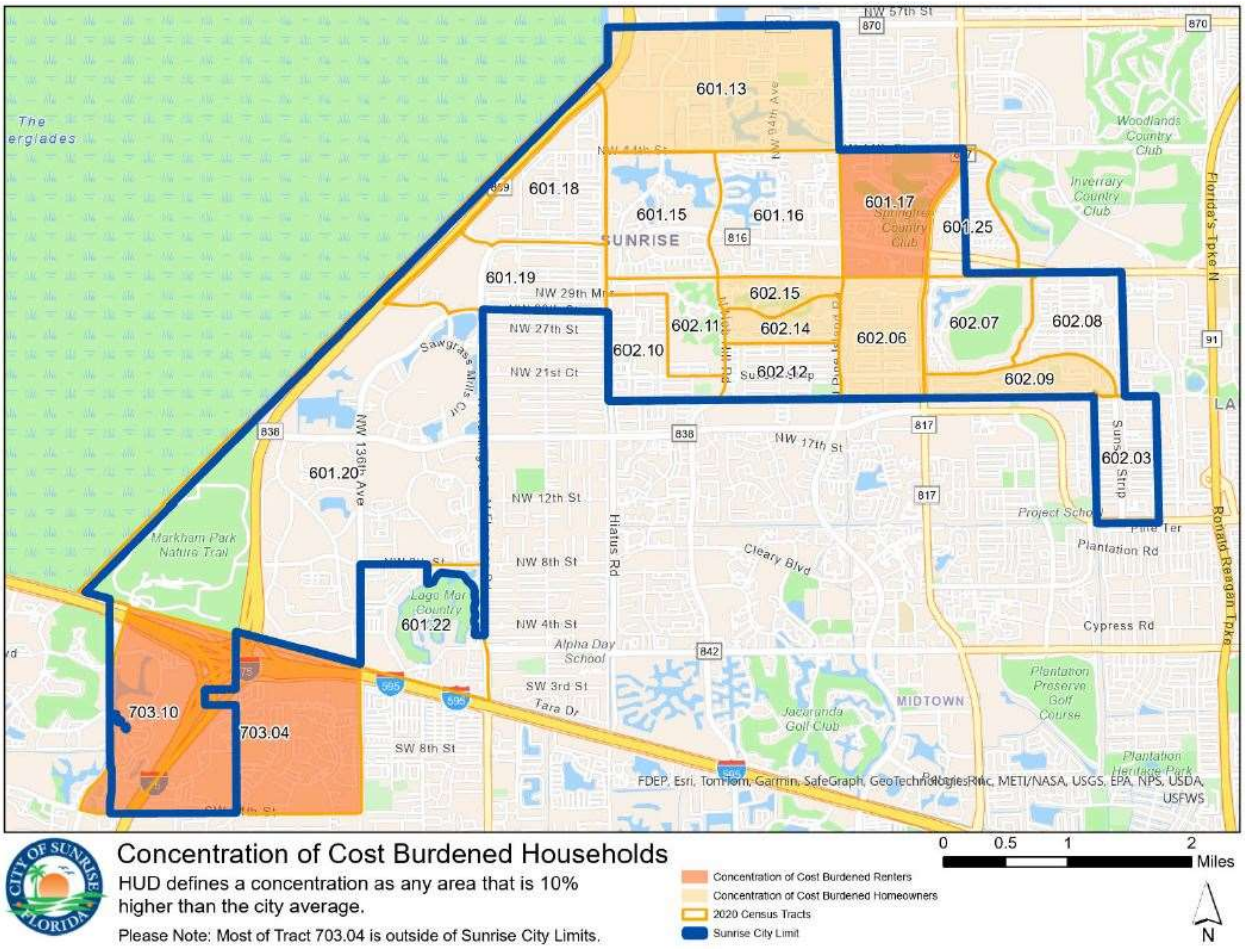
Concentration of Low-Income Households Between 2019-2023



Concentration of Black or African American Households



Concentration of Hispanic or Latino Households



Concentration of Cost Burdened Households

Table: Median Household Income 2023

	Sunrise			Broward County		
Label	**Households**	**Families**	**Nonfamily Households**	**Households**	**Families**	**Nonfamily Households**
Total	36,779	24,035	12,744	758,853	487,874	270,979
Less than $10,000	4.70%	2.30%	9.80%	5.90%	3.60%	10.70%
$10,000 to $14,999	4.70%	2.00%	10.50%	3.60%	1.70%	7.10%
$15,000 to $24,999	7.60%	5.30%	12.50%	6.40%	4.30%	10.70%
$25,000 to $34,999	9.30%	8.20%	11.90%	7.10%	5.70%	10.60%
$35,000 to $49,999	9.50%	8.60%	12.70%	10.70%	9.90%	12.60%
$50,000 to $74,999	16.30%	17.80%	15.50%	17%	16.30%	17.90%
$75,000 to $99,999	14.80%	16.00%	10.80%	12.50%	13.60%	10.10%
$100,000 to $149,999	17.90%	22.90%	7.70%	17.00%	19.90%	10.90%
$150,000 to $199,999	9.00%	9.50%	5.90%	8.00%	10.00%	3.70%
$200,000 or more	6.30%	7.40%	2.80%	12.20%	15.00%	5.70%
Median income (dollars)	72,107	84,265	42,377	74,531	89,061	46,949
Mean income (dollars)	88,291	98,845	61,504	105,969	122,036	71,264
Source: 2019-2023 ACS 5-Year Estimates (S1901)						

Table: Age – 2023

Age Cohort	Sunrise		Broward County	
	Number	Percent	Number	Percent
Under 5 years	4,662	4.80%	106,739	5.50%
5 to 9 years	4,964	5.10%	107,248	5.50%
10 to 14 years	6,432	6.70%	121,372	6.20%
15 to 19 years	5,318	5.50%	111,312	5.70%
20 to 24 years	5,171	5.40%	106,411	5.50%
25 to 34 years	11,927	12.30%	252,715	13.00%
35 to 44 years	13,979	14.50%	265,348	13.60%
45 to 54 years	11,884	12.30%	263,846	13.50%
55 to 59 years	6,057	6.30%	137,921	7.10%
60 to 64 years	7,356	7.60%	130,621	6.70%
65 to 74 years	10,394	10.70%	194,375	10.00%
75 to 84 years	5,744	6.00%	103,220	5.30%
85 years and over	2,745	2.80%	44,999	2.30%
Median Age	42.3	100%	41.3	99.9%
Source: 2019-2023 ACS 5-Year Estimates (S0101)				

Table: Disability Characteristics

	Sunrise		Broward County	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	11,120	67,186	207,650	1,384,991
Employed	28.80%	70.10%	28.00%	69.70%
Not in Labor Force	68.90%	25.50%	69.10%	27.50%
Median Earnings	$33,012	$39,937	$31,907	$42,099
Below the Poverty Level	10.70%	27.10%	21.40%	10.40%
Source: 2019-2023 ACS 5-Year Estimates (S1811)				

Table: Income Distribution

	Owner		Renter		Total
	Number	Percentage	Number	Percentage	
Household Income <= 30% HAMFI	3,750	15%	1,455	13%	5,205
Household Income >30% to <=50% HAMFI	3,595	14%	1,765	16%	5,360
Household Income >50% to <=80% HAMFI	4,025	16%	2,580	23%	6,605
Household Income >80% to <=100% HAMFI	2,555	10%	1,580	14%	4,135
Household Income >100% HAMFI	11,385	45%	3,675	33%	15,060
Total	25,305	100%	11,055	100%	36,360
Source: 2019-2023 ACS 5-Year Estimates					

Table: Housing Cost Burden Overview

	Owner		Renter		Total
	Number	Percentage	Number	Percentage	
Cost Burden <=30%	15,825	62.54%	4,245	38.40%	20,070
Cost Burden >30% to <=50%	4,665	18.44%	3,205	28.99%	7,870
Cost Burden >50%	4,550	17.98%	3,535	31.98%	8,085
Cost Burden not available	265	1.05%	65	0.59%	330
Total	25,305	100.00%	11,055	100.00%	36,360
Source: 2019-2023 ACS 5-Year Estimates					

Table: Housing Cost Problems Overview

	Owner		Renter		Total
	Number	Percentage	Number	Percentage	
Household has at least 1 of 4 Housing Problems	9,670	37.82%	7,055	63.42%	16,725
Household has none of 4 Housing Problems	15,635	61.15%	4,005	36.00%	19,640
Cost burden not available - no other problems	265	1.04%	65	0.58%	330
Total	25,570	100.00%	11,125	100.00%	36,695
Source: 2019-2023 ACS 5-Year Estimates					

Table: Severe Housing Problems Overview

	Owner		Renter		Total
	Number	Percentage	Number	Percentage	
Household has at least 1 of 4 Severe Housing Problems	5,120	20.02%	4,085	36.74%	9,205
Household has none of 4 Severe Housing Problems	20,185	78.94%	6,970	62.68%	27,155
Cost burden not available - no other problems	265	1.04%	65	0.58%	330
Total	**25,570**	**100.00%**	**11,120**	**100.00%**	**36,690**
Source: 2019-2023 ACS 5-Year Estimates					

Table: Property Type 2023

	Sunrise		Broward County	
	Number	Percentage	Number	Percentage
1-unit, detached structure	15,503	37.75%	347,737	40.30%
1-unit, attached structure	4,842	11.79%	72,189	8.40%
2 units	547	1.33%	21,817	2.50%
3 or 4 units	1,731	4.22%	39,366	4.60%
5-9 units	2,103	5.12%	48,515	5.60%
10-19 units	2,722	6.63%	64,083	7.40%
20 or more units	13,441	32.73%	246,167	28.50%
Mobile Home	161	0.39%	22,551	2.60%
Boat, RV, Van, Etc.	13	0.03%	703	0.10%
Total	41,063	100%	863,128	100%
Source: 2019-2023 ACS 5-Year Estimates (DP04)				

Table: Housing Tenure 2023

Housing Tenure	Sunrise		Broward County, Florida	
	Number	Percentage	Number	Percentage
Total Housing Units	**41,063**	**100%**	**863,128**	**100%**
Owner occupied	25,473	69.30%	474,052	63.30%
Renter occupied	11,306	30.70%	275,320	36.70%
Total Occupied	36,779	89.60%	749,372	86.80%
Vacant Units	4,284	10.40%	113,756	13.20%
Source: 2019-2023 ACS 5-Year Estimates				

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Not Computed	118	(X)	178	(X)	313	(X)
Less than 20%	4,303	27.10%	5,614	60.60%	1,655	15.00%
20.0 to 24.9%	2,171	13.70%	701	7.60%	808	7.40%
25 to 29.9%	1,787	11.20%	474	5.10%	965	8.80%
30 to 34.9%	1,530	9.60%	259	2.80%	1,089	9.90%
35% or more	6,112	38.40%	2,226	24.00%	6,476	58.90%
Total Cost Burdened	**7,642**	**48.00%**	**2,485**	**26.80%**	**7,565**	**68.80%**
Source: 2019-2023 ACS 5-Year Estimates (DP04)						

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Internet is an essential communications and information platform that allows users to take advantage of the increased interconnectedness of business, education, commerce, and day to day utility. Reliable access to the internet is becoming a necessity to thrive in the modern economic environment. Communities that lack broadband access struggle to keep pace with the country. Locations without broadband access impedes its population's ability to take advantage of the educational and entrepreneurial opportunities available online. This is particularly problematic for LMI areas where economic opportunities are often lacking. Studies suggest a strong correlation between increased high-speed internet access and increased education and employment opportunities, especially in small cities and rural areas.

Sunrise does not have significant gaps in broadband coverage or options of internet providers, including LMI areas. According to BroadbandNow Sunrise households have a choice of, at a minimum, eight (8) broadband-quality internet service providers throughout the City.

Needs cited in survey responses indicate there is a gap in the affordability of broadband internet for low- to moderate-income populations. Additional survey responses cited the cost of hardware such as computers or tablets.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Once broadband access has been obtained, it is important to ensure there is competition among service providers. Any resource that has a de facto monopoly on an area may not be incentivized to provide standard and consistent services. Sunrise has at least eight (8) Internet providers offering residential service. AT&T (IPBB) and Xfinity are the strongest providers in Sunrise so far as coverage. The average Sunrise household has two (2) options for broadband-quality Internet service. These providers frequently overlap around the City:

1. At&T Internet (IPBB, Fiber)
2. Xfinity (Cable)
3. Spectrum (Cable)
4. T-Mobile (5G Internet)

5. Verizon (5G Internet)
6. Earthlink (DSL, 5G Internet)
7. HughesNet (Satellite)
8. Viasat Internet (Satellite)

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City of Sunrise, like many South Florida cities, is prone to various natural hazard events including hurricanes, tornadoes, flooding, hail, thunderstorms, and high winds. The potential impacts of climate change—including an increase in prolonged periods of excessively high temperatures, more heavy precipitation, more severe storms, or droughts—are often most significant for vulnerable communities.

The City is located in a high-velocity hurricane zone (HVHZ) with winds speeds of 170 mph (per the FL Building Code). Due to Sunrise's geographical location and vulnerability to major storms or hurricane, the City must follow/comply with additional stringent regulations that ultimately protect the community and reduce the loss of life and property.

The Intergovernmental Panel on Climate Change (IPCC) is the United Nations arm for assessing the science related to climate change. IPCC projects that it is highly likely temperatures will continue to rise over the next century due to global warming caused by greenhouse gas emissions. This rise in temperature could lead to altered weather and precipitation patterns, a rise in severe storms, an increased risk of catastrophic floods, increased electricity costs, and ruined crops. Additionally, coastal areas are expected to see an increase in the ocean levels or storm surge. These environmental changes may eventually lead people away from the coast. However, coastal populations have historically continued to see an increase in population from year to year. An increase of people may drive up housing costs, reduce the availability of jobs, and tax resources, while a decrease in population could cause labor shortages, decrease in competition for services, driving up costs and reducing quality, and reduced resources for locals.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income residents are particularly at risk due to having less financial resources to combat the impacts of natural disasters. A dramatic rise in electricity or housing costs could put them at imminent risk of homelessness or living in substandard conditions. Increased hazard insurance premiums and deductibles are particularly damaging to low- and moderate-income homeowners, leading those without a mortgage to often go without.

This is particularly concerning for the City's senior residents who often represent a significant portion of cost burdened households. Many senior residents live on a fixed income, limiting their ability to respond to a natural disaster. In the event of a natural disaster, seniors—many of whom reside in condominiums—may also face special assessments from their homeowners associations (HOAs) to cover storm related damages. These residents are far less likely to have the financial resources to address these expenses.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The strategic portion of the 2025-2029 Consolidated Plan provides a clear outline of how funds will be invested over the next 5 years. It outlines geographic priorities for the investment and how priority needs were identified. Only activities tied to a priority need or goal listed in the strategic plan may be funded in the 2025 Action Plan and subsequent Action Plans. Any other projects or activities would require an amendment due to a change in priority.

The strategic plan also outlines the resources expected to be available in the next five years, the institutional structure in place to undertake the various facets of the Consolidated Plan, and the influences of market conditions. Numeric goals are outlined along with the strategies to address public housing, barriers to affordable housing, lead based paint, poverty, and monitoring of the overall program.

The City of Sunrise is an entitlement recipient of federal and state funds from the U.S. Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation under the Community Development Block Grant (CDBG) Program, State Housing Initiative Partnership (SHIP). The City receives HOME Investment Partnership funds through Broward County HOME Consortium. The City uses CDBG, SHIP, and HOME funding to implement Homeowner Rehabilitation Programs, Public Improvement Projects, and Public Service Programs.

Below is list of the City's Priority Needs:

1. **Affordable Housing Preservation & Development**
2. **Improvements to Public Infrastructure/Facilities**
3. **Public Services**
4. **Economic Development**
5. **Emergency Preparedness**

See the SP-25 Priority Needs for details.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Target Area
No Target Areas Specified

Table 12 - Geographic Priority Areas

*Above table locally generated to best represent what is in the electronic reporting portal

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction.

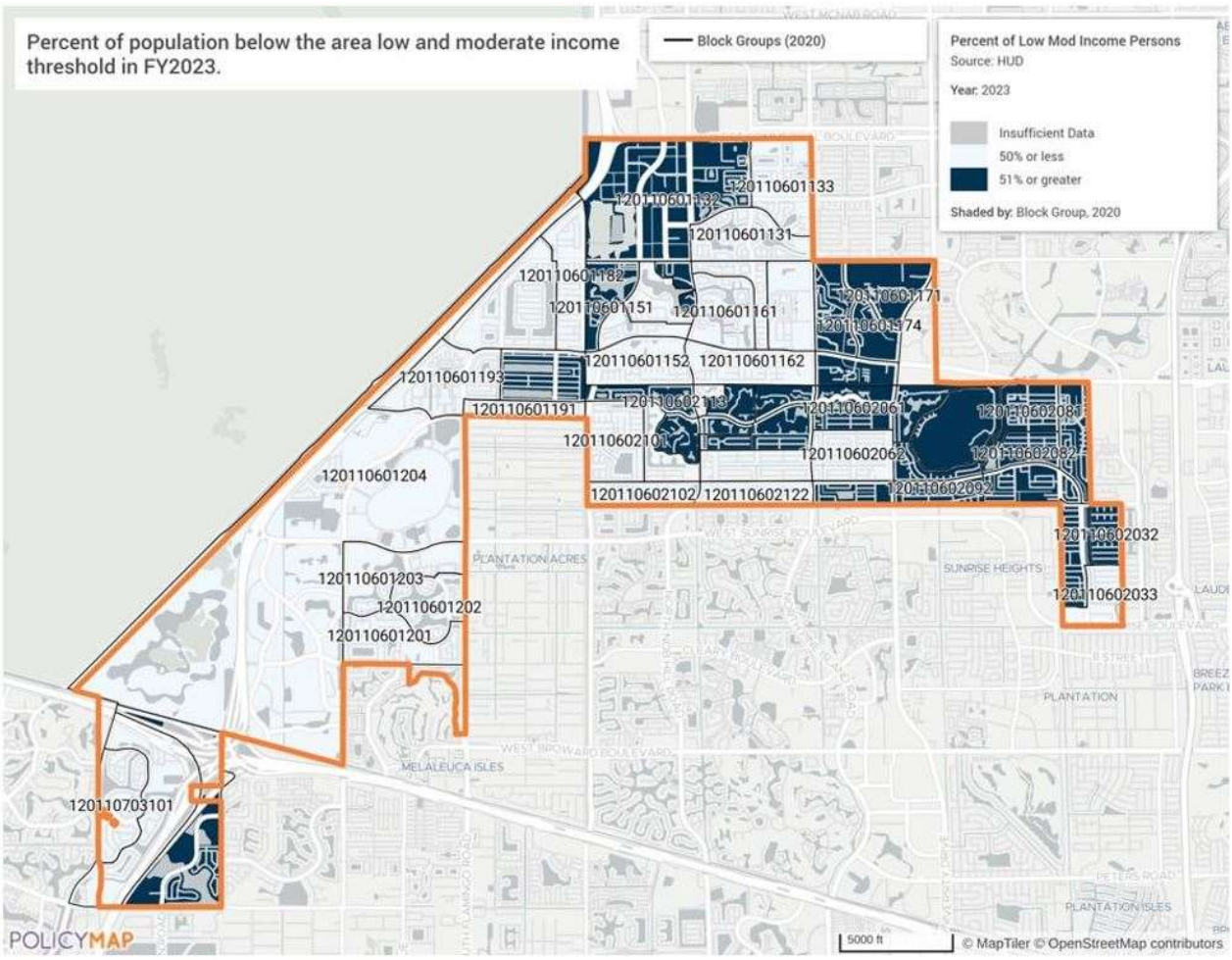
The City is prioritizing the preservation of its existing affordable housing stock. These efforts are vital to overcome the effects of foreclosures and vacant units on neighboring residences, and to maintain the integrity and quality of neighborhoods.

The City of Sunrise also determines project locations using HUD CDBG Low- to Moderate-Income Summary Data (LMISD) which helps to guide the City where low- to moderate-income block group tracts are located. HUD defines a low- to moderate-income area as a block group having 51% or greater low- to moderate-income population. The map below identifies the low- moderate income areas and will be utilized to plan for CDBG activities throughout the City. In addition to the HUD LMISD data, the City determines need and location of special projects based on need and demand of its residents, as well as the condition of existing resources.

The City's low- to moderate-income Census tract block group are:

Name	UOGID	Tract	Blockgroup	Low-Mod Percentage
Sunrise	122958	60214	3	**100.00%**
Sunrise	122958	60203	2	**89.90%**
Sunrise	122958	60215	2	**86.00%**
Sunrise	122958	60215	3	**83.90%**
Sunrise	122958	60115	1	**80.40%**
Sunrise	122958	60207	1	**80.20%**
Sunrise	122958	60214	2	**79.70%**
Sunrise	122958	60117	2	**77.70%**
Sunrise	122958	60203	1	**77.70%**
Sunrise	122958	60208	2	**76.90%**
Sunrise	122958	60211	2	**74.20%**
Sunrise	122958	60207	3	**70.70%**
Sunrise	122958	60206	1	**70.50%**
Sunrise	122958	60117	1	**68.60%**
Sunrise	122958	70304	1	**66.20%**
Sunrise	122958	60208	3	**65.50%**
Sunrise	122958	60214	1	**65.00%**
Sunrise	122958	60117	3	**61.60%**
Sunrise	122958	60206	3	**61.20%**
Sunrise	122958	60209	2	**58.50%**
Sunrise	122958	60115	3	**56.70%**
Sunrise	122958	60113	2	**55.50%**
Sunrise	122958	60119	2	**54.70%**
Sunrise	122958	60209	1	**54.10%**
Sunrise	122958	60207	2	**54.00%**
Sunrise	122958	60208	1	**53.90%**
Sunrise	122958	60117	4	**52.10%**
Sunrise	122958	60211	3	**51.70%**

Source: HUD 2023 LMISD



FY2023 Low- to Moderate Census Tract Block Groups (51% or Greater Low- to Moderate Income Persons)

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

1	**Priority Need Name**	Affordable Housing Preservation & Development
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	
	Associated Goals	1A. Owner Occupied Housing Rehabilitation 1B. Acquisition for Affordable Housing Development
	Description	The City will work towards preserving and developing affordable housing through residential rehabilitation for LMI households. The City will focus its attention on these needs through the following strategies: providing rehabilitation assistance to qualified owners; stabilizing housing units that are vacant or in some stage of foreclosure through acquisition, rehabilitation and resale; increasing homeownership opportunities through the resale of rehabilitated units; acquisition of land for affordable housing development; and contribution of city-owned land for affordable housing development. In addition, the City may elect to offer a Homebuyer Assistance Program.
	Basis for Relative Priority	The basis of this priority is that there are no other sources of assistance for the preservation and development of the City's affordable housing stock. The City's CDBG funding leveraged with HOME funding from the Broward County HOME Consortium and the State Housing Initiatives Partnership (SHIP) Program will provide comprehensive assistance to support the City's low- to moderate-income residents.
2	**Priority Need Name**	Improvements to Public Infrastructure/Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	

	Associated Goals	2A. Public Infrastructure Improvements 2B. Public Parks and Facilities Improvements
	Description	The City will work towards quality of life improvements through the development or redevelopment of public infrastructure and facilities that target LMI areas. Improvements to infrastructure may include, but are not limited to, streets and roads, sidewalks, public art, ADA modifications and water systems. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks.
	Basis for Relative Priority	Through community participation and the general need to improve the quality of life in the City's LMI areas, the need for improvements to public facilities and infrastructure was identified.
3	**Priority Need Name**	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Victims of Domestic Violence Non-housing Community Development Other: Youth and Children
	Geographic Areas Affected	
	Associated Goals	3A. Public Services
	Description	This goal will provide for supportive services for LMI households and also the special needs populations in the jurisdiction. Activities may include, but are not limited to, senior transportation, after school care programs for LMI, and emergency subsidy payments etc. Other public services targeting LMI citizens and may include services to address homelessness, persons with physical and mental health, seniors, and youth.

	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need for Public Services for LMI and Special Needs was identified. Public Services offered by the City and partner non-profit organizations provide for vital and essential services for LMI households and families throughout the jurisdiction. Public services will also help to enhance education and improve living situations of LMI individuals and households in the jurisdiction. Local stakeholders identified the need for public services in the stakeholder surveys.
4	**Priority Need Name**	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	4A. Small Business Assistance Programs
	Description	Provide for economic development opportunities that will help assist small businesses. Economic development initiatives that provide assistance for local businesses will include help for small businesses including, but not limited to, micro-enterprises and, minority and women owned business enterprises.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need for economic development opportunities was identified. Unemployment and economic opportunities vary throughout the jurisdiction and the City will work to assist LMI areas with economic development opportunities.
5	**Priority Need Name**	Emergency Preparedness
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	

	Associated Goals	5A. Hurricane
	Description	Due to the City's geographical location, major storms and hurricanes will continue to impact properties and infrastructure throughout the community. Planning for natural disaster response and recovery efforts will continue to be a priority for the City. These efforts will take place within the administration of the CDBG program.
	Basis for Relative Priority	Due to the impact of major storms and hurricanes, that may result in extensive damages to property and life within Sunrise.

Table 13 – Priority Needs Summary

Narrative (Optional)

As funds are limited, the City will direct its resources towards the highest identified needs in the City. These priority needs are listed in the above table.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated resources for the FY 2025 funding year included $675,995 in Community Development Block Grant (CDBG) funds.

In addition to CDBG, the City anticipates receiving State Housing Initiative Partnership (SHIP) funds and Home Investment Partnership (HOME) funds through Broward County Consortium. SHIP funds are explained in the additional resource narrative below in this section.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	675,995	0	0	675,995	2,703,980	The expected amount available remainder of the Consolidated Plan is 4 more years of the annual allocation.
HOME	public – federal	Housing	175,739	0	0	175,739	702,956	Home Investment Partnership (HOME) funds through the Broward County Consortium. The expected amount available remainder of the Consolidated Plan is 4 more years of the annual allocation.

Table 14 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Since its establishment as an entitlement City, the City of Sunrise has successfully leveraged CDBG and HOME (from the Broward HOME Consortium) funding with state

and local resources to undertake activities that address the City's priority needs, with an emphasis on creating and maintaining affordable housing City-wide. During FY 2025, the City will leverage CDBG, HOME and its annual allocation of SHIP funding to meet its highest priority needs, as indicated in the 5-Year Consolidated Plan. Sunrise with the Broward County HOME Consortium will be in compliance with HOME leveraging requirements and will be fulfilled and reported through Broward County.

The leveraging of resources is vital to meeting the needs of the City's low- and moderate-income residents. Doing so ensures that all applicants are provided comprehensive support. To date, the City has been successful in leveraging CDBG and HOME funds with state- sponsored SHIP funding to increase the total dollars available to its applicants. As such, the City has made a significant impact in the community by achieving its goals and priorities as stated in the Consolidated Plan.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City continuously assesses what lots may be suitable for the development of in-fill housing and mixed-use development activities in conjunction with local non-profit agencies and developers. All City-owned inventory has been mapped as part of the State's requirement that the City maintain a printed inventory of locally owned land suitable for affordable housing. The City's Affordable Housing Advisory Board reviews this information annually.

Discussion

N/A

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
CITY OF SUNRISE	Government	Ownership Non-homeless special needs Planning neighborhood improvements	Jurisdiction
BROWARD COUNTY	Government	Homelessness Public Housing Rental	Other
BROWARD COUNTY HOUSING AUTHORITY	PHA	Public Housing Rental	Other
BROWARD COUNTY HOMELESS INITIATIVE PARTNERSHIP	Continuum of care	Homelessness	Other

Table 15 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Sunrise is fully capable of delivery services for affordable housing and public services within its jurisdictional boundaries through its CDBG funding.

As a participant in the Broward County HOME Consortium, the City of Sunrise also coordinates Broward County and neighboring cities to bring affordable housing programs to the City. Funds received through the HOME Consortium help to implement the delivery of affordable housing related services and projects. Strengths include the ability to attract additional HOME funding through the Consortium as well as the ability to better coordinate the implementation of affordable housing projects.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X	X	
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	X
Mobile Clinics			
Other Street Outreach Services	X		
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other			

Table 1 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City of Sunrise provides any residents in need with the resources to contact the Broward County Homeless Initiative Partnership (HIP). The Broward County Homeless Initiative Partnership is the local Continuum of Care (CoC) and coordinates the delivery of services to the homeless as well as those affected by HIV/AIDS. The Continuum was designed so that as individuals visit a Continuum agency for services, case managers conduct an intake and refer that person to the agency best equipped to deliver the service

needed. As services are provided and clients are serviced, information on those activities are captured in the Homeless Management Information System (HMIS).

The CoC has a number of mainstream agencies and services used to compliment services targeted for the homeless population.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

A strength in service delivery is the number of local service provider and agencies County-wide dedicated to end homelessness. These members are listed on the Broward County Homeless Initiative Partnership website. Local providers and the Stakeholders Council meet monthly to discuss the homeless needs and initiatives in the County. Coordination includes countywide homeless prevention initiatives and the Point-in-Time homeless count reports.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City's Grants Division of the Finance & Administrative Services Department is responsible for the Planning and Administration of the CDBG Consolidated Strategic Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER) and all other federal cross-cutting requirements associated with the CDBG program. Through evaluating the performance of annual goals, the City will be able to determine where gaps to service delivery remain and where to improve.

Further the Grants Division staff of the Finance & Administrative Services Department will keep close and ongoing communication with City boards, committees and other departments. Department staff meets with the Affordable Housing Advisory Board on a quarterly basis.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A. Owner Occupied Housing Rehabilitation	2025	2029	Affordable Housing		Affordable Housing Preservation & Development	CDBG: $1,605,029	Homeowner Housing Rehabilitated: 25 Household Housing Unit
2	1B. Acquisition for Affordable Housing Dev	2025	2029	Affordable Housing		Affordable Housing Preservation & Development	CDBG: $100,000	Other: 1
3	2A. Public Infrastructure Improvements	2025	2029	Non-Housing Community Development		Improvements to Public Infrastructure/Facilities	CDBG: $385,199	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
4	2B. Public Parks and Facilities Improvements	2025	2029	Non-Housing Community Development		Improvements to Public Infrastructure/Facilities	CDBG: $385,199	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
5	3A. Public Services	2025	2029	Non-Homeless Special Needs Public Services		Public Services	CDBG: $569,349	Public service activities other than Low/Moderate Income Housing Benefit: 5,500 Persons Assisted
6	4A. Small Business Assistance Programs	2025	2029	Non-Housing Community Development		Economic Development	CDBG: $100,000	Businesses Assisted:5
7	5A. Hurricane	2025	2029	Non-Housing Community		Emergency Preparedness	CDBG: $100,000	Other: 1

				Development				

Table 17 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A. Owner Occupied Housing Rehabilitation
	Goal Description	The City will work towards preserving and developing affordable housing through residential rehabilitation for LMI households. The City will focus its attention on these needs through the following strategies: providing rehabilitation assistance to qualified homeowners; stabilizing housing units that are vacant or in some stage of foreclosure through acquisition, rehabilitation and resale; increasing homeownership opportunities through the resale of rehabilitated units; and homebuyer assistance programs.
2	**Goal Name**	1B. Acquisition for Affordable Housing Dev
	Goal Description	Acquisition of property and vacant land to be rehabilitated for the purpose of affordable housing development for LMI households.
3	**Goal Name**	2A. Public Infrastructure Improvements
	Goal Description	The City will work towards quality of life improvements through the development or redevelopment of public infrastructure in LMI areas. Improvements to infrastructure may include, but are not limited, to streets and roads, sidewalks, public art, ADA modifications and water systems.
4	**Goal Name**	2B. Public Parks and Facilities Improvements
	Goal Description	The City will work towards quality of life improvements through the development or redevelopment of public facilities that target LMI areas. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks.
5	**Goal Name**	3A. Public Services
	Goal Description	This goal will provide for supportive services for LMI citizens and special needs groups and may include services to address homelessness, persons with physical and mental health, seniors, and youth. Specific activities include, but are not limited to, the Senior Transportation program, aftercare programs for LMI, emergency subsidy payments etc.

6	**Goal Name**	4A. Small Business Assistance Programs
	Goal Description	Provide for economic development opportunities that will help assist small businesses. The economic development initiatives will include, but are not limited to, assistance for local businesses such as minority and women owned business enterprises as well as micro-enterprise assistance.
7	**Goal Name**	5A. Hurricane
	Goal Description	Due to the impact of major storms and hurricanes, that may result in extensive damages to property and life within Sunrise the City has made disaster readiness and response programs a high priority.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City anticipates assisting 25 low- to moderate-income households with housing rehabilitation projects throughout the 2025-2029 Consolidated Planning cycle.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The use of lead-based paint was banned in 1978 and therefore housing built before this date are presumed to have a higher risk of lead-based paint. Exposure to peeling lead-based paint can cause lead poisoning; especially if eaten by small children. The County Board of Health screens school-children for lead poisoning. Those at greatest risk would be families living in older units, which may still contain this paint. The City provides for the testing and evaluation for the presence of lead-based paint in all structures built prior to 1978 and requires inspection of units undergoing rehabilitation through the Grants Division's many housing programs.

How are the actions listed above integrated into housing policies and procedures?

The City's "CDBG and HOME Policies and Procedures Manual" provides for the testing and evaluation for the presence of lead-based paint in all structures built prior to 1978. The age of the housing unit is determined by reviewing the Broward County Property Tax Assessors online records.

Upon income certification, every resident is given an educational pamphlet on the dangers of lead-based paint, including the age of homes affected, age group most susceptible, symptoms of EBL and whom to contact if symptoms are evident. Children residing in residences found to have lead-based paint hazards are referred to the Broward County Health Department for screening and treatment.

Prior to construction, every property participating in the Owner-Occupied Residential Rehabilitation Program is screened for lead-based paint hazards in the form of a Tier II Environmental Review. This review identifies the age of the property prior to property inspection. Each substandard housing unit to be rehabilitated is then inspected by a third party Construction Inspector, who will later develop a scope of work to meet the needs of the unit.

If the property was built prior to 1978, A lead-based paint inspection is also performed by a licensed environmental inspector, to screen for lead-based paint hazards. A report with approach, findings, and recommended mitigation strategy is issued to the City's Grants Division and the homeowner by the inspector(s). Should any lead-based paint hazards be identified, the report is provided to the Construction Inspector for review and incorporation in the final scope of work.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City's poverty rate is 11.4% of the population or over 10,861 persons (2019-2023 ACS, S1701). This is a reduction from the 2020-2024 consolidated planning cycle.

The City of Sunrise participates in the *Greater Fort Lauderdale/Broward County Alliance,* the regional economic development agency and *Enterprise Florida*, the statewide economic development entity; and has its own economic development program. The *Alliance* nationally and internationally recruits companies to locate in the County. They provide a full range of business relocation assistance programs and utilize state and local incentive programs to help in this process. There are also Small Business Development Centers at the Community Colleges, Business Incubators, and SBA Small Business Development Centers. This agency also works with a network of educational agencies to provide customized job training programs for the business community. The area's Workforce Development Board also provides job training/employment skills to low-income residents. The State of Florida also provides a wide-range of economic development and job training incentives to new or expanding companies.

Economic development activities are being addressed by the City of Sunrise Economic Development Department and by various Broward County agencies which include the Office of Economic and Small Business Development, The Greater Fort Lauderdale Alliance, Metro Broward for Community Development Financial Institutions (CDFI) funding, and Workforce One Manpower Training. The Broward County School Board also provides job training. Collectively, these programs represent a highly effective anti-poverty program.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City will continue to provide CDBG funding, where appropriate, to support programs that are designed to help families gain self-sufficiency such as childcare programs and job training and creation programs. The following activities are aimed at self-sufficiency.

Actions to Reduce Poverty

The City will take the following steps to promote self-sufficiency and reduce the number of households living below the poverty level:

- Supporting affordable housing preservation and development through Residential Rehabilitation programs.
- Supporting affordable housing preservation and development through purchase assistance programs.
- Providing safe and healthy neighborhoods to live in through public infrastructure improvements.
- Promote self-sufficiency for senior citizens (62+) by providing free transportation to medical and essential services.
- Providing economic development through business assistance programs
- Continue to support homebuyer training programs and homebuyer assistance programs for low- and moderate-income persons.
- Support existing weatherization and energy conservation retrofit programs and encourage new programs that further reduce home and rental unit utility costs.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring

The standards and procedures that will be used to monitor the management and implementation of the City's Consolidated Plan are all applicable laws found in the Code of Federal Regulations, Title 24 which pertains to HUD programs. In addition, HUD's Community Planning and Development Office has a developed a monitoring guide that it uses to monitor grantees. The City will also use this as a standard for monitoring the implementation of the program. Other applicable regulations and policies such as those from the Department of Labor and U.S. Office of Management and Budget, and Office of Fair Housing and Equal Opportunity, Department of Environmental Protection Agency will also be used as the standard for any monitoring tools and procedures developed for housing and community development programs.

Procurement

The Grants Division will follow the City's procurement ordinance including Section 5-182 Additional federally funded ordinance.

Plan Procedures

The Grants Division staff will monitor the City's housing program level of service to ensure that statutory and regulatory requirements are being met and that the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is correct and complete. Periodic monitoring will take place throughout the fiscal year. In addition, City staff will monitor sub-recipients periodically in order to determine that program requirements are being met; and take effective corrective and remedial actions toward sub-recipients who do not comply.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated resources for the FY 2025 funding year include $675,995 in Community Development Block Grant (CDBG) funds.

In addition to CDBG, the City anticipates receiving State Housing Initiative Partnership (SHIP) funds and Home Investment Partnership (HOME) funds through Broward County Consortium. SHIP funds are explained in the additional resource narrative below in this section.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public – federal	Admin and Planning Housing Public Services	675,995	0	0	675,995	2,703,980	The expected amount available remainder of the Consolidated Plan is 4 more years of the annual allocation.
HOME	public – federal	Housing	175,539	0	0	175,539	702,956	Home Investment Partnership (HOME) funds through the Broward County Consortium. The expected amount available remainder of the Consolidated Plan is 4 more years of the annual allocation.

Table 18 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Since its establishment as an entitlement City, the City of Sunrise has successfully leveraged CDBG and HOME (from the Broward HOME Consortium) funding with state and local resources to undertake activities that address the City's priority needs, with an emphasis on creating and maintaining affordable housing City-wide. During FY 2025, the City will leverage CDBG, HOME and its annual allocation of SHIP funding to meet its highest priority needs, as indicated in the 5-Year Consolidated Plan. As the lead agency of the Broward County HOME Consortium, compliance with HOME leveraging requirements will be fulfilled and reported through Broward County.

The leveraging of resources is vital to meeting the needs of the City's low- and moderate-income residents. Doing so ensures that all applicants are provided comprehensive support. To date, the City has been successful in leveraging CDBG and HOME funds with state-sponsored SHIP funding to increase the total dollars available to its applicants. As such, the City has made a significant impact in the community by achieving its goals and priorities as stated in the Consolidated Plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City continuously assesses what lots may be suitable for the development of in-fill housing and mixed-use development activities in conjunction with local non-profit agencies and developers. All City-owned inventory has been mapped as part of the State's requirement that the City maintain a printed inventory of locally owned land suitable for affordable housing. The City's Affordable Housing Advisory Board reviews this information annually.

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A. Owner Occupied Housing Rehabilitation	2025	2029	Affordable Housing		Affordable Housing Preservation & Development	CDBG: $353,966	Homeowner Housing Rehabilitated: 5 Household Housing Unit
2	2B. Public Parks and Facilities Improvements	2025	2029	Non-Housing Community Development		Improvements to Public Infrastructure/Facilities	CDBG: $100,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
3	3A Public Services	2025	2029	Non-Homeless Special Needs Public Services		Public Services	CDBG: $86,830	Public Service activities other than Low/Moderate Income Housing Benefit: 1,100 Persons Assisted

Table 2 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A. Owner Occupied Housing Rehabilitation
	Goal Description	The City will work towards preserving and developing affordable housing through residential rehabilitation for LMI households. The City will focus its attention on these needs through the following strategies: providing rehabilitation assistance to qualified owners; stabilizing housing units that are vacant or in some stage of foreclosure through acquisition, rehabilitation and resale.
2	**Goal Name**	2A. Public Infrastructure Improvements
	Goal Description	The City will work towards quality of life improvements through the development or redevelopment of public facilities that target LMI areas. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks.
3	**Goal Name**	3A. Public Services
	Goal Description	This goal will provide for supportive services for LMI citizens and special needs groups and may include services to address homelessness, persons with physical and mental health, seniors, and youth. Specific activities include, but are not limited to, the Senior Transportation program, aftercare programs for LMI, emergency subsidy payments etc.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following outlines those projects and activities which will be funded with the $675,995 of CDBG resources the City anticipates receiving for the 2025 program year. These projects are based on priority needs outlined in the City's 5-Year Consolidated Strategic Plan.

#	Project Name
1	CDBG 2025: Program Administration
2	CDBG 2025: Residential Rehabilitation
3	CDBG 2025: Public Services
4	CDBG 2025: Public Infrastructure Improvements

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Affordable housing programs, such as Owner-Occupied Residential Rehabilitation, will continue to be a priority for the City, as cost burden is by far the most significant housing challenge in the City. According to the 2019-2023 ACS data, 48% of homeowners with a mortgage and 68.8% of renters were housing cost burdened – spending more than 30% of their income on housing. Even among homeowners without a mortgage, 26.8% still face being cost burdened. In total, this amounts to over 17,692 households affected. This is consistent with broader trends seen across southeast Florida.

Senior Transportation will continue to be a priority need as it ensures access to medical services and helps to promote self-sufficiency and aging in place. According to the 2023-2025 American Community Survey, approximately 19% of the City's population is 65 years of age and over 12% of residents have a disability. The City remains committed to supporting its most vulnerable populations

While, CDBG funding levels are anticipated to continue to gradually increase through the Consolidated Plan cycle, there continues to be a high need for affordable housing in the City as evidenced by the high percentage of cost burdened households. The City also recognizes Senior Transportation as a priority need to ensure the quality of life of elderly residents in Sunrise. In order create the greatest possible impact for its low- to moderate-income residents, the City will continue to leverage state and federal funding sources to mitigate this need and will continue advocacy for affordable housing on local, state and federal levels.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG: Program Administration
	Target Area	
	Goals Supported	1A. Owner Occupied Housing Rehabilitation 2B. Public Parks and Facilities Improvements 3A. Public Services
	Needs Addressed	Affordable Housing Preservation & Development Improvements to Public Infrastructure/Facilities Public Services
	Funding	CDBG: $135,199
	Description	Planning and administration funds used to support the Residential Rehabilitation, Public Service, and Public Facilities activities
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Administration of CDBG program activities (HUD Matrix Code: 21A): $135,199
2	**Project Name**	CDBG: Residential Rehabilitation
	Target Area	
	Goals Supported	1A. Owner Occupied Housing Rehabilitation

	Needs Addressed	Affordable Housing Preservation & Development
	Funding	CDBG: $353,966
	Description	The Housing Rehabilitation project will fund the Residential Rehabilitation activity for a minimum of five (5) low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will also fund delivery costs associated with the Residential Rehabilitation program. This activity will be carried out on a Citywide basis.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 5 low to moderate income households will benefit from the Minor Home Repair program.
	Location Description	Citywide
	Planned Activities	Planned activities include Owner-Occupied Rehabilitation activities through the Residential Rehabilitation program and related Service Delivery Costs (HUD Matrix Code: 14A): $353,966
3	**Project Name**	CDBG 2025: Public Services
	Target Area	
	Goals Supported	3A. Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $86,830
	Description	The CDBG Public Services project will provide funding for public service activities benefiting the LMI and special needs

		population. Activities may include, but are not limited to, the Senior Transportation program, aftercare programs for LMI, emergency subsidy payments, etc.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 1,100 persons will benefit from proposed public service activity.
	Location Description	Citywide
4	**Planned Activities**	Planned activity is Senior Transportation (HUD Matrix Code: 05A), Aftercare programs for LMI (05D) and Emergency Subsidy Payments (05Q): $86,830
	Project Name	CDBG 2025: Public Infrastructure/Facilities Improvements
	Target Area	
	Goals Supported	2B. Public Parks and Facilities Improvements
	Needs Addressed	Improvements to Public Infrastructure/Facilities
	Funding	CDBG: $100,000
	Description	The City will work towards quality of life improvements through the development or redevelopment of public infrastructure and facilities that target LMI areas. Improvements to infrastructure may include, but are not limited to, streets and roads, sidewalks, public art, ADA modifications and water systems. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks.
	Target Date	9/30/2026
	Estimate the number and type of families	An estimated 10,000 persons living in LMI Areas will be assisted through this project and its associated activities.

that will benefit from the proposed activities	
Location Description	LMI Areas throughout the City
Planned Activities	Improvements to infrastructure may include, but are not limited to, streets and roads, sidewalks, public art, ADA modifications and water systems. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Low-Mod Census Tracts and Block Groups

The City of Sunrise also determines project locations using HUD CDBG Low- to Moderate-Income Summary Data (LMISD) which helps to guide the City where low- to moderate-income block group tracts are located. HUD defines a low- to moderate-income area as a block group having 51% or greater low- to moderate-income population. The map below identifies the low- moderate income areas and will be utilized to plan for CDBG activities throughout the City. In addition to the HUD LMISD data, the City determines need and location of special projects based on need and demand of its residents, as well as the condition of existing resources.

The City's low- to moderate income Census block group tracts are: 60113.2, 60115.1, 60115.3, 60117.1, 60117.2, 60117.3, 60117.4, 60119.2, 60203.1, 60203.2, 60206.1, 60203.3, 60207.1, 60207.2, 60207.3, 60208.1, 60208.2, 60208.3, 60209.1, 60209.2, 60211.2, 60211.3, 60214.1, 60214.2, 60214.3, 60215.2, 60215.3, 70304.1

Geographic Distribution

Target Area	Percentage of Funds
N/A	N/A

Table 21 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City will allocate its Community Development Block Grant (CDBG) funds primarily Citywide, with the exception being Public Infrastructure Improvement activities throughout the City's low- to moderate-income areas, as listed above.

Discussion

AP-85 Other Actions – 91.420, 91.220(k)

Introduction

The Community Development Block Grant (CDBG) program, established in 1974, is designed to help communities remain viable by providing decent housing, a suitable living environment, and expanded economic opportunities principally for low- to moderate-income (LMI) persons. The City of Sunrise has been an entitlement City for the U.S. Department of Housing and Urban Development's (HUD) CDBG program since 1988.

The City of Sunrise is a municipality within Broward County located in southeast Florida. Sunrise is comprised of 18.12 square miles, 16.2 miles of land and 0.22 square miles of water area. As of the 2023 Census data, the Sunrise population is 96,633 and has been growing at a rate of (3.4%) since 2020. The median household income for the study area was $72,107, compared to the state of Florida with a median of $71,711. (2019-2023 Census' American Community Survey (ACS) 5-Year Estimate)

Sunrise has a minority-majority population: 23% of residents (21,899) are white-non-Hispanic; 33% of residents (31,861) are black, non- Hispanic, including African-Americans and persons of Caribbean descent; 36% of residents (34,670) are Hispanic or Latino.

Actions planned to address obstacles to meeting underserved needs

Affordable housing programs, such as Owner-Occupied Residential Rehabilitation, will continue to be a priority for the City, as cost burden is by far the most significant housing challenge in the City. According to the 2019-2023 ACS data, 48% of homeowners with a mortgage and 68.8% of renters were housing cost burdened – spending more than 30% of their income on housing. Even among homeowners without a mortgage, 26.8% still face being cost burdened. In total, this amounts to over 17,692 households affected. This is consistent with broader trends seen across southeast Florida.

Senior Transportation will continue to be a priority need as it ensures access to medical services and helps to promote self-sufficiency and aging in place. According to the 2023-2025 American Community Survey, approximately 19% of the City's population is 65 years of age and over 12% of residents have a disability. The City remains committed to supporting its most vulnerable populations

As evidenced by the growth of annual allocations from the previous Consolidated Plan cycle, CDBG funding levels are anticipated to continue to increase gradually in the 2025-2029 Consolidated Plan cycle. Although these increased allocations do indicate a relief from the aggressive funding reductions seen in program years 2005 through 2012, the

restoration of funds is not proportionate to the rising cost of housing expenses in the City. In order create the greatest possible impact for its low- to moderate-income residents, the City will continue to leverage state and federal funding sources to mitigate the impact of these fluctuations. Additionally, the City will continue its dynamic advocacy of affordable housing on local, state and federal levels.

Actions planned to foster and maintain affordable housing

The City will continue to foster and maintain affordable housing through its Owner-Occupied Residential Rehabilitation program. In addition, the City will continue to support increased homeownership among LMI residents by using annual HOME allocations received from participation in the Broward County HOME Consortium to support a City-wide Purchase Assistance program. Consistent with past performance, City staff will continue to seek out new and innovative approaches to providing affordable housing.

Actions planned to reduce lead-based paint hazards

In accordance with federal regulations, all participating property owners are notified of the hazards of lead-based paint and of the symptoms associated with lead-based contamination. Additionally, lead-based paint inspections are performed on all residences constructed prior to 1978. A copy of the Environmental Protection Agency (EPA)'s *Protect Your Family from Lead in Your Home* pamphlet along with *the Lead-Safe Certified Guide to Renovate Right* brochure is given to each household prior to construction.

Actions planned to reduce the number of poverty-level families

The City's primary focus remains on the development and maintenance of its affordable housing stock in an effort to ease housing cost burden for low- to moderate-income families City-wide. As such, the majority of City's annual CDBG, HOME (via the Broward County HOME Consortium) and state funded SHIP allocations are targeted towards Residential Rehabilitation and Purchase Assistance programs which directly impact the City's most vulnerable populations. Where City resources are unable to assist, staff continues to coordinate referrals with local public and private entities who are able to provide additional, specialized programs and resources.

Actions planned to develop institutional structure

The Grants Division of the Finance & Administrative Services Department is responsible for the Planning and Administration of the CDBG Consolidated Strategic Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER) and all other federal cross-cutting requirements associated with the CDBG program. Departmental staff meets with the Affordable Housing Advisory Board on a quarterly basis. In addition, the City remains an active participant in monthly HOME Consortium meetings

Actions planned to enhance coordination between public and private housing and social service agencies

The City has outlined in its Comprehensive Plan an Intergovernmental Coordination Element goal which is outlined below.

Intergovernmental Coordination Element Goal:

Objective 1. To initiate and/or participate in processes and procedures necessary to ensure coordination, effectiveness and efficiency in decisions regarding development activities and service provision in the City of Sunrise.

Objective 2. Coordination of Level of Service (LOS) Standards: The City of Sunrise, in cooperation with the appropriate federal, state, county and other local governmental agencies, shall encourage the appropriate coordinated level of service (LOS) facilities and services.

Objective 3. Development Impacts on Other Public Agencies: The City of Sunrise shall continue to provide for coordination in the development approval process and in the review of development proposals which may impact other public agencies.

Objective 4. Collaborative Planning: The City of Sunrise shall support and coordinate with the establishment and implementation of joint processes for collaborative planning and decision making on population projections, public school siting, the location of public facilities subject to concurrency and the siting of facilities with countywide significance.

Each objective has a set of specific policies written to help ensure the objectives are met. The Comprehensive plan can be viewed in full at the City's website: https://www.sunrisefl.gov/departments-services/community-development/planning/City-s- comprehensive-plan

Discussion

The City also maintains coordination as discussed above:

- Membership in local and state organizations
- Participation by City staff on boards, committees and agencies
- Discussions at committees supported by the City

The City is a member of the Broward County HOME Consortium. The HOME Consortium administers federal HOME funds across the county to member consortium municipalities in which Sunrise is a recipient of these funds. These are the primary vehicles for coordination based on available staff resources.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

There are no urgent need projects where existing conditions pose a serious and immediate threat to the health and welfare of the community.

Appendix - Alternate/Local Data Sources

1	**Data Source Name** 2019 - 2023 ACS 5-Year Estimates
	List the name of the organization or individual who originated the data set. US Census Bureau
	Provide a brief summary of the data set. The American Community Survey (ACS) is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than $400 billion in federal and state funds are distributed each year. The ACS is accessed through the Census website, which provides data about the United States, Puerto Rico and the Island Areas.
	What was the purpose for developing this data set? Information from the ACS help determine how more than $400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Sunrise, FL
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019-2023 ACS 5-Yr Estimates
	What is the status of the data set (complete, in progress, or planned)? Complete
2	**Data Source Name** 2018-2022 ACS 5-Year (Workers), 2022 LEHD (Jobs)
	List the name of the organization or individual who originated the data set. 2018-2022 ACS and 2022 Longitudinal Employee-Household Dynamics: United States Census Bureau

	Provide a brief summary of the data set. The American Community Survey (ACS) is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than $400 billion in federal and state funds are distributed each year. The ACS is accessed through the Census website, which provides data about the United States, Puerto Rico and the Island Areas. The Longitudinal Employer-Household Dynamics (LEHD) program is part of the Center for Economic Studies at the U.S. Census Bureau. The LEHD program produces new, cost effective, public-use information combining federal, state and Census Bureau data on employers and employees under the Local Employment Dynamics (LED) Partnership.
	What was the purpose for developing this data set? ACS: Information from the ACS help determine how more than $400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs. LEHD: Information from the LEHD help state and local authorities who increasingly need detailed local information about their economies to make informed decisions. The LEHD Partnership works to fill critical data gaps and provide indicators needed by state and local authorities. LEHD's mission is to provide new dynamic information on workers, employers, and jobs with state-of-the-art confidentiality protections and no additional data collection burden.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Sunrise, FL
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2018 - 2022 ACS and 2022 Longitudinal Employee-Household Dynamics: United States Census Bureau
	What is the status of the data set (complete, in progress, or planned)? Complete
3	**Data Source Name** Bureau of Labor Statistics
	List the name of the organization or individual who originated the data set. Bureau of Labor Statistics (BLS)

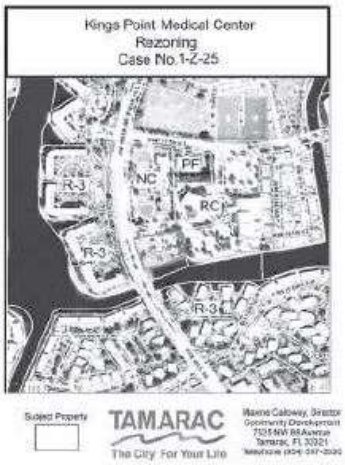
	Provide a brief summary of the data set. BLS unemployment rates are from the BLS Local Area Unemployment Statistics (LAUS). This program produces monthly and annual employment, unemployment, and labor force data for Census regions and divisions, States, counties, metropolitan areas, and many cities, by place of residence.
	What was the purpose for developing this data set? The purpose of the BLS data is to collect, analyze, and disseminate essential economic information to support public and private decision making.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Sunrise, FL
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019, 2020
	What is the status of the data set (complete, in progress, or planned)? Complete

NOTICE OF REZONING CHANGE

THE CITY OF TAMARAC Planning Board proposes to recommend adoption of the following by Ordinance, and the City Commission proposes to adopt the following by Ordinance:

Temp. Ordinance. No. **2592**:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 2.04 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED AS PARCEL B, KINGS POINT PROFESSIONAL PLAZA PLAT, AS RECORDED IN PLAT BOOK 114, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, FROM THE CURRENT RC (RECREATION) ZONING CLASSIFICATION TO R-3 (MULTI-FAMILY RESIDENTIAL) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED WITHIN THE KINGS POINT CLUBHOUSE DEVELOPMENT AT THE KINGS COURT BUILDING AT 7600 N NOB HILL ROAD TO ALLOW FOR A CLINIC, MEDICAL, URGENT CARE, OR DENTAL USE AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 1-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



A Public Hearing on the ordinance will be held by the **Planning Board** on **Wednesday, June 4, 2024,** at or after **9:00 a.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

A Public Hearing on the ordinance will be held by the **City Commission** on **1st Reading** on **Wednesday, June 25, 2025, at or after 9:30 a.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

A Public Hearing on the ordinance will be held by the **City Commission** on **2nd Reading** on **Wednesday, July 9, 2025, at or after 7:00 p.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

The Draft Ordinance may be viewed in the Community Development Department located at 7525 NW 88 Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

In accordance with the Procedures for Quasi-Judicial Proceedings contained in Chapter 2, Article X, Section 2-370 and Chapter 10, Section 10-5.3(I)(2) of the City of Tamarac Code of Ordinances, all affected persons will be allowed to present evidence at the hearing, bring forth witnesses, and cross examine witnesses provided they notify and file the required forms provided by the City Clerk's office at least seven (7) calendar days prior to the proceeding.

Pursuant to Chapter 286.0105 Florida Statutes: If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at the following number: 711.

KIMBERLY DILLON, CMC
City Clerk

PUBLIC NOTICE

CITY OF SUNRISE, FLORIDA

Pre-Development Public Hearing
FY2025 – 2029 Consolidated Plan
FY 2025 Annual Action Plan – Fourth Year
Community Development Block Grant (CDBG)
Home Investment Partnerships Program (HOME)

The City of Sunrise is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. The City of Sunrise anticipates receiving $675,995 in CDBG funding in the 2025 Program Year, as well as being recipients of an additional allocation of approximately $175,739 in 2025 HOME Investment Partnerships Program (HOME) funds from Broward County, the lead agency of the Broward County HOME Consortium. These funds will be used to address community development and housing needs throughout the City. In order to receive these funds, the City of Sunrise must develop, adopt, and submit an Annual Action Plan that is consistent with the City's 2025-2029 Consolidated Plan for Housing and Community Development Programs.

Prior to drafting the FY 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan, the city will hold a Public Hearing to gather citizens' views and determine local needs and priorities for the use of these funds.

This Pre-Development Public Hearing will be held on June 4, 2025, at 2:00 p.m., in Multipurpose Room A of the Senior Center, located at 10650 W. Oakland Park Blvd. Sunrise, FL 33351. Interested parties are encouraged to attend and participate.

For additional information about this hearing, please contact the Grants Division at (954) 578-4767.

In accordance with the Americans with Disabilities Act and Florida Statute Section 286.26, persons with disabilities needing special accommodation to participate in this hearing should contact the Office of the City Clerk at least 48 hours prior to the hearing at (954) 450-1050 for assistance.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

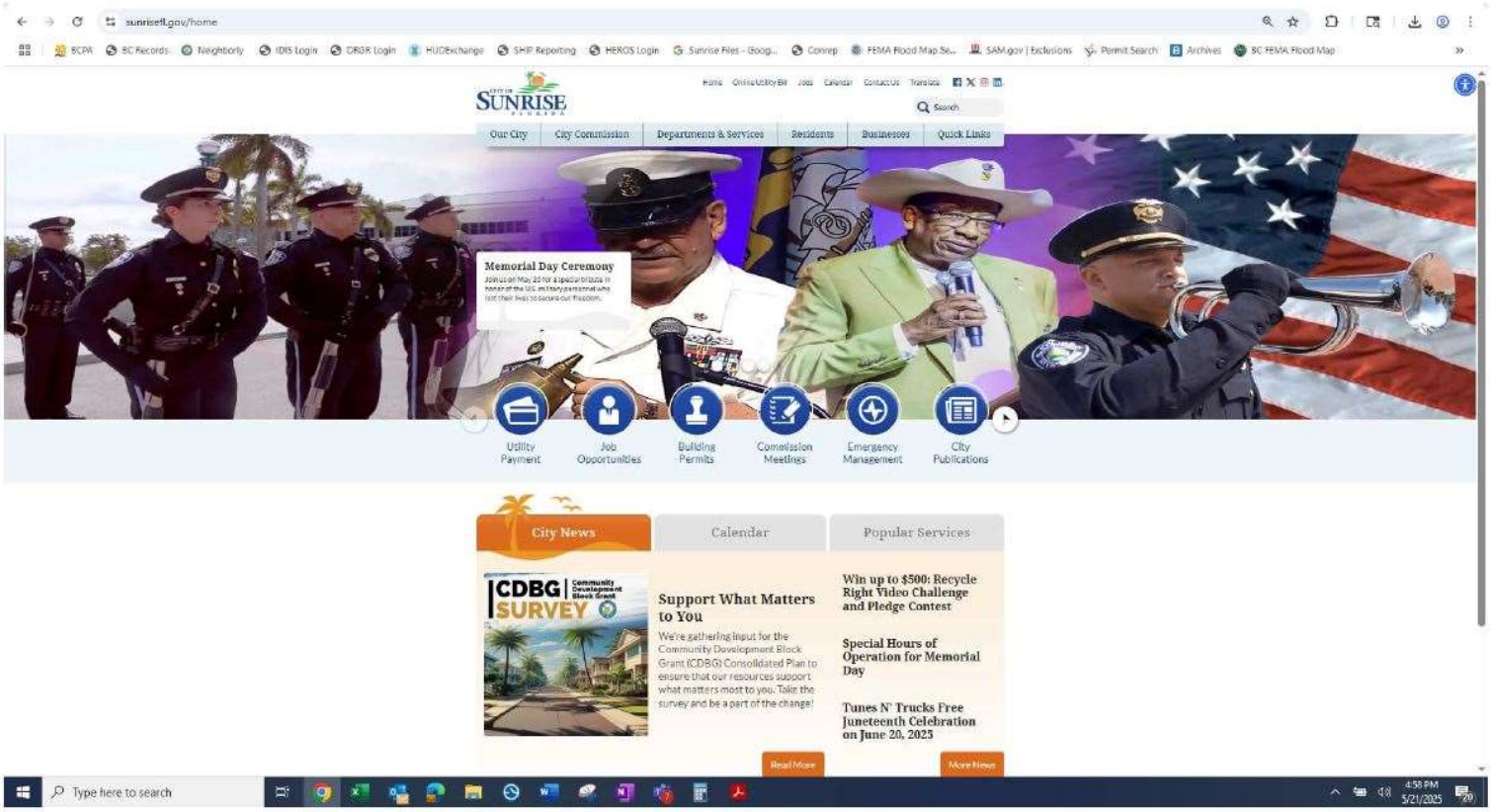
If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See Section 286.0105, Florida Statutes.

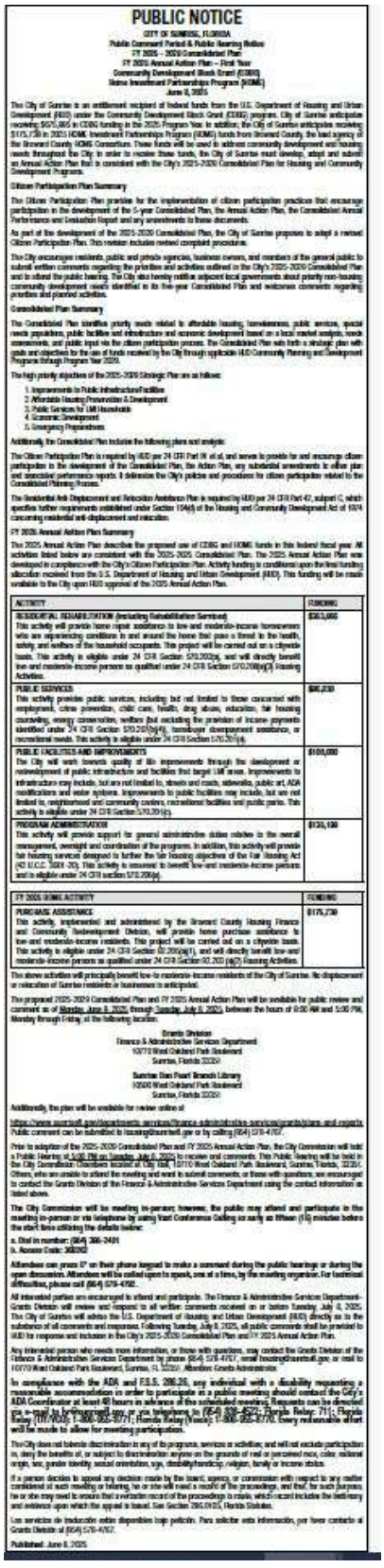
Translation services are available upon request. To request this information, please contact the Grants Division at (954) 578-4767.

Los servicios de traducción están disponibles bajo petición. Para solicitar esta información, por favor contacte al Grants División al (954) 578-4767.

Published: May 20, 2025

Website Print Screen: Survey Posted to City's Website May 20, 2025 through June 7, 2025





PUBLIC NOTICE

CITY OF SUNRISE, FLORIDA
Public Comment Period & Public Hearing Notice
FY 2025 - 2029 Consolidated Plan
FY 2025 Annual Action Plan – First Year
Community Development Block Grant (CDBG)
Home Investment Partnerships Program (HOME)
June 9, 2025

The City of Sunrise is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. City of Sunrise anticipates receiving $625,000 in CDBG funding in this 2025 Program Year. In addition, the City of Sunrise anticipates receiving $175,730 in 2025 HOME Investment Partnerships Program (HOME) funds from Broward County, the lead agency of the Broward County HOME Consortium. These funds will be used to address community development and housing needs throughout the City. In order to receive these funds, the City of Sunrise must develop, adopt and submit an Annual Action Plan that is consistent with the City's 2025-2029 Consolidated Plan for Housing and Community Development Programs.

Citizen Participation Plan Summary

The Citizen Participation Plan provides for the implementation of citizen participation practices that encourage participation in the development of the 5-year Consolidated Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report and any amendments to these documents.

As part of the development of the 2025-2029 Consolidated Plan, the City of Sunrise proposes to adopt a revised Citizen Participation Plan. This revision includes revised complaint procedures.

The City encourages residents, public and private agencies, business owners, and members of the general public to submit written comments regarding the priorities and activities outlined in the City's 2025-2029 Consolidated Plan and to attend the public hearing. The City also hereby notifies adjacent local governments about priority non-housing community development needs identified in its five-year Consolidated Plan and welcomes comments regarding priorities and planned activities.

Consolidated Plan Summary

The Consolidated Plan identifies priority needs related to affordable housing, homelessness, public services, special needs populations, public facilities and infrastructure and economic development based on a local market analysis, needs assessments, and public input via the citizen participation process. The Consolidated Plan sets forth a strategic plan with goals and objectives for the use of funds received by the City through applicable HUD Community Planning and Development Programs through Program Year 2029.

The high priority objectives of the 2025-2029 Strategic Plan are as follows:

1. Improvements to Public Infrastructure/Facilities
2. Affordable Housing Preservation & Development
3. Public Services for LMI Households
4. Economic Development
5. Emergency Preparedness

Additionally, the Consolidated Plan includes the following plans and analysis:

The Citizen Participation Plan is required by HUD per 24 CFR Part 91 et al, and serves to provide for and encourage citizen participation in the development of the Consolidated Plan, the Action Plan, any substantial amendments to either plan and associated performance reports. It delineates the City's policies and procedures for citizen participation related to the Consolidated Planning Process.

The Residential Anti-Displacement and Relocation Assistance Plan is required by HUD per 24 CFR Part 42, subpart C, which specifies further requirements established under Section 104(d) of the Housing and Community Development Act of 1974 concerning residential anti-displacement and relocation.

FY 2025 Annual Action Plan Summary

The 2025 Annual Action Plan describes the proposed use of CDBG and HOME funds in this federal fiscal year. All activities listed below are consistent with the 2025-2029 Consolidated Plan. The 2025 Annual Action Plan was developed in compliance with the City's Citizen Participation Plan. Activity funding is conditional upon the final funding allocation received from the U.S. Department of Housing and Urban Development (HUD). This funding will be made available to the City upon HUD approval of the 2025 Annual Action Plan.

ACTIVITY	FUNDING
RESIDENTIAL REHABILITATION (including Rehabilitation Services) This activity will provide home repair assistance to low and moderate-income homeowners who are experiencing conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 570.202(a), and will directly benefit low-and moderate-income persons as qualified under 24 CFR Section 570.208(a)(3) Housing Activities.	$363,000
PUBLIC SERVICES This activity provides public services, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments) identified under 24 CFR Section 570.201(e)(4), homebuyer downpayment assistance, or recreational needs. This activity is eligible under 24 CFR Section 570.201(e).	$93,750
PUBLIC FACILITIES AND IMPROVEMENTS The City will work towards quality of life improvements through the development or redevelopment of public infrastructure and facilities that target LMI areas. Improvements to infrastructure may include, but are not limited to, streets and roads, sidewalks, public art, ADA modifications and water systems. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks. This activity is eligible under 24 CFR Section 570.201(c).	$100,000
PROGRAM ADMINISTRATION This activity will provide support for general administrative duties relative to the overall management, oversight and coordination of the programs. In addition, this activity will provide fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.C.C. 3601-20). This activity is assumed to benefit low-and moderate-income persons and is eligible under 24 CFR section 570.206(a).	$130,100

FY 2025 HOME ACTIVITY	FUNDING
PURCHASE ASSISTANCE This activity, implemented and administered by the Broward County Housing Finance and Community Redevelopment Division, will provide home purchase assistance to low-and moderate-income residents. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 92.205(a)(1), and will directly benefit low-and moderate-income persons as qualified under 24 CFR Section 92.205 (a)(2) Housing Activities.	$175,730

The above activities will principally benefit low-to moderate-income residents of the City of Sunrise. No displacement or relocation of Sunrise residents or businesses is anticipated.

The proposed 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan will be available for public review and comment on or Monday, June 9, 2025, through Tuesday, July 8, 2025, between the hours of 8:00 AM and 5:00 PM, Monday through Friday, at the following location:

Grants Division
Finance & Administrative Services Department
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

Sunrise Civic Pearl Branch Library
10300 West Oakland Park Boulevard
Sunrise, Florida 33351

Additionally, the plan will be available for review online at:

https://www.sunrisefl.gov/departments-services/finance-administrative-services/grants/plans-and-reports

Public comment can be submitted to housing@sunrisefl.gov or by calling (954) 578-4767.

Prior to adoption of the 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan, the City Commission will hold a Public Hearing at 5:00 PM on Tuesday, July 8, 2025 to receive oral comments. This Public Hearing will be held in the City Commission Chambers located at City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Others, who are unable to attend the meeting and want to submit comments, or those with questions, are encouraged to contact the Grants Division of the Finance & Administrative Services Department using the contact information as listed above.

The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Viet Conference Calling no early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 306-3401
b. Access Code: 308202

Attendees can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4762.

All interested parties are encouraged to attend and participate. The Finance & Administrative Services Department-Grants Division will review and respond to all written comments received on or before Tuesday, July 8, 2025. The City of Sunrise will advise the U.S. Department of Housing and Urban Development (HUD) directly as to the substance of all comments and responses. Following Tuesday, July 8, 2025, all public comments shall be provided to HUD for response and inclusion in the City's 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan.

Any interested person who needs more information, or those with questions, may contact the Grants Division of the Finance & Administrative Services Department by phone (954) 578-4767, email housing@sunrisefl.gov, or mail to 10770 West Oakland Park Boulevard, Sunrise, FL 33351. Attention: Grants Administrator.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate at a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to ADAcoordinator@sunrisefl.gov, or via telephone to (954) 838-4622; Florida Relay: 711; Florida Relay (TTY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See Section 286.0105, Florida Statutes.

Los servicios de traducción están disponibles bajo petición. Para solicitar esta información, por favor contacte al Grants Division al (954) 578-4767.

Published: June 9, 2025

Public Comments

No comments have been received on the FY 2025 – 2029 Consolidated Plan or FY 2025 Annual Action Plan. Any comments received in the future will be provided to the local U.S. Department of Housing and Urban Development (HUD) Field Office for inclusion in the plans.

CITIZEN PARTICIPATION PLAN

FOR FEDERAL FUNDS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Prepared by:
City of Sunrise, Florida
Grants Division
Finance & Administrative Services Department
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
(954) 572-2315

Submitted to:
Community Planning and Development Division, Miami Field Office
U.S. Department of Housing and Urban Development
909 SE First Avenue, Suite 500
Miami, FL 33131-3028

DRAFT

Pending Approval & Submission

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Introduction

Each year, the City of Sunrise receives funding through the US Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) grant program.

As a requirement for receiving these funds, the City must complete several planning and reporting reports to be submitted to HUD for approval. These reports include:

1) Five Year Consolidated Plan (ConPlan);

2) Analysis of Impediments to Fair Housing Choice (AI);

3) Annual Action Plan (AAP);

4) Consolidated Annual Performance Evaluation Report (CAPER);

5) Citizen Participation Plan; and

6) A Substantial Amendment to any of the above plans or reports (as defined below)

Citizen Participation is an integral part of the planning process for the Consolidated Submission for all Community Planning and Development Programs (CPD). Much of the citizen participation process involves scheduling, publicizing, and conducting public meetings and hearings. HUD, to ensure adequate opportunity for participation by program beneficiaries, has prescribed minimum Citizen Participation, plan submission, performance reporting, and record maintenance requirements. These Citizen Participation Requirements are established in 24 Code of Federal Regulations (CFR) Part 91.105.

The City's Grants Division staff is available to discuss program activities, facilitate obtaining information and facilitate qualifying for eligible program benefits. All current program materials and documents are readily available and easy to understand. Throughout the planning process, City staff consults with other governmental and nonprofit organizations that provide housing and community development related services to determine program services and potential benefits for City residents.

The CDBG program is administered by the Grants Division of the Finance & Administrative Services Department. The local citizen participation process generally includes a yearly series of well-advertised public meetings to review the Annual Action Plan and the Consolidated Annual Performance Evaluation Report as well as any amendments or changes to the Consolidated Plans. All meetings and public hearings are advertised in accordance with applicable HUD, State and local regulations. Public notices for environmental procedures and project related purposes are also part of the citizen participation process.

Public Notice

To encourage low- and moderate-income persons to attend and participate, the annual community public meetings and public hearings are held at times and locations convenient to potential and actual beneficiaries with the presence of interpreters, signers for the hearing-impaired, and large-print handouts if and when staff has been notified of such needs. Grants Division staff also tries to avoid scheduling meetings on nights common with other major events which may require the participation of affected area residents and community leaders.

Public hearings are typically conducted at the Sunrise City Hall, located at 10770 West Oakland Park Boulevard, Sunrise FL 33351. However, public meetings (and in some instances public hearings) may also be held in public venues throughout the community like public libraries and community centers.

All public hearings shall be announced at least five (5) calendar days before the date of the meeting. The Grants Division will utilize the following media to notify program beneficiaries regarding upcoming meetings.

A. Newspaper advertisements, of no smaller than eight (8) point size, are published in adjudicated newspapers of general circulation serving the City. Each publication is published at least five (5) calendar days before the date of the public hearing. The public notices will request that persons who require special or translation services at the hearings provide at least 48 hours advance notice to staff.

B. Public Hearings may also be advertised on the City of Sunrise's website www.sunrisefl.gov/housing.

C. During declared emergency situations, such as pandemics or natural disasters, the requirement to publish the notice and summary in a newspaper of general circulation described above may be suspended. The City shall at a minimum publish public notices on the City of Sunrise's website and promote such advertisements on social media as available. Furthermore, a shorter time period for notification may be allowable by HUD waivers. The timelines adopted will be those established by HUD at the time.

Public Hearings & Public Meetings

At least two public hearings must be held each year. One of which must be held as part of the Consolidated Plan and/or Annual Action Plan and a second public hearing must be held to provide information related to the CAPER which details the City's performance towards meeting annual goals and objectives for the CDBG program.

Additional public meetings may be held at the discretion of City staff to receive citizen feedback regarding CDBG funded plans and activities

Public hearings will serve several purposes and may address the items listed below as relevant and necessary:

1) inform potential recipients of the functions of the Grants Division and its relationship to both the City Commission and HUD;

2) explain the rules and regulations governing the CDBG program;

3) explain how the program relates to the needs of individuals/neighborhoods/non-profit organizations, etc.;

4) provide information regarding the amount of CDBG funds expected to become available;

5) explain the types of eligible activities;

6) discuss the status of previously funded activities;

7) determine citizen's perceived housing and non-housing community development needs and possible activities to address those needs;

8) detail the City's plan to minimize displacement;

9) and receive comments, input and feedback related to each plan and/or report.

During declared emergency situations, such as pandemics or natural disasters, public meetings and hearings may be held in an online capacity as allowed by HUD. In this situation, the ability for public comment will be provided.

Publication of Plans & Reports

The City of Sunrise, Grants Division makes available to the public, the following plans and reports:

1) Five Year Consolidated Plan
2) Analysis of Impediments to Fair Housing Choice (AI)
3) Annual Action Plan
4) Consolidated Annual Performance Evaluation Report (CAPER)
5) Citizen Participation Plan (CPP)
6) A Substantial Amendment to any of the above plans or reports (as defined below)

The publication is made to afford citizens an opportunity to examine the documents' contents, and to provide further opportunity for comments (written and orally) and citizen feedback regarding the proposed document. A brief summary of each plan and/or report is to be published in newspapers of general circulation.

Additionally, all plans and reports, listed above, shall be made available, in their entirety, for further review in the following manner: 1) By email request to Housing@Sunrisefl.gov 2) hard copies available for review at the following locations:

- Grants Division
  Finance & Administrative Services Department
  10770 West Oakland Park Boulevard
  Sunrise FL 333251

- Sunrise Dan Pearl Branch Library
  10500 West Oakland Park Boulevard
  Sunrise FL 33351

In addition, a copy may be made available on the City's website (www.sunrisefl.gov)

A period of no less than thirty (30) days shall be made available for public review and comment for the Consolidated Plan, Annual Action Plan, and the Citizen Participation Plan. The City shall make the Consolidated Annual Performance and Evaluation Report for no less than fifteen (15) days. Substantial Amendments to these Plans available for public comment for a minimum of thirty calendar days (30) for a Consolidated Plans or fifteen (15) calendar days for an Annual Action Plan or Consolidated Annual Performance and Evaluation Report, prior to finalization by City staff. The Analysis of Impediments to Fair Housing Choice does not require a public comment period.

During declared emergency situations, such as pandemics or natural disasters, the public comment period may be shortened, as described by HUD, to as little as five (5) days to accelerate the process. In these cases, public documents may be made available on the City of Sunrise's website only.

Amendments to Plans & Reports

In the event the City needs to make changes to the Consolidated Plan and/or the Annual Action Plan, the City must determine the nature of the required changes and in such cases where the changes are considered substantial, the City must produce what HUD refers to as a Substantial Amendment to the Consolidated Plan and/or Annual Action Plan.

The Substantial Amendment process will occur when the following program changes exist:

To the Consolidated Plan:

1) there is a change to the Priority Needs identified in the Strategic Plan;

2) there is a change to the Goals and Objectives identified in the Strategic Plan;

3) there is a change to the Target Geographies/Areas identified in the Strategic Plan; and

4) new entitlement grants are awarded to the City.

To the Annual Action Plan:

1) there is a change to the Annual Goals and Objectives identified in the Action Plan;

2) there is a change to the Target Geographies/Areas identified in the Action Plan

3) when a Project previously described in the Action Plan is canceled;

4) creation of a new Project not previously described in the Action Plan;

5) the funding allocated to an existing Project is adjusted by fifty percent (50%) or greater; and

6) revision to an existing project which substantially changes the purpose, scope, location, or beneficiaries of the program.

All other changes will be considered revisions (non-substantial) and will be accomplished administratively.

Prior to amending a Consolidated Plan and/or Annual Action Plan, the City will provide citizens with reasonable notice of and opportunity to comment on proposed program changes in its use of Action Plan funds for a project (either funded in whole or in part). This involves a 30-day review period for the Consolidated Plan or a 15-day review period for the Annual Action Plan. A summary of citizen comments or views and the reasons any such comments or views were not accepted will be attached to amendments of the Plan. The City will consider any such comments, and if the grantee deems appropriate, modify the changes.

Citizen Comments & Feedback

During all public meetings and hearings citizens are encouraged to comment or submit written comments to the City of Sunrise, Grants Division concerning the proposed plans, reports and the performance of the Grants Division of the Finance & Administrative Services Department and/or other City departments and entities under contract with the City for the implementation of program related activities. All comments, written and oral, will be accepted and included as part of the citizen participation records for the associated plan and/or report.

Citizens may also provide written and oral comments at public hearings and written feedback via mail or email addressed to the following:

City of Sunrise
Attention: Grants Manager
10770 W. Oakland Park Blvd.
Sunrise FL 33351
Housing@sunrisefl.gov

The Grants Manager may also be reached by telephone for oral comments and email comments at Housing@sunrisefl.gov or by calling (954) 572-2315.

When responses are warranted, written comments regarding any facet of the CDBG program or its implementation in Sunrise will be answered in writing. Unless specific circumstances exist, which prevent immediate action, written replies will be sent consistent with the method of the original communication within fifteen (15) working days, where practical, after receipt of the written comment (or oral comment if made during a public meeting/hearing).

Accessibility of Meetings & Documents

Translation Services

With at least 48 hours advanced notice, translators will be provided at public meetings. Translation services will also be provided for persons who may need assistance reviewing printed documents, reports and/or other related materials. Citizens may contact the Grants Division at (954) 578-2315 at least 48 hours in advance to request such services.

American With Disabilities Act (ADA) - 1973 Rehabilitation Act

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Additional Citizen Participation Activities

Consultation of Area Agencies

Under 24 CFR.91.100 (a)(1) as part of the Consolidated Plan process, the City shall consult with other public and private agencies that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. The City shall also consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws when preparing the Consolidated Plan including participants in Fair Housing organizations, nonprofit organizations that receive funding under the Fair Housing Initiative Program and other public and private fair housing service agencies, to the extent that such entities operate within the jurisdiction. Additionally, the consultation process will include consultation with regional government agencies in addition to adjacent units of general local government and local government agencies. This includes local government agencies with metropolitan-wide planning and transportation responsibilities, partially for problems and solutions that go beyond the City's jurisdiction.

Under 24 CFR.91.100 (c)(1) as part of the Consolidated Plan development process, the City shall also consult with public housing authorities (PHAs) operating within the jurisdiction, such as the Broward County Housing Authority concerning public housing needs and planned activities. This consultation will continue to consider public housing needs, planned programs and activities under the Consolidated Plan as well as strategies for affirmatively furthering fair housing specifically to address any fair housing issues in the public housing and Housing Choice Voucher programs. The consultation process requires the City to address the needs of public housing and, where necessary, the manner in which it will provide financial or other assistance to a troubled PHA to improve the PHA's operations and remove the designation of troubled.

Public Access to Records

The Grants Division of the Finance & Administrative Services Department maintains copies of all plans, reports and amendments for each program year in the department office. Additionally, the Grants Division maintains a library of rules, regulations, and records required by HUD and the City of Sunrise. This library of records may include archives related not only to the plans and reports but also all programmatic documents, meeting notes, written and oral comments received, environmental reviews, office publications, etc.

The City provides for full and timely disclosure of all program records and information consistent with applicable federal, state, and local laws regarding personal privacy and obligations of confidentiality. Upon request, this information is available for public review and copying during normal business hours, provided that the requested document is public information pursuant to applicable federal, state, and local laws. In accordance with the applicable Florida Statutes governing public records, a reasonable notice period must be provided to the City. A reasonable and customary fee may be charged, in order to fulfill copying requests of an extensive nature. Persons needing special assistance in examining program documents should notify the Finance & Administrative Services Department – Grants Division at (954) 578-2315, 48 hours in advance.

Public Access to Data Sources

As part of the Consolidated Plan and the Analysis of Impediments to Fair Housing Choice, the City will utilize HUD provided data sets and mapping tools. When applicable, the City will reference these data sets in plans and reports. This shall provide citizens and community stakeholders the opportunity to review the data utilized to set priority needs, goals and objectives.

Residents of Public and Assisted Housing

Residents of public and assisted housing are stakeholders with HUD in that they receive rental assistance from HUD. These residents are therefore encouraged to participate in the planning and execution of the CDBG program, because they are also eligible to benefit from the expenditure of HUD federal funds. The Broward County Housing Authority does not have any public housing developments in the City at the present time.

Environmental Review

In certain instances, the participation consists of publication of specific actions/findings, including a description of the project, its locations, submission of relevant data to applicable local, state and federal agencies for review and comment, and the Director's approval of federal environmental findings relating to the Request for Release of funds from HUD.

Miscellaneous and Informal Meetings

Grants Division staff may attend and/or conduct miscellaneous meetings and hearings throughout the program year. While many of these meetings are project specific, many others are held at the request of individuals, groups, other City departments or City Commission members for the purpose of disseminating or receiving information about the CDBG program in general, or about issues of specific interest. All meetings held by the Grants Division will be in accordance with all applicable governing regulations. Requests, proposals and questions received during the program year are researched and discussed during applicable local public meetings and during the planning of subsequent programs. This information is on file in the Grants Division and is processed as appropriate to the nature of the specific contact.

Technical Assistance

The City will provide technical assistance to all groups and representatives of persons of very low-, low - and moderate-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the Consolidated Plan. City staff will determine the level and type of assistance in accordance with CDBG program beneficiary and eligible activity regulations. City staff is available for presentations and assistance to all interested parties.

Plans to Minimize Displacement of Persons and to Assist any Persons Displaced

The City of Sunrise, in accordance with the Uniform relocation Assistance and real Property Acquisition Policies Act of 1970, the 1988 Common Rule, and the 1989 Barney Frank Act, will provide relocation assistance, as described in 24 CFR 570.606(b)(2), to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities, as applicable.

Consistent with the goals and objectives of activities assisted under the Act, the City of Sunrise will include, but not be limited to, the following steps to minimize the displacement of persons from their homes, as applicable:

1. Avoid, as much as possible, Action Plan funded projects which permanently displace persons from their homes.

2. Fully advise any residents who may be displaced of their rights and options for relocation benefits as required by federal regulations.

3. Assist displaced residents in filling out any required forms for assistance or to appeal City decisions

regarding displacement or the level of relocation benefits.

Complaints

Citizens wishing to submit a complaint regarding any portion of the citizen participation process and/or development of the CDBG application, Consolidated Plan, Performance Report or amendment to the Consolidated Plan, may do so according to the following procedure:

1. Formal complaints should be submitted in writing to:

City of Sunrise
Finance & Administrative Services Department
Attention: Grants Manager
10770 W. Oakland Park Blvd.
Sunrise FL 33351

The Grants Manager will refer the complaint to the appropriate city staff member for written response regarding the complaint. The written response will be mailed within (15) fifteen business days of the receipt of the complaint.

2. If the complainant is not satisfied with the response of the Grants Manager, the complainant can appeal the decision to the Finance & Administrative Services Department Director. The Director will have thirty (30) business days to review the original complaint, along with the response from the Grants Manager, and respond to the complainant. The Finance & Administrative Services Department Director may take further action, as deemed appropriate, to address the complainant's concerns.

3. If complainants are not satisfied with the decision of the Director of Finance & Administrative Services, a written complaint may be submitted to the HUD Regional Office at:

Field Office Director
U.S. Department of Housing and Urban Development
Miami Office
Brickell Plaza Federal Building
909 SE First Avenue
Room 500
Miami FL 33131-3028

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 07/08/2025

4. Applicant Identifier: 12-0035

5a. Federal Entity Identifier: 59-0944587

5b. Federal Award Identifier: B-25-MC-12-0035

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Sunrise

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-0944587

* c. UEI: G4JMYYE3BF61

d. Address:

* Street1: 10770 West Oakland Park Boulevard
Street2:
* City: Sunrise
County/Parish: Broward
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 33351-6820

e. Organizational Unit:

Department Name: Finance & Administrative Svcs.

Division Name: Grants

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Stephanie
Middle Name:
* Last Name: Hahn
Suffix:

Title: Grants Administrator

Organizational Affiliation: City of Sunrise

* Telephone Number: (954)578-4767
Fax Number: (954)578-4768

* Email: shahn@sunrisefl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant - Entitlement Grants

*** 12. Funding Opportunity Number:**

14.218

* Title:

Community Development Block Grant - Entitlement Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 2025 Annual Action Plan - First Year

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-020 * b. Program/Project: FL-020

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	675,995.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	675,995.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Mark

Middle Name:

* Last Name: Lubelski

Suffix:

* Title: City Manager

* Telephone Number: (954)746-3430 Fax Number: (954)746-3287

* Email: mlubelski@sunrisefl.gov

* Signature of Authorized Representative: * Date Signed:

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

Mr. Mark Lubelski

*Title: City Manager

*Applicant/Recipient Organization:

City of Sunrise, FL

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. 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 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply 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.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Sunrise, FL	

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

City Manager

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____2025_____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

City Manager

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

City Manager

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Not Applicable

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Not Applicable

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Not Applicable _____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SUN-SENTINEL

Sold To:
City of Sunrise / City Clerks Office - CU80093506
10770 W Oakland Park Blvd
Sunrise,FL 33351

Bill To:
City of Sunrise / City Clerks Office - CU80093506
10770 W Oakland Park Blvd
Sunrise,FL 33351

Date: May 22, 2025
Time: 4:49 pm
Department: City Clerk

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on May 20, 2025
2025-2029 Consolidated Plan.5.15.25
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: May 22, 2025.

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

7815926

NEWS BRIEFING

Trump signs 'revenge porn' bill championed in Congress by first lady

From news services

WASHINGTON — President Donald Trump signed the Take It Down Act into law Monday, a measure that imposes penalties for online sexual exploitation that first lady Melania Trump helped usher through Congress. He had her sign it, too, despite what sounded like a mild objection on her part.

"C'mon, sign it anyway," the president told her. "She deserves to sign it."

After she added her symbolic signature, the president showed the document bearing both of their names to the audience at the signing ceremony in the White House Rose Garden.

In March, Melania Trump used her first public appearance as first lady again to go to Capitol Hill to lobby House members to pass the bill following its approval by the Senate.

At the signing ceremony, she called the new law a "national victory" that will help protect children from online exploitation, including the use of artificial intelligence to make fake images.

"AI and social media are the digital candy for the next generation, sweet addictive and engineered to have an impact on the cognitive development of our children," she said. "But unlike sugar, these new technologies can be weaponized, shape beliefs and, sadly, affect emotions and even be deadly."

The president said the proliferation of images made using AI means that "countless women have been harassed with deepfakes and other explicit images distributed against their will." He said what's happening is "just so horribly wrong."

"Today, we're making it totally illegal," Trump said.

The bill makes it a federal crime to "knowingly publish" or threaten to publish intimate images without a person's consent, including AI-created deepfakes. Websites and social media companies will be required to remove such material within 48 hours of a victim requesting it. The platforms must also take steps to delete duplicate content.

Many states have already banned the dissemination of sexually explicit deepfakes or revenge porn, but the Take It Down Act is a rare example of federal regulators imposing limits on internet companies.

Free-speech advocates and digital rights groups say the bill is too broad and could lead to censorship of legitimate images, including legal pornography and LGBTQ content. Others say it could allow the government to monitor private communications and undermine due process.

Combs trial: Singer Dawn Richard told jurors at Sean "Diddy" Combs' sex trafficking trial Monday that the hip-hop mogul threatened to kill her if she told anyone she saw him physically abusing his longtime girlfriend.

Richard testified that Combs made the threat the day after she witnessed the Bad Boy Records founder punch and kick Casandra "Cassie" Ventura after taking a swing at her with a skillet. Richard said he told her and another woman who saw the attack that "we could go missing" if they didn't stay quiet.

Assistant U.S. Attorney Mitzi Steiner asked Richard what she took "we could go missing" to mean.

"That we could die," Richard responded, saying she was shocked because all of this happened just as she was beginning to record with Diddy — Dirty Money, a musical trio with Combs and another R&B singer.

Richard disclosed the alleged threat as she returned to the witness stand to kick off the second week of testimony in Combs' sex trafficking and racketeering trial in Manhattan federal court.

Combs, 55, is accused of exploiting his entertainment powerbroker status to abuse women, including Cassie, through threats and violence for two decades, from 2004 until his arrest in September. He has pleaded not guilty.

Defense lawyer Nicole Westmoreland suggested that Richard was testifying because she was angry at Combs for ending Danity Kane and Diddy — Dirty Money, and because she has a lawsuit against him.

"You felt that Mr. Combs ruined your career not once, but twice?" Westmoreland asked.

"Yes," Richard answered.

Mexican navy ship: The Mexican navy tall ship that struck the Brooklyn Bridge on Saturday night had departed less than 5 minutes before its masts crashed into the historic span, according to a timeline laid out by investigators Monday.

Less than a minute before the Cuauhtemoc training vessel sped backward into the bridge, a radio call went out asking for help from any additional tugboats in the area.

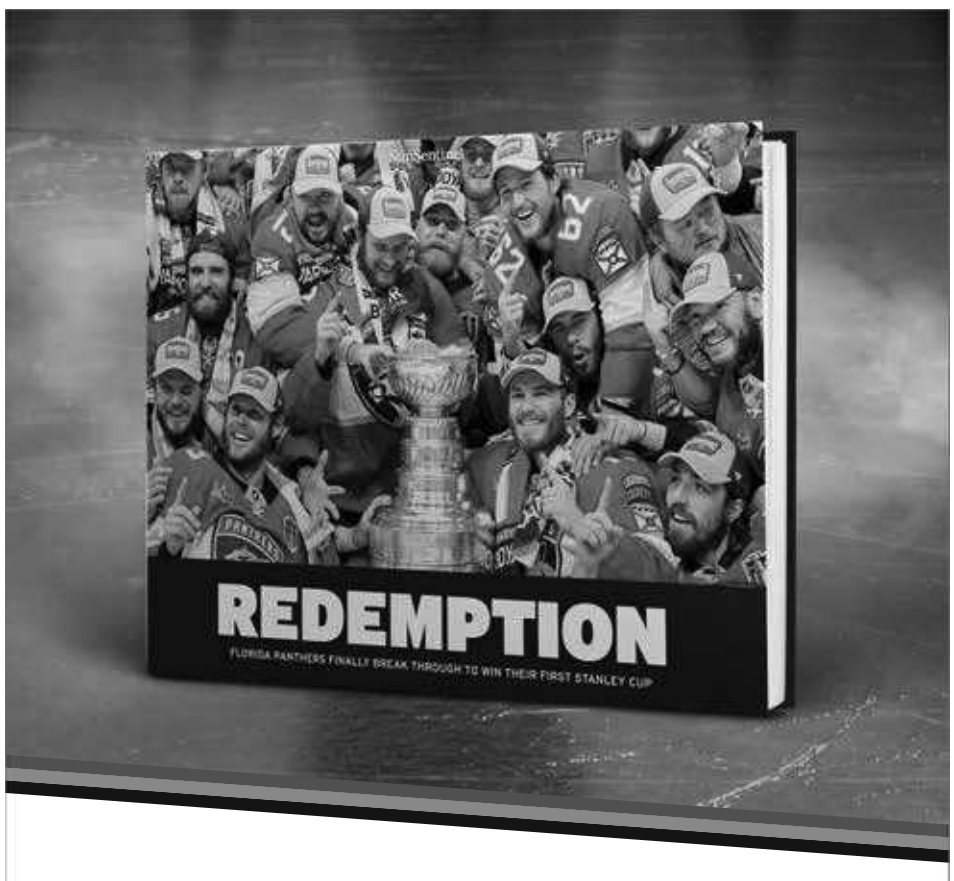
The call asking for assistance was made about 45 seconds before the crash. Officials didn't say where the call asking for assistance from other boats came from.

It also remains unclear whether a mechanical problem, weather or any other issues played a role. NTSB officials said they have not been granted permission to board the ship and they have not interviewed the captain or the tugboat and harbor pilots on the scene.

Severe weather: Forecasters warned Monday that more tornadoes and storms are possible in the central United States as people from Texas to Kentucky cleaned up from severe weather that killed more than two dozen people in four days.

Residents in Kansas and Texas were evaluating damage from storms late Sunday.

The risk of severe storms Tuesday was moving into Alabama, Mississippi and Tennessee, officials said.



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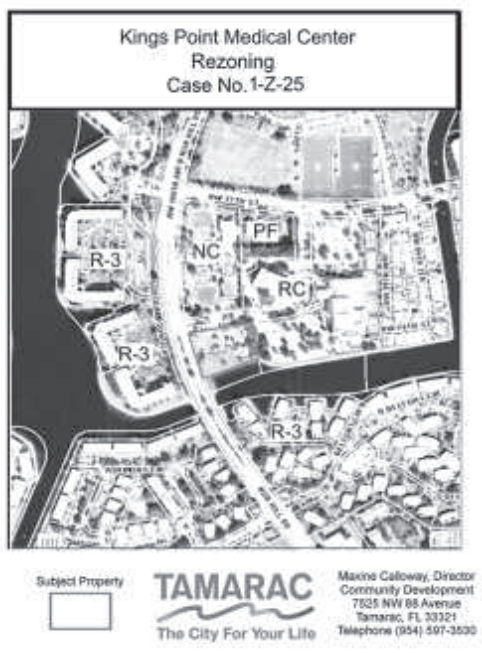
NOTICE OF REZONING CHANGE

THE CITY OF TAMARAC Planning Board proposes to recommend adoption of the following by Ordinance, and the City Commission proposes to adopt the following by Ordinance:

Temp. Ordinance. No. **2592**:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 2.04 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED AS PARCEL B, KINGS POINT PROFESSIONAL PLAZA PLAT, AS RECORDED IN PLAT BOOK 114, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, FROM THE CURRENT RC (RECREATION) ZONING CLASSIFICATION TO R-3 (MULTI-FAMILY RESIDENTIAL) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED WITHIN THE KINGS POINT CLUBHOUSE DEVELOPMENT AT THE KINGS COURT BUILDING AT 7600 N NOB HILL ROAD TO ALLOW FOR A CLINIC, MEDICAL, URGENT CARE, OR DENTAL USE AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 1-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



A Public Hearing on the ordinance will be held by the **Planning Board** on **Wednesday, June 4, 2024,** at or after **9:00 a.m. i**n the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

A Public Hearing on the ordinance will be held by the **City Commission** on **1st Reading** on **Wednesday, June 25, 2025, at or after 9:30 a.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

A Public Hearing on the ordinance will be held by the **City Commission** on **2nd Reading** on **Wednesday, July 9, 2025, at or after 7:00 p.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

The Draft Ordinance may be viewed in the Community Development Department located at 7525 NW 88 Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

In accordance with the Procedures for Quasi-Judicial Proceedings contained in Chapter 2, Article X, Section 2-370 and Chapter 10, Section 10-5.3(l)(2) of the City of Tamarac Code of Ordinances, all affected persons will be allowed to present evidence at the hearing, bring forth witnesses, and cross examine witnesses provided they notify and file the required forms provided by the City Clerk's office at least seven (7) calendar days prior to the proceeding.

Pursuant to Chapter 286.0105 Florida Statutes: If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at the following number: 711.

KIMBERLY DILLON, CMC
City Clerk

PUBLIC NOTICE

CITY OF SUNRISE, FLORIDA

Pre-Development Public Hearing
FY2025 – 2029 Consolidated Plan
FY 2025 Annual Action Plan – Fourth Year
Community Development Block Grant (CDBG)
Home Investment Partnerships Program (HOME)

The City of Sunrise is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. The City of Sunrise anticipates receiving $675,995 in CDBG funding in the 2025 Program Year, as well as being recipients of an additional allocation of approximately $175,739 in 2025 HOME Investment Partnerships Program (HOME) funds from Broward County, the lead agency of the Broward County HOME Consortium. These funds will be used to address community development and housing needs throughout the City. In order to receive these funds, the City of Sunrise must develop, adopt, and submit an Annual Action Plan that is consistent with the City's 2025-2029 Consolidated Plan for Housing and Community Development Programs.

Prior to drafting the FY 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan, the city will hold a Public Hearing to gather citizens' views and determine local needs and priorities for the use of these funds.

This Pre-Development Public Hearing will be held on June 4, 2025, at 2:00 p.m., in Multipurpose Room A of the Senior Center, located at 10650 W. Oakland Park Blvd. Sunrise, FL 33351. Interested parties are encouraged to attend and participate.

For additional information about this hearing, please contact the Grants Division at (954) 578-4767.

In accordance with the Americans with Disabilities Act and Florida Statute Section 286.26, persons with disabilities needing special accommodation to participate in this hearing should contact the Office of the City Clerk at least 48 hours prior to the hearing at (954) 450-1050 for assistance.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See Section 286.0105, Florida Statutes.

Translation services are available upon request. To request this information, please contact the Grants Division at (954) 578-4767.

Los servicios de traducción están disponibles bajo petición. Para solicitar esta información, por favor contacte al Grants División al (954) 578-4767.

Published: May 20, 2025

SUN-SENTINEL

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10770 W Oakland Park Blvd
Sunrise,FL 33351

Bill To:
City of Sunrise / City Clerks Office - CU80093506
10770 W Oakland Park Blvd
Sunrise,FL 33351

Date: Jun 12, 2025
Time: 11:49 am
Department: City Clerk

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
rose williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Jun 08, 2025
Proposed ConPlan 2025-29
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: June 12, 2025.

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

7824025

Newspaper: Sun Sentinel - Palm Beach Advertiser: City of Sunrise / City Clerks Office
Issue Date: Sun, 06/08/25 Ad Number: 7824025-1

PUBLIC NOTICE

CITY OF SUNRISE, FLORIDA
Public Comment Period & Public Hearing Notice
FY 2025 - 2029 Consolidated Plan
FY 2025 Annual Action Plan – First Year
Community Development Block Grant (CDBG)
Home Investment Partnerships Program (HOME)
June 8, 2025

The City of Sunrise is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. City of Sunrise anticipates receiving $675,995 in CDBG funding in the 2025 Program Year. In addition, the City of Sunrise anticipates receiving $175,739 in 2025 HOME Investment Partnerships Program (HOME) funds from Broward County, the lead agency of the Broward County HOME Consortium. These funds will be used to address community development and housing needs throughout the City. In order to receive these funds, the City of Sunrise must develop, adopt and submit an Annual Action Plan that is consistent with the City's 2025-2029 Consolidated Plan for Housing and Community Development Programs.

Citizen Participation Plan Summary

The Citizen Participation Plan provides for the implementation of citizen participation practices that encourage participation in the development of the 5-year Consolidated Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report and any amendments to these documents.

As part of the development of the 2025-2029 Consolidated Plan, the City of Sunrise proposes to adopt a revised Citizen Participation Plan. This revision includes revised complaint procedures.

The City encourages residents, public and private agencies, business owners, and members of the general public to submit written comments regarding the priorities and activities outlined in the City's 2025-2029 Consolidated Plan and to attend the public hearing. The City also hereby notifies adjacent local governments about priority non-housing community development needs identified in its five-year Consolidated Plan and welcomes comments regarding priorities and planned activities.

Consolidated Plan Summary

The Consolidated Plan identifies priority needs related to affordable housing, homelessness, public services, special needs populations, public facilities and infrastructure and economic development based on a local market analysis, needs assessments, and public input via the citizen participation process. The Consolidated Plan sets forth a strategic plan with goals and objectives for the use of funds received by the City through applicable HUD Community Planning and Development Programs through Program Year 2029.

The high priority objectives of the 2025-2029 Strategic Plan are as follows:

1. Improvements to Public Infrastructure/Facilities
2. Affordable Housing Preservation & Development
3. Public Services for LMI Households
4. Economic Development
5. Emergency Preparedness

Additionally, the Consolidated Plan includes the following plans and analysis:

The Citizen Participation Plan is required by HUD per 24 CFR Part 91 et al, and serves to provide for and encourage citizen participation in the development of the Consolidated Plan, the Action Plan, any substantial amendments to either plan and associated performance reports. It delineates the City's policies and procedures for citizen participation related to the Consolidated Planning Process.

The Residential Anti-Displacement and Relocation Assistance Plan is required by HUD per 24 CFR Part 42, subpart C, which specifies further requirements established under Section 104(d) of the Housing and Community Development Act of 1974 concerning residential anti-displacement and relocation.

FY 2025 Annual Action Plan Summary

The 2025 Annual Action Plan describes the proposed use of CDBG and HOME funds in this federal fiscal year. All activities listed below are consistent with the 2025-2025 Consolidated Plan. The 2025 Annual Action Plan was developed in compliance with the City's Citizen Participation Plan. Activity funding is conditional upon the final funding allocation received from the U.S. Department of Housing and Urban Development (HUD). This funding will be made available to the City upon HUD approval of the 2025 Annual Action Plan.

ACTIVITY	FUNDING
RESIDENTIAL REHABILITATION (including Rehabilitation Services) This activity will provide home repair assistance to low-and moderate-income homeowners who are experiencing conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 570.202(a), and will directly benefit low-and moderate-income persons as qualified under 24 CFR Section 570.208(a)(3) Housing Activities.	**$353,966**
PUBLIC SERVICES This activity provides public services, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under 24 CFR Section 570.207(b)(4)), homebuyer downpayment assistance, or recreational needs. This activity is eligible under 24 CFR Section 570.201(e).	**$86,830**
PUBLIC FACILITIES AND IMPROVEMENTS The City will work towards quality of life improvements through the development or redevelopment of public infrastructure and facilities that target LMI areas. Improvements to infrastructure may include, but are not limited to, streets and roads, sidewalks, public art, ADA modifications and water systems. Improvements to public facilities may include, but are not limited to, neighborhood and community centers, recreational facilities and public parks. This activity is eligible under 24 CFR Section 570.201(c).	**$100,000**
PROGRAM ADMINISTRATION This activity will provide support for general administrative duties relative to the overall management, oversight and coordination of the programs. In addition, this activity will provide fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.C.C. 3601-20). This activity is assumed to benefit low-and moderate-income persons and is eligible under 24 CFR section 570.206(a).	**$135,199**

FY 2025 HOME ACTIVITY	FUNDING
PURCHASE ASSISTANCE This activity, implemented and administered by the Broward County Housing Finance and Community Redevelopment Division, will provide home purchase assistance to low-and moderate-income residents. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 92.205(a)(1), and will directly benefit low-and moderate-income persons as qualified under 24 CFR Section 92.203 (a)(2) Housing Activities.	**$175,739**

The above activities will principally benefit low-to moderate-income residents of the City of Sunrise. No displacement or relocation of Sunrise residents or businesses is anticipated.

The proposed 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan will be available for public review and comment as of Monday, June 9, 2025 through Tuesday, July 8, 2025, between the hours of 9:00 AM and 5:00 PM, Monday through Friday, at the following location.

Grants Division
Finance & Administrative Services Department
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

Sunrise Dan Pearl Branch Library
10500 West Oakland Park Boulevard
Sunrise, Florida 33351

Additionally, the plan will be available for review online at

https://www.sunrisefl.gov/departments-services/finance-administrative-services/grants/plans-and-reports
Public comment can be submitted to housing@sunrisefl.gov or by calling (954) 578-4767.

Prior to adoption of the 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan, the City Commission will hold a Public Hearing at 5:00 PM on Tuesday, July 8, 2025 to receive oral comments. This Public Hearing will be held in the City Commission Chambers located at City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Others, who are unable to attend the meeting and want to submit comments, or those with questions, are encouraged to contact the Grants Division of the Finance & Administrative Services Department using the contact information as listed above.

The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

All interested parties are encouraged to attend and participate. The Finance & Administrative Services Department–Grants Division will review and respond to all written comments received on or before Tuesday, July 8, 2025. The City of Sunrise will advise the U.S. Department of Housing and Urban Development (HUD) directly as to the substance of all comments and responses. Following Tuesday, July 8, 2025, all public comments shall be provided to HUD for response and inclusion in the City's 2025-2029 Consolidated Plan and FY 2025 Annual Action Plan.

Any interested person who needs more information, or those with questions, may contact the Grants Division of the Finance & Administrative Services Department by phone (954) 578-4767, email housing@sunrisefl.gov, or mail to 10770 West Oakland Park Boulevard, Sunrise, FL 33351, Attention: Grants Administrator.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

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If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See Section 286.0105, Florida Statutes.

Los servicios de traducción están disponibles bajo petición. Para solicitar esta información, por favor contacte al Grants División al (954) 578-4767.

Published: June 8, 2025

Florida quickly appeals injunction against law

Measure aimed at kids' social media

By Jim Saunders
News Service of Florida

TALLAHASSEE — Florida Attorney General James Uthmeier quickly appealed after a federal judge Tuesday issued a preliminary injunction blocking a 2024 state law aimed at keeping children off social-media platforms.

Uthmeier, who is the defendant in a lawsuit filed by two tech-industry groups, filed a notice of appealing Chief U.S. District Judge Mark Wilson's ruling to the 11th U.S. Circuit Court of Appeals.

As is common, the notice did not detail arguments Uthmeier will make at the Atlanta-based appeals court. Uthmeier also is battling Snap Inc., the operator of Snapchat, in a separate lawsuit about whether the social-media company has violated the law.

The law, which was one of the biggest issues of the 2024 legislative session, seeks to prevent children under age 16 from opening social-media accounts on certain platforms — though it would allow parents to give consent for 14- and 15-year-olds to have accounts. Children under 14 could not open accounts.

The law does not directly identify which platforms would be affected by the regulations.

But it includes a definition of such platforms, with criteria related to such things as algorithms, "addictive features" and livestreaming. Walker's ruling Tuesday said, for example, it would apply to Snapchat and YouTube, which is owned by Google.

In the ruling, Walker said the law likely violates First Amendment rights, siding with arguments raised by the industry groups NetChoice and the Computer & Communications Industry Association. The groups filed the lawsuit in October.

Walker anticipated in Tuesday's ruling that Uthmeier would appeal the preliminary injunction to the Atlanta-based appeals court.

He declined to put his ruling on hold while the appeal plays out.

"Defendant has every right to appeal, and this court sees no reason to delay defendant in seeking an appeal by requiring him to move to stay," Walker wrote.

Supporters of the law (HB 3) have argued it targets addictive features of social-media platforms that harm children. But Walker pointed, in part, on the role of parents in policing social-media use by their children.

"An established principle in the First Amendment context is that enabling individuals to voluntarily restrict problematic content at the receiving end is preferred over restricting speech at the source," Walker wrote in a 58-page ruling. "In this context, that means that parents are best positioned to make the appropriately individualized determinations about whether or when their children should use social media platforms, and if so, which platforms and under what conditions."

The preliminary injunction applies statewide, but it came amid wrangling in a separate lawsuit that Uthmeier filed in April in state court in Santa Rosa County contending the operator of Snapchat has violated the law.

"Despite being subject to HB 3, Snap contracts with and provides accounts to Florida users who it knows are younger than 14," the lawsuit said. "It also fails to seek parental consent before contracting with and providing accounts to Florida users who it knows are 14 or 15 years old. Snap is openly and knowingly violating HB 3, and each violation constitutes an unfair and deceptive trade practice under FDUTPA (a state law known as the Florida Deceptive and Unfair Trade Practices Act)."

The lawsuit was transferred from state court to federal court through what is known as "removal" by Snap. The company last week asked Walker to put the lawsuit on hold while the broader case filed by NetChoice and the Computer & Communications Industry Association plays out.

If Walker doesn't issue a stay, Snap argued the judge should dismiss the lawsuit.

"The statute categorically bars individuals under age 14 from creating accounts on the websites it covers and requires parental consent for 14- and 15-year-olds, infringing on protected speech of minors," Snap's attorneys wrote. "As numerous courts have concluded, requiring minors to obtain parental consent before accessing 'social media' abridges First Amendment rights."

But Uthmeier is trying to get the lawsuit moved back to state court. Walker said in Tuesday's decision he would not rule on Snap's request to put the lawsuit on hold until after he decides whether to send it back to Santa Rosa County.

Next

from Page 3

down as president of Michigan to take the UF post, on his past positions on diversity, equity and inclusion policies and his handling of campus protests over the war in Gaza. Those who voted against him made it clear his views — though he claimed they'd shifted — did not fit with their conservative beliefs nor Florida's conservative education policies.

Now, UF heads back to the drawing board for its president search, a first since the state established the Board of Governors in 2003.

The university has yet to provide information on how it will proceed.

After Tuesday's meeting, university leaders and Ono declined to answer reporters' questions, quickly exiting the room at the University of Central Florida's downtown Orlando campus.

On Thursday, UF trustee chair Mori Hosseini — who sat next to Ono during his hours-long questioning on Tuesday — called the vote "deeply disappointing" but also offered no specifics on what comes next.

"Our board of trustees stands by the integrity of the search, the strength of the candidates it produced and the principles that guided our work," said Hosseini, at a UF board of trustees meeting in Gainesville. "This outcome is deeply disappointing to our board of trustees."

Ono is a respected molecular immunologist who also served as president at University of British Columbia and University of Cincinnati.

UF Student Body President Blake Cox spoke in support of Ono before the board voted him down, saying he would help improve UF's status among the best universities in the country. UF is ranked seventh nationally among public universities while Michigan, where Ono was previously president, is ranked third.

"The UF degree will be on the walls of over 10,000 new people every year, myself included, and with an accomplished leader like Dr. Ono, these degrees will become even more valuable as UF ascends to top five and beyond," Cox said.

Gov. Ron DeSantis appointed the majority of members on both UF's board of trustees, which unanimously voted to hire Ono, and the board of governors, which rejected him. DeSantis also signed a law outlawing DEI initiatives and other policies he derisively called "woke" at state colleges and universities.

He did not weigh in ahead of the vote and after it his office said only that DeSantis appointed conservative members to the board of governors and had confidence in their abilities.

UF's interim president Kent Fuchs could continue in his role overseeing the 60,000-student university until it finds another candidate. Fuchs' contract says if a permanent president is not picked by the end of July, then UF and Fuchs will negotiate an extension.

Before being asked to step in as interim president last year, Fuchs was UF's president from 2015 to 2023, predating DeSantis and his slew of higher-education appointees. Fuchs was a provost at Cornell University, and was appointed by former President Barack Obama to serve on the National Science Board.

But some professors fear university presidents like Fuchs are going out of style in Florida.

"The path for the next UF presidential candidate is extremely narrow — they would have to make a pretense of 'viewpoint diversity' while also genuflecting at a narrow ideological viewpoint altar," Meera Sitharam, a UF professor and the president of its faculty union, said in an emailed statement.

Ono seemed to backtrack on his record at Michigan during the board's questioning, but many on social media noted that flip-flopping on key issues wasn't likely to win over people on either side of culture-war debates.

"If you're willing to sell your soul to try and appease them, then I'm sorry but you deserve whatever they do to you," wrote Neil Lewis Jr, a professor and administrator at Cornell who earned his doctorate at Michigan, in a post about Ono on Bluesky.

Weineck, the Michigan professor, said Florida will likely end up hiring "some lackey" to be UF's next president instead of someone like Ono.

In the last several years, the trend in Florida's universities has been to hire former legislators or DeSantis allies as president.

Former Lieutenant Gov. Jeanette Nuñez, former state lawmaker Manny Diaz Jr. and former Speaker of the Florida House Richard Corcoran all were tapped, some as recently as in the past month, to be presidents at Florida universities.

University presidents need to be autonomous from state politics, Weineck said, and the constant interference from Tallahassee will deter them.

"People who cherish their own intellectual, political, ideological independence would not consider going to a place where that independence is more or less outlawed now," she said.

But Florida conservatives, such as Sen. Rick Scott and Rep. Byron Donalds, celebrated Ono's downfall.

Scott called the board's vote the "right decision" on social media.

"UF's students, faculty, and staff deserve a president who will stand for Florida values and against antisemitism," Scott wrote on X.

Donalds, R-Naples, also said on X that the board made the right decision, and he thanked Christopher Rufo for "exposing" Ono's "far-left record & alerting the public."

Rufo led the effort in Florida and nationally to end DEI at universities and is now a DeSantis-appointed trustee at New College of Florida in Sarasota, which the state is trying to remake into a conservative, classical liberal arts college.

He did not respond to a request for comment but has been among the most vocal conservative voices against Ono on social media. He called Ono's nomination a "colossal mistake" by UF.

"There needs to be a new process that brings in conservative leaders," he wrote on X.

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Brotherz Liquor at Pine Plaza Shops

Item Number: 13A **Meeting Date:** 7/8/2025

City Reference Number (C#): C25059

Item Description:

Special Exception - Board of Adjustment Meeting June 3, 2025 Passed 7-0

A Resolution of the City of Sunrise, Florida, Granting a Special Exception Use Permit for a Liquor and Alcoholic Beverage Store located at 4529 N. Pine Island Road; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (Item Pulled on CCM 6/24/2025, Passed 5-0).

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25059
Exhibit A - Staff Report
Letter of Intent
Site Photographs
Public Notice
Letter to Applicant
Legal Ad

Background:

This is an application for Special Exception use approval of a proposed liquor and alcoholic beverage store known located at 4505 - 4579 N. Pine Island Road (Unit# 4529) within the Pines Plaza Shoppes, as shown on the location map in the attached Staff Report. The property is zoned B-3, the General Business District, and the underlying land use is Commercial on the City's Future Land Use Map. This Special Exception application requires City Commission approval per Subsection 16-36 of the Land Development Code for a Special Exception.

Staff finds this application meets all applicable Land Development Code requirements for approval of the Special Exception. Therefore, Staff recommends approval subject to the following conditions prior to issuance of a Business Tax Receipt:

1. Obtain a liquor license issued from the State of Florida Department of Business Regulation, Division of Alcoholic Beverages and Tobacco and provide a copy to the Planning Division.
2. Post, in a highly visible area, a sign reading, "WARNING. DRINKING WINE, BEER OR OTHER ALCOHOLIC BEVERAGES DURING PREGNANCY CAN CAUSE BIRTH DEFECTS."

The applicant has voluntarily committed to the following conditions, which will be required as a part of this use's approval, and will be completed prior to issuance of a Business Tax Receipt to improve the health, safety, and welfare:

3. Deploy a multi-camera CCTV system.
4. Installation of height marker decals along the doorframes at the entrance and exit.
5. Install a monitored alarm system.
6. Register under the City of Sunrise "Trespass Program."
7. Require all employees be trained on safety measures regarding underage drinking, substance and alcohol abuse.
8. Maintain the following hours for the liquor store: Monday through Saturday between 10:00 a.m. and 9:00 p.m. and Sundays from 10:00 a.m. to 7:00 p.m.

In addition, the project site property owner has voluntarily committed to:

9. The execution and recordation of a Declaration of Restrictive Covenants regarding prohibited uses within the subject Pines Plaza Shoppes shopping center, proffered by the applicant in a form acceptable to the City of Sunrise. The proffered restricted uses include: Nightclub, Teen Nightclub, Adult Entertainment and Convenience Store. This voluntary commitment was included with the proposed special exception application.

Staff completed an open building permit and code violation search. There are no open or expired building permits. There are eight (8) active City Code violations.

For more information on this item, including any of the attachments to this item or additional backup information, please contact the Community Development staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Matt Goldstein Phone: 954-746-3291

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, GRANTING A SPECIAL EXCEPTION USE PERMIT FOR A LIQUOR AND ALCOHOLIC BEVERAGE STORE LOCATED AT 4529 N. PINE ISLAND ROAD; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CONDITIONS OF APPROVAL; PROVIDING FOR THE TERM OF THE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 16-36 of the Code of Ordinances of the City of Sunrise, Florida (City Code), Brotherz Liquor Store LLC (Applicant), has applied to the City Commission for approval of a special exception use permit for a liquor and alcoholic beverage store located at 4529 N. Pine Island Road, within the Pines Plaza Shoppes.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval of Special Exception Use Permit. Pursuant to Application No. SE-000005-2025 (85:80028), the issuance of a special exception use permit for a liquor and alcoholic beverage store is approved. The Applicant, the property owner, and their successors and assigns shall comply with all staff recommendations and conditions set forth in the Community Development Department's Staff Report to the City Commission, including those listed in the Staff Recommendation to the Board of Adjustment section. A copy of the Staff Report is attached to and made a part of this Resolution as Exhibit A.

Section 3. Violation of Conditions. Pursuant to Section 16-36(h) of the City Code, failure to adhere to the terms and conditions of approval shall be considered a violation of the City Code, and persons found violating the conditions shall be subject to the penalties prescribed by the City Code.

Section 4. Term. In accordance with Section 16-36(e) of the City Code, this special exception use permit shall be effective for a period of eighteen (18) months from

the effective date of this Resolution, during which time an active building permit or a business tax receipt must be issued consistent with this Resolution for this special exception use permit to remain in effect. In accordance with Section 16-36(i), if, for any reason, the approved special exception use ceases or is discontinued for a period of one (1) year or more, the property shall not thereafter be used for that special exception use without the subsequent approval of a new special exception use application.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STAFF REPORT

BROTHERZ LIQUOR – LIQUOR STORE (SPECIAL EXCEPTION)

Summary

This is an application for Special Exception use approval of a proposed liquor store located within the existing Pines Plaza Shoppes shopping center specifically at 4529 N. Pine Island Road, as shown on the location map. The property is zoned B-3 (General Business District) and the underlying land use is C (Commercial) on the City's Future Land Use Map. The use requires City Commission approval per Subsection 16-79(d) of the Land Development Code (LDC) for a Special Exception.

General Information

The Pines Plaza Shoppes ("Plaza"), formerly "Pine Island Plaza" and "Old Florida Plaza", Site Plan was originally approved by the City of Sunrise City Commission on October 8, 1985, via Resolution No. 82-265. The Plaza has received variances for setbacks, landscaping and parking, as well as several Special Exception use approvals for various tenants over the years. Current tenants within the Plaza include a grocery store, retail uses, public assemblies, medical offices, restaurants and beauty salons.

Along the west side of the property is a lake zoned R/OS (Recreation/Open Space District) and a multi-family residential development zoned RM-10 (Low Medium Multifamily Residential District). North of the property is a multi-family residential development zoned RM-10. To the east of the property are single-family dwelling units and a utilities facility (within the City of Lauderhill). To the south of the property is a gas station/repair shop zoned B-3, lake zoned R/OS, and RM-10 residential across the lake.

The proposed liquor store will be located within an approximate 1,600 square foot unit. Pursuant to Section 16-79 of the Land Development Code, special exception use approval is required for the liquor store.

Project Description

Section 3-1 of the Code of the City of Sunrise (the "City Code") requires a separation distance of 600 feet between a merchant of alcoholic beverages and any existing place of worship, public or private school, and public park. However, if said merchant is located within a shopping center existing prior to May 8, 2012, the place of worship separation requirement is not applicable. The Plaza existed prior to May 8, 2012 and therefore the places of worship separation distance is not applicable. There are no schools or public

parks within 600 feet of the proposed liquor store. Therefore, the proposed liquor store use complies with the distance separation requirements of the City Code.

The proposed liquor store's hours of operation will be Sunday through Thursday 10:00 a.m. to 12:00 a.m. and Friday through Saturday 10:00 a.m. to 2:00 a.m., complying with City Code Section 3-4. The store will also provide signage as required by City Code Section 3-6 regarding the dangers of alcohol consumption. In addition, all employees will be required to complete Restricted Sale Item Training concerning responsible alcohol sales. To assist in ensuring safety, CCTV, burglar alarms, motion detectors and height markers will be installed in the liquor store. In addition, the applicant has voluntarily agreed to support and register with the City of Sunrise's Trespass Program. The property owner has also voluntarily committed to restrict the entire shopping plaza to prohibit Nightclub, Teen Nightclub, Adult Entertainment and Convenience Store uses via a Restrictive Covenant.

Staff Evaluation

The applicant has addressed the criteria established in Section 16-36(d) of the LDC for the granting of a Special Exception use as follows:

IMPACT ON SURROUNDING PROPERTIES: The applicant states the approval of the Special Exception will not negatively affect nearby neighborhoods as the location is within the existing shopping plaza, nor will it interfere with the daily operations or rights of plaza's existing stores. The addition of the liquor store will blend seamlessly within the area's uses. Brotherz Liquor Store LLC is committed to securing a safe environment for the community, including minors and will implement policies to prohibit minors from entering the store. The store will post visible signs at the entrance clearly stating that ID checks are mandatory and customers under the age of twenty-one (21) will not be permitted to enter. Brotherz Liquor Store LLC will ongoingly participant in the City of Sunrise "Trespass Program" as well. Additionally, in line with responsible retail practices, all staff will be trained to recognize and enforce these policies. Training for staff will also include Restricted Sale Item training. This will be completed prior to the issuance of a Business Tax Receipt (BTR).

TRAFFIC: The applicant states the addition of Brotherz Liquor Store LLC will contribute to increased foot traffic and overall business volume for the entire plaza. No changes are required to the parking lot or exterior, as the proposed store is part of the existing footprint within the Plaza. Traffic will not be an issue as the Plaza's existing infrastructure is well equipped to accommodate the traffic flow. Additionally, nearby customers can conveniently walk or bike to the plaza.

COMPREHENSIVE PLAN: The applicant states the proposed liquor store use is consistent with the following portions of the City of Sunrise Comprehensive Plan:

Future Land Use Goal 2: Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida region.

Future Land Use Objective 2.2: Commercial Intensity: Regulate the location, use, type and intensity of commercial acreage.

Future Land Use Policy 2.2.1: The City of Sunrise Land Development Code (LDC) further regulates the intensity of commercial use by the establishment of several commercial zoning districts and providing that some commercial uses be allowed by special exception only

Property Rights Element Policy 1.1.2: The City will consider in its decision-making the right of a property owner to use, maintain, develop, and improve the property owner's property for personal use or for the use of any other person, subject to the stat laws and local ordinances.

The applicant states that each Policy and Goal noted above, as per the City of Sunrise Comprehensive Plan, is relevant with the proposed project. Brotherz Liquor Store LLC will directly contribute to providing a varied commercial location for the shopping needs of the residents in the community and surrounding areas. The project will not affect the intensity of the commercial acreage as the store is part of an already established commercial shopping plaza. Furthermore, the applicant states that approving the Special Exception will provide convenience to the residents and visitors to the area. From the subject property, the closet liquor store is over a mile away. The proposed Special Exception will also be frequented by the same customers shopping within the shopping center.

Brotherz Liquor Store LLC aims to collaborate with the local community to develop creative products that are popular in the area. By partnering with local events, it hopes to establish a strong and lasting connection with the community.

OTHER FACTORS: The applicant states that for added security, a CCTV system with remote monitoring will be installed to watch the interior and exterior of the liquor store. Motion detectors and alarm systems will be in place and tested regularly. A height marker will be mounted near the door to provide easy height identification of any individual entering or exiting the store.

Brotherz Liquor Store LLC will observe all Federal and Forida regulations. The applicant is prepared to meet all requirements for a Special Exception approval and has a goal to create a sense of community with other local businesses and residents. The applicant plans to build a loyal customer base and work towards stimulating new growth in the area and they are excited about the prospect of successfully integrating in the Plaza and the City of Sunrise.

Staff Recommendation to the Board of Adjustment, June 3, 2025

Staff finds this application meets all applicable LDC requirements for the granting of Special Exception use. Therefore, Staff recommends approval subject to the following conditions prior to issuance of Business Tax Receipt:

1. Obtain a liquor license issued from the State of Florida Department of Business Regulation, Division of Alcoholic Beverages and Tobacco and provide a copy to the Planning Division.
2. Post, in a highly visible area, a sign reading, "WARNING. DRINKING WINE, BEER OR OTHER ALCOHOLIC BEVERAGES DURING PREGNANCY CAN CAUSE BIRTH DEFECTS."

The applicant has voluntarily committed to the following conditions, which will be required as a part of this use's approval, and will be completed prior to issuance of Business Tax Receipt to improve the health, safety and welfare:

3. Deploy a multi-camera CCTV system.
4. Installation of height marker decals along the doorframes at the entrance and exit.
5. Install a monitored alarm system.
6. Register under the City of Sunrise "Trespass Program."
7. Require all employees be trained on safety measures regarding underage drinking, substance and alcohol abuse.
8. Maintain the following hours for the liquor store: Sunday through Thursday 10:00 a.m. to 12:00 a.m. and Friday through Saturday 10:00 a.m. to 2:00 a.m.

In addition, the project site property owner has voluntarily committed to:

9. The execution and recordation of a Declaration of Restrictive Covenants regarding prohibited uses within the subject Pines Plaza Shoppes shopping center, proffered by the applicant in a form acceptable to the City of Sunrise. The proffered restricted uses include: Nightclub, Teen Nightclub, Adult Entertainment and Convenience Store. This voluntary commitment was included with the proposed special exception application.

Board of Adjustment Recommendation, June 3, 2025

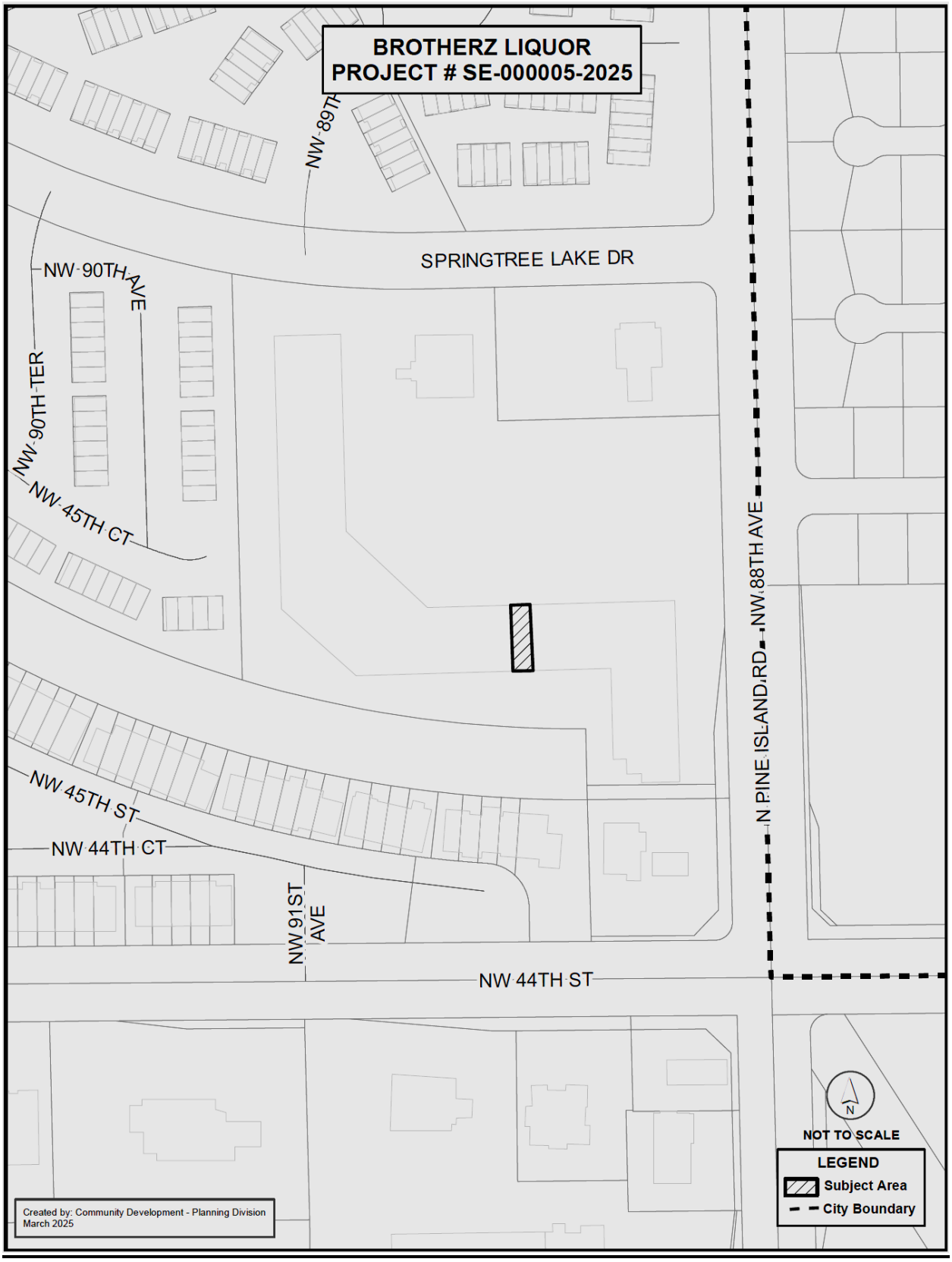
At its meeting on June 3, 2025, the Board approved Staff's recommendation subject to the conditions listed above.

Final Staff Recommendation to the City Commission, June 24, 2025

Staff recommends the approval of this application subject to the conditions listed above.

Planner: Matt Goldstein
File No. SE-000005-2025 (85:80028)

Location Map



Henry Joaceus
2754 W Oakland Park Blvd
Fort Lauderdale, FL33311

Community Development Department-Planning Division
10070 West Oakland Park Boulevard,
Sunrise, FL 33351

City of Sunrise
Community Development Department
MAR 14 2025
RECEIVED

My Brotherz Liquor at Pine's Plaza Shop's
Special Exception
October 4th, 2024

My Brotherz Liquor, LLC ("Petitioner") is a tenant of the Pine's Plaza Shop's at 4529 North Pine Island Road. Which is generally located at the intersection of 44th Street and North Pine Island Road, within the city of Sunrise. The property is located within the Pine's Plaza Shops open-air retail center that currently includes a variety of uses, such as a barber shop, smoke shop, grocery store, chiropractors' office, restaurants, nail salon, among others. This letter is a segment of the application request for special exception approval with the City of Sunrise. The intended purpose of the application is to open a full retail liquor store. To develop the Project as proposed, Petitioner respectfully requests special exception approval to allow a liquor and alcoholic beverage store.

Prior to opening, the Applicant will provide a liquor license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco. A copy of the issued license will be provided to the City of Sunrise Planning Division.

As a business entrepreneur with plenty of experience managing various businesses in neighboring South Florida cities, I believe the location that I have chosen in the City of Sunrise will hold high value for both my business and the surrounding plaza.

The addition of Brotherz Liquor Store LLC will provide convenience and value, complementing the ongoing residential construction nearby and the existing landowners with the Sunrise community. The goal is to create a unique and personable shopping experience at Pines Plaza Shops. The presence of a liquor store in the shopping center will offer a wider range of different shopping options in the area. This ensures that local spending remains within the community. Setting up new and diverse stores contributes to maintaining a robust local economy and provides other local businesses with opportunities to grow in the area.

Details about the store operating procedures are included.
Brotherz Liquor Store LLC is a full retail liquor store offering a wide selection of beer, wine, and liquor. The store will operate seven days a week. The proposed operating hours are Sunday through Thursday 10 am to 12 am, and extended hours on the weekends will be, Fridays and Saturdays, from 10 am to 2 am. Inside the store, it will feature shelving and refrigeration for retail. There will be attractive product displays for the customers and vendors souvenirs. Creative bundles and exhibits for special calendar events will boost collaborations with other local businesses. Mainly, no major modifications are needed within the rented store layout.

It is important to note that the Liquor Store has several alcohol sale safety measures in place. Signage around the store will promote responsible and safe drinking. A minimum of two to a maximum of six employees, will be working in the store at a given time. The Liquor Store will

adhere to the City of Sunrise Code Section 3-6, which requires signage warning of the danger of consuming alcoholic beverages during pregnancy. All employees will be proficient in ID verification. Additionally, all customers are required to provide identification for the purchase of any alcohol or tobacco product. When checking out, the cashier is required to visually inspect the customer's identification and confirm the customer is of legal age for the sale. All employees are required to complete necessary training such as the Restricted Sale Item Training. This Training includes the above referenced policy on checking identification and the cashier's responsibility to prevent sales to minors. Brotherz Liquor Store's staff will be fully committed to ensuring that alcohol products are not sold to minors.

Delivery times will vary throughout the week, but this will not disrupt other stores in the plaza. All deliveries will be directed to the rear of the store to avoid traffic disruption in front of the store. The liquor store is committed to maintaining high standards of cleanliness and safety within the building and surrounding community.

Surveillance cameras will be installed both inside and outside of the store. Loitering will be discouraged with the camera monitoring system. Additionally, Brotherz Liquor Store LLC will sign up with the city's No Trespass program to further ensure safety. Maintaining a secure store environment is our top priority.

A liquor store in this location requires special exception approval from the city. According to Section 16-36(d) of the City's Land Development Code, the applicant must meet special criteria:

1. ***Impact on surrounding properties:*** ***An otherwise lawful activity may, because of its location, interfere with the property rights of adjacent landowners by creating an unreasonable disruption to the area by way of increased noise, light, storage and use of dangerous materials, intensity of development and other reasons. It is the intent of this section that each application for approval of a special exception use be evaluated in light of the unique characteristics of the neighborhood in which it is to be located and the positive and negative effects that it will have on that neighborhood and the community in general. Special consideration is to be given to the affect that the propose.***

An approval of the Special Exception will not bring forth any negative effects to nearby neighborhoods as the location is within a shopping plaza. Nor will the store interfere with the other existing stores daily operations or rights. The addition of the liquor store will blend seamlessly within the areas uses. Brotherz Liquor Store LLC is committed to securing a safe environment for our community including minors. Furthermore, we will implement policies to prohibit minors from entering the store such as clear signage. Brotherz Liquour Store LLC will post visible signs at the entrance that clearly specifies that ID checks are mandatory and customers under 21 are not allowed. To uphold this commitment, Brotherz Liquor Store LLC will ongoingly participate in the City of Sunrise "Trespass Program". This will be completed prior to the issuance of a Business Tax receipt. Additionally, in the line with responsible retail practices, we will ensure all staff are trained to recognized to enforce these policies. Training will include the Restricted Sale Item Training.

2. ***Traffic:*** ***Consideration will be given to the volume and type of vehicular traffic associated with such use, particularly its impact on residential streets.***

The new addition of Brotherz Liquor Store LLC will contribute to increased foot traffic and overall business volume for the entire plaza. However, the store will minimize the disruption to the daily operations of any of the existing stores. No changes are required to the parking lot or exterior, as it is part of the existing footprint within the plaza. Traffic will not be an issue, as the plaza's existing infrastructure is well equipped to accommodate the traffic flow. Additionally, nearby customers can conveniently walk or bike to the plaza.

3. <u>Comprehensive plan:</u> Conformity to goals, objectives and policies of the Sunrise Comprehensive Plan.

Land Use Element

- Goal 2: Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida Region.
- Objective 2.2: Commercial Intensity: Regulate the location, use, type and intensity of commercial acreage.
- Policy 2.2.1: The City of Sunrise Land Code (LDC) further regulates the intensity of commercial use by the establishment of several commercial zoning districts and providing that some commercial uses be allowed by special exemption only.

Property Rights Element

- Policy 1.1.2: The City will consider in its decision making the right of a property owner to use, maintain, develop and improve the property owner's property for personal use or for the use of any other person, subject to state law and local ordinances.

Each Policy and Goal noted above, as referenced from the City of Sunrise Comprehensive Plan, is relevant with the proposed project. Brotherz liquor store will directly contribute to providing a varied commercial location for the shopping needs of the residents in the community and surrounding areas. The project will not affect the intensity of the commercial acreage as the store is proposed to be a part of an already established commercial shopping plaza. Approving the Special Exception will provide a convenience to the residents and visitors to the area. From the Property, the closest liquor store is over a mile away. The proposed special exception will be frequented by the same customers shopping within the shopping center.

Brotherz Liquor Store aims to collaborate with the local community to develop creative products that are popular in the area. By partnering with local events, we hope to establish strong and lasting connections with the community.

4. <u>Other factors:</u> Any additional factors or considerations which may be reasonably calculated to materially affect public health, safety and welfare; these must be explicitly stated in the motion to approve or deny.

For added security, a CCTV system with remote monitoring will be installed to watch the interior and exterior of the liquor store. Motion detectors and alarm systems will be in place and tested regularly. A height marker will be mounted near the door to provide easy height identification of any individual entering or exiting the store.

Brotherz Liquor Store LLC will observe all Federal and Florida regulations. We are prepared to meet all requirement s for special exception approval. As mentioned in the letter, our goal is to create a sense of community with other local businesses and residents. Together we can build a loyal customer base and work towards stimulating new growth in the area. I am excited about the prospect of successfully integrating into the Pines Plaza Shops and the City of Sunrise.

5. <u>B-6 District intensity and density:</u> As set forth in subsection 16-79(f), certain intensities and densities for B-6 uses shall be determined pursuant to the special exception process. In determining conformance with the intent of subsection 16-79(f) entitled "Use, intensity, site design and procedural regulations for the B-6 District," consideration shall be given to the language contained in that section. These intensity and density regulations are not intended to limit any rights which may exist under existing development orders.

The Property is located within the B-3, General Business, zoning district. Therefore, this criterion is inapplicable.

Best Regards

Henry Joaceus

SPRINGTREE LAKE DRIVE

BROTHERZ LIQUORS LLC

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X(N) = FACING NORTH
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X(S) = FACING SOUTH
X(W) = FACING WEST
0 = BROTHERZ LIQUORS LLC
Store # 4529

PINE ISLAND SHOPPING PLAZA

PINE ISLAND ROAD
(N.W. 88th AVENUE)

NOTICE OF PUBLIC HEARING

The City has received an application for approval of a **Special Exception** for a retail use that is near your home or business. You are receiving this notice because you own property within 500 feet of this location. The proposed project is located at 4529 N Pine Island Road, Sunrise, Florida, as shown on the attached map. City staff has determined that this application meets all applicable code requirements. **Therefore, it will be placed on the quasi-judicial consent agenda for City Commission action at its meeting on TUESDAY, June 24, 2025 commencing at 5:00 P.M. This meeting will occur in the Sunrise City Hall Commission Chambers located at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, FL 33351.** This item may be recessed or tabled from this meeting to another meeting.

This application is on file in the Community Development Department of the City of Sunrise, located at 10770 W. Oakland Park Boulevard, 2nd Floor, Sunrise, FL, and may be viewed by any interested person Monday through Friday (excluding City holidays) between 9:00 a.m. and 4:30 p.m. or requested via AskZoning@sunrisefl.gov.

The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to comment during public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

You may be an "Affected Party," which is someone who will suffer an adverse effect to a legally recognizable interest if the City's Comprehensive Plan requirements and Land Development Regulations are not properly applied, as set forth in Section 16-277 of the City's Code of Ordinances. **If you want to attend the quasi-judicial consent proceeding as an Affected Party, you must file a written notice of appearance with the Community Development Department by 4:30 p.m. on the last business day before the hearing.** The notice of appearance shall state with particularity the Comprehensive Plan requirement or Land Development Regulation the person asserting affected party status contends is not being properly applied and the nature of the affected party's legally recognizable interest that may be affected by the City's approval of the land development application. Forms are available online at www.sunrisefl.gov in the Community Development Document Library.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See section 286.0105, Florida Statutes.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

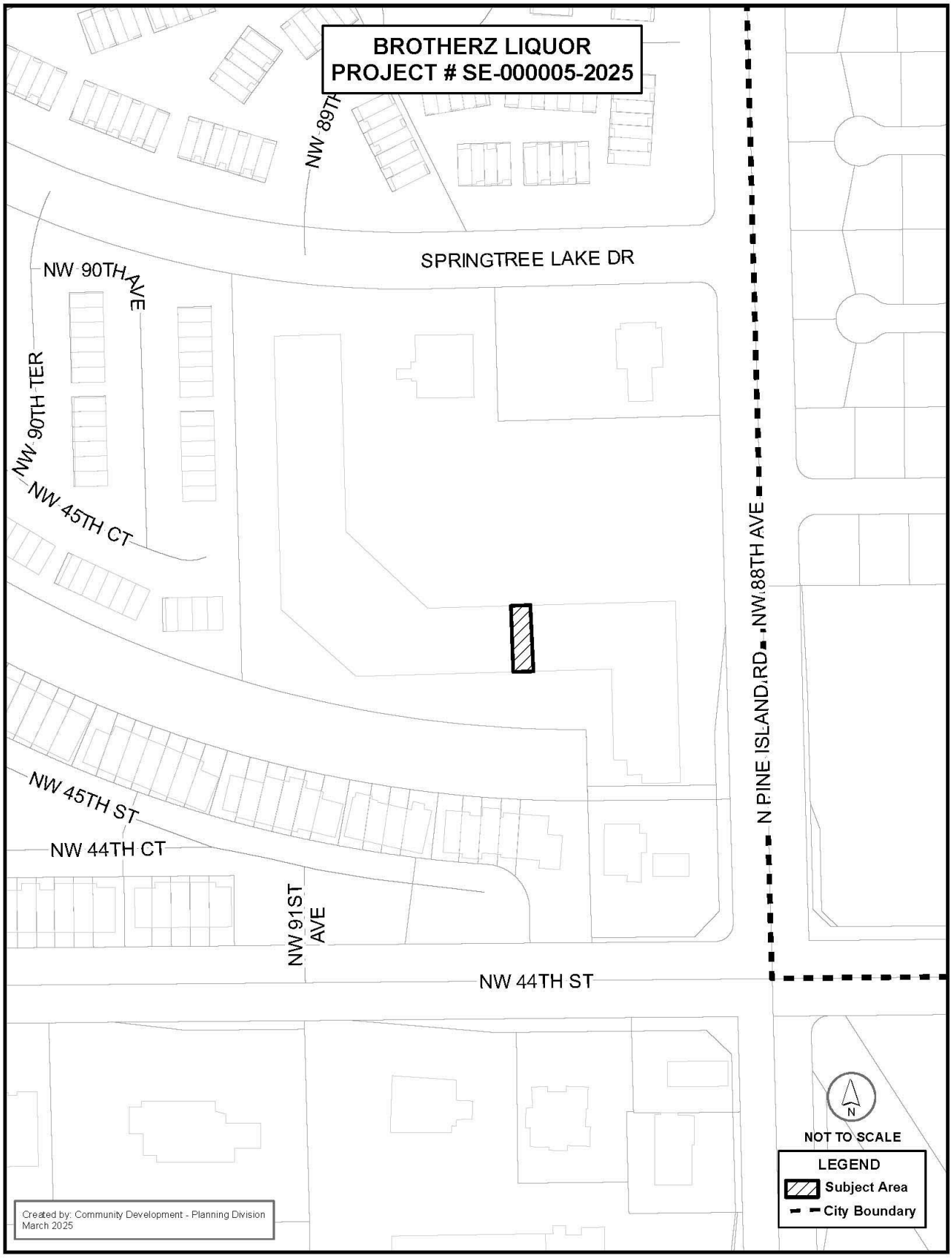
In compliance with the ADA and Fla. Stat. § 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

If you have any questions about this notice, then please contact City staff in the Planning Division at (954) 746-3281 or e-mail AskZoning@sunrisefl.gov.

Notification Date: June 9, 2025

COMMUNITY DEVELOPMENT DEPARTMENT
10770 W. Oakland Park Boulevard, 2nd Floor – Sunrise, Florida 33351
(954) 746-3281 AskZoning@sunrisefl.gov

Location Map



Lourdes M. Lawrence
Administrative Aide to
Mayor and Commissioners

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

June 18th, 2025

Henry Joaceus
Brotherz Liquor Store, LLC
4529 North Pine Island Road
Sunrise, FL 33351

Dear Applicant:

Your application **Brotherz Liquor at Pine Plaza Shops (Special Exception) (C25059)** has been placed on the quasi-judicial consent agenda for approval on Tuesday, June 24, 2025 at 5:00 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

The City of Sunrise's City Commission Meeting will be hosted in both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792.

This item may be removed from the quasi-judicial consent agenda by a commissioner of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Community Development Department at 954-746-3281.

Sincerely,

Lourdes Lawrence

Lourdes Lawrence
Administrative Aide

cc: Shannon Ley, P.E., Director of Community Development
Laura Perez, Administrative Assistant, Community Development
Shlomo Kamhazi, Pines Plaza Shops Investors, LLC

SUN-SENTINEL

Sold To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Bill To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Jun 14, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: June 15, 2025.

LeAnne Rollins

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7826901

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

June 24, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on June 24, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone.
Telephone call in number: 954-395-2401
Access Code: 368262

Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25113
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS GATEWAY CENTER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25129
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 11 "RETIREMENT AND PENSIONS" ARTICLE II "CITY OF SUNRISE RETIREMENT PLANS" DIVISION 2 "BOARDS" BY AMENDING SECTION 11-11 "SELECTION; COMPOSITION" TO CHANGE THE TERM OF OFFICE FOR PENSION BOARD MEMBERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

C25130
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 11 "RETIREMENT AND PENSIONS," ARTICLE II "CITY OF SUNRISE RETIREMENT PLANS," DIVISION 2 "BOARDS," BY AMENDING SECTION 11-15 "INVESTMENT AUTHORITY" TO AUTHORIZE CERTAIN INVESTMENT OPTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVID-

ING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

C25059
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A SPECIAL EXCEPTION FOR BROTHERZ LIQUOR AT PINE PLAZA SHOPS LOCATED AT 4529 NORTH PINE ISLAND ROAD, SUNRISE, FLORIDA

C25133
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A PLAT FOR DAUER MUSEUM LOCATED AT 10801 NW 50TH STREET, SUNRISE, FLORIDA

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

SUN-SENTINEL

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the June 24, 2025 City Commission Meeting via Vast Conference Calling
call in number: 954-395-2401
Access Code: 368262.
7826901 6/14/2025

Order # - 7826901

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Proposed FY 2025/2026 Millage Rates

Item Number: 17A **Meeting Date:** 7/8/2025

City Reference Number (C#): C25142

Item Description:

A Resolution of the City of Sunrise, Florida, accepting a Proposed Millage Rate for the 2025/2026 Fiscal Year; also computing a Rolled-Back Millage Rate; providing for the date, time and place at which a public hearing will be held to consider the Proposed Millage Rate and a Tentative Budget; accepting a Proposed Millage Rate for the 2025/2026 Fiscal Year for the Voted Debt Service Millage for the General Obligation Bonds; providing for the date, time and place at which a public hearing will be held to consider the Proposed Millage Rate and a Tentative Budget; directing the appropriate city officials to advise the Broward County Property Appraiser's Office of the information contained herein; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25142
DR-420 - Millage
DR-420MMP - Maximum Millage
DR-420DEBT - Form

Background:
The City Commission has maintained the existing property tax rate of 6.0543 mills for the last 16 consecutive years and it is recommended to once again, hold the line on the property tax rate for the City Budget by maintaining the millage rate at 6.0543 mills.

This agenda item will serve to set the maximum millage rate for the FY 2025/2026 Budget and once the proposed millage rate is approved by the Commission and submitted to the Property Appraiser's Office, the millage rate cannot be increased. The gross taxable value of the property in the City for FY 2025/2026, as of July 1, 2025, is $11,584,204,638, including new construction, additions, rehabs, etc. of $(89,370). This value is 7.22% higher than the prior year adjusted gross taxable value. The rolled-back rate is 5.6463 mills. The first public hearing on the budget will be Wednesday, September 10, 2025 at 5:05 p.m. in the City Hall Commission Chambers.

The resolution also sets the proposed voter approved debt service millage levy of 0.3019 mills to fund the FY 2025/2026 debt service for the General Obligation (GO) Bonds of the City of Sunrise. This debt service millage is lower than the current year millage of 0.3188 mills. The date and time of the public hearing will be the same as the first public hearing on the City Budget, Wednesday, September 10, 2025 at 5:05 p.m. in the City Hall Commission Chambers.

It is requested that the City Commission approve the resolution to set the maximum millage rates and public hearings for the FY 2025/2026 Budget.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 954-746-3220

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, ACCEPTING A PROPOSED MILLAGE RATE FOR THE 2025/2026 FISCAL YEAR; ALSO COMPUTING A ROLLED-BACK MILLAGE RATE; PROVIDING FOR THE DATE, TIME AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND A TENTATIVE BUDGET; ACCEPTING A PROPOSED MILLAGE RATE FOR THE 2025/2026 FISCAL YEAR FOR THE VOTED DEBT SERVICE MILLAGE FOR THE GENERAL OBLIGATION BONDS; PROVIDING FOR THE DATE, TIME AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND A TENTATIVE BUDGET; DIRECTING THE APPROPRIATE CITY OFFICIALS TO ADVISE THE BROWARD COUNTY PROPERTY APPRAISER'S OFFICE OF THE INFORMATION CONTAINED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the City has computed a proposed millage rate base for the 2025/2026 fiscal year; and

WHEREAS, the City has also computed a rolled-back millage rate based on the taxable value within the City that has been certified by the Broward County Property Appraiser's Office; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the City has computed a proposed millage rate for the General Obligation Bonds for the fiscal year 2025/2026 based on voted debt service; and

WHEREAS, it is necessary to advise the Property Appraiser's Office of the date, time and place of the first public hearing at which the proposed millage rates and a tentative budget will be considered; and

WHEREAS, the City Commission desires to establish the date, time and place of a second public hearing for the adopting of the final millage rate and budget.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The City Commission hereby accepts the proposed millage rate in the amount of 6.0543 mills, which is equivalent to $6.0543 per $1,000 of taxable assessed property valuation, for the 2025/2026 fiscal year.

Section 3. The rolled-back millage rate has been computed to be 5.6463 mills, based on the certification of taxable value provided by the Property Appraiser's Office.

Section 4. The City Commission hereby accepts a proposed millage rate in the amount of .3019 mills, which is equivalent to $.3019 per $1,000 of taxable assessed property valuation, for the 2025/2026 fiscal year for the City's General Obligation Bonds.

Section 5. A public hearing is hereby scheduled to be held on September 10, 2025, at 5:05 p.m. and a second public hearing is hereby scheduled to be held on September 23, 2025, at 5:05 p.m. in the Sunrise City Hall City Commission Chambers, 10770 West Oakland Park Boulevard, Sunrise, Florida.

The City Commission will conduct the September 10, 2025 and the September 23, 2025 City Commission meetings in-person. The public may attend and participate in the meetings in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Members of the public attending the meetings by telephone can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

Section 6. The appropriate City officials are hereby authorized and directed to advise the Broward County Property Appraiser's Office of the information contained in this resolution and may include information regarding the meeting being conducted by communications media technology.

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

FLORIDA

CERTIFICATION OF TAXABLE VALUE

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

Year : 2025	County : Broward
Principal Authority : City of Sunrise	Taxing Authority : City of Sunrise - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 11,150,463,014			(1)
2.	Current year taxable value of personal property for operating purposes	$ 433,741,624			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 11,584,204,638			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ -89,370			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 11,584,294,008			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 10,803,698,351			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☑ YES	☐ NO	Number 1	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/27/2025 3:10:01 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	6.0543 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 65,408,831	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ -0-	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 65,408,831	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ -0-	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 11,584,294,008	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	5.6463 per $1000	(16)
17.	Current year proposed operating millage rate	6.0543 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 70,134,250	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 65,408,831	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	5.6463 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 65,407,895	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 70,134,250	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	6.0543 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	7.23 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/10/2025	5:05 PM EST	10770 West Oakland Park Boulevard Sunrise 33351

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

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

Year : 2025	County : Broward
Principal Authority : City of Sunrise	Taxing Authority : City of Sunrise - Operating

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.6463 per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2023*** Form DR-420MM, Line 13	5.9085 per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	6.0543 per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	5.6463 per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***	1.0451	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	5.9009 per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	6.4910 per $1,000	(14)
15.	Current year adopted millage rate	6.0543 per $1,000	(15)
16.	**Minimum vote required to levy adopted millage:** (Check one)		(16)

☐ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☑ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the adopted rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16).***	6.0543 per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 11,584,204,638	(18)

Continued on page 2

Taxing Authority : City of Sunrise - Operating			DR-420MM-P R. 5/12 Page 2
19.	Current year adopted taxes ***(Line 15 multiplied by Line 18, divided by 1,000).***	$ 70,134,250	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000).***	$ 70,134,250	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs	STOP	***STOP HERE. SIGN AND SUBMIT.***	
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(21)
22.	Total current year adopted taxes ***(Line 19 plus Line 21).***	$ 70,134,250	(22)
	Total Maximum Taxes		
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P).***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23).***	$ 70,134,250	(24)
	Total Maximum Versus Total Taxes Levied		
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE	**Taxing Authority Certification**	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2023 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF VOTED DEBT MILLAGE

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

Year : 2025	County : Broward
Principal Authority : City of Sunrise	Taxing Authority : General Obligation Bonds (Series 2015) - Debt
Levy Description : General Obligation Bonds (Series 2015) - Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$	11,150,463,014	(1)
2.	Current year taxable value of personal property for operating purposes	$	433,741,624	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$	0	(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$	11,584,204,638	(4)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/27/2025 3:10:01 PM

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.3019 per $1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	per $1,000	(6)

SIGN HERE	**Taxing Authority Certification**	I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

INSTRUCTIONS

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

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

Section I: Property Appraiser

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

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

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

Section II: Taxing Authority

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

If a DR-420DEBT wasn't received for any
- Voted debt service millages or
- Millages voted for two years or less

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

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

All TRIM forms for taxing authorities are available on our website at **http://floridarevenue.com/property/Pages/TRIM.aspx**

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Proposed FY 2025/2026 Fire Assessment Fee

Item Number: 17B **Meeting Date:** 7/8/2025

City Reference Number (C#): C25143

Item Description:

A Resolution of the City of Sunrise, Florida, relating to the provision of Fire Rescue Services, Facilities and Programs in the City of Sunrise, Florida; establishing the estimated Assessment Rate for Fire Rescue Assessments for the Fiscal Year beginning October 1, 2025; directing the preparation of an Assessment Roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25143
Fire Assessment Rates
History and Comparison

Background:
The preliminary assessment resolution establishes the fiscal year 2025/2026 proposed rates for fire rescue assessments, directs preparation of an assessment roll and directs notification to all property owners regarding the assessments, the assessment rates and notice of the upcoming public hearing. The date and time of the Fire Assessment public hearing shall be, Monday, September 15, 2025 at 5:00 pm, at which time the City Commission will consider the adoption of a final assessment resolution that confirms the assessment.

The current residential rate in the City of Sunrise is $279.50. Staff is proposing a maximum residential rate of $309.50, which is well below the current average residential fire rescue assessment rate in Broward County of $369.87.

The proposed rates for all categories of the Fire Assessment would cover approximately 75% of the non-medical fire rescue assessable costs. The City anticipates Fire Assessment gross revenue for fiscal year 2025/2026 would be $16,635,784.00.

It is requested that the City Commission approve the Fire Assessment rates for all categories for FY 2025/2026.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth, Budget Manager Phone: 954-746-3220

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF SUNRISE, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE RESCUE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

This Resolution is adopted pursuant to the provisions of Ordinance No. 829-X, as amended by Ordinance No. 829-X-00-A, (the "Ordinance"), Resolution No. 95-251-96-A (the "Initial Assessment Resolution"), Resolution No. 95-251-96-B (the “Final Assessment Resolution"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2025. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF FIRE RESCUE SERVICES.

(A) Upon the imposition of Fire Rescue Assessments for fire rescue services, facilities, or programs against Assessed Property located within the City, the City shall provide fire rescue services to such Assessed Property. A portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost required to provide fire rescue services, facilities, and programs shall be funded by available City revenues other than Fire Rescue Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS.

Fire Rescue Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Rescue Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.

The legislative determinations of special benefit and fair apportionment embodied in the Initial Assessment Resolution and Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 6. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES.

The Cost Apportionment and Parcel Apportionment as explained and calculated in the Initial Assessment Resolution and Final Assessment Resolution and in the applicable explanatory appendices incorporated therein are affirmed and incorporated herein by reference.

SECTION 7. DETERMINATION OF FIRE RESCUE ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENT RATES.

(A) The Fire Rescue Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2025, is the amount determined in the Estimated Fire Rescue Assessment Rate Schedule, attached hereto as Appendix A. The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Rescue Assessed Costs. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available City revenue other than Fire Rescue Assessment proceeds.

(B) The estimated Fire Rescue Assessments specified in the Estimated Fire Rescue Assessment Rate Schedule are hereby established to fund the specified Fire Rescue Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2025. No portion of such Fire Rescue Assessed Costs are attributable to capital improvements that are funded by impact fee proceeds.

(C) The estimated Fire Rescue Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Clerk in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2025, as provided in Section 8 of this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

(A) The City Clerk is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2025, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Clerk shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection.

The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2025, be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services as set forth in the Initial Assessment Resolution, the Final Assessment Resolution and this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING.

There is hereby established a public hearing to be held on September 15, 2025, at 5:00 p.m., in the City Commission Chambers of City Hall, 10770 W. Oakland Park Boulevard, Sunrise, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2025, and collecting such assessments on the same bill as ad valorem taxes.

SECTION 10. NOTICE BY PUBLICATION.

The City Clerk shall publish a notice of the public hearing authorized by Section 9 of this Preliminary Rate Resolution in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 22, 2025, in substantially the form attached hereto as Appendix B and may include information regarding the meeting being conducted by communications media technology.

SECTION 11. NOTICE BY MAIL.

Pursuant to Section 200.069(10)(a), Florida Statutes, and with agreement of the Property Appraiser, the City Commission elects to combine notice of the public hearing authorized by Section 9 hereof with the truth-in-millage notification required pursuant to Section 200.069, Florida Statutes. Such mailed notice shall be in the form required by Section 200.069(10)(a), Florida Statutes and provide all of the information required by the Uniform Assessment Collection Act and the Ordinance necessary to impose Fire Rescue Assessments for the Fiscal Year beginning October 1, 2025.

SECTION 12. APPLICATION OF ASSESSMENT PROCEEDS.

Proceeds derived by the City from the Fire Rescue Assessments will be used for the provision of fire rescue services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs.

SECTION 13. EFFECTIVE DATE.

This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

APPENDIX A

ESTIMATED FIRE RESCUE ASSESSMENT RATE SCHEDULE

SECTION A-1. DETERMINATION OF FIRE RESCUE ASSESSED COSTS. The estimated Fire Rescue Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2025, is $16,635,784.

SECTION A-2. ESTIMATED FIRE RESCUE ASSESSMENTS.
The estimated Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Single Family	$309.50

NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	≤ 1,999	$536	$84	$806
	2,000 – 3,499	1,072	168	1,612
	3,500 – 4,999	1,876	294	2,821
	5,000 – 9,999	2,680	420	4,030
	10,000 – 19,999	5,360	840	8,060
	20,000 – 29,999	10,720	1,680	16,120
	30,000 – 39,999	16,080	2,520	24,180
	40,000 – 49,999	21,440	3,360	32,240
	≥ 50,000	26,800	4,200	40,300

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 22, 2025

[INSERT MAP OF CITY]

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Sunrise will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services, facilities, and programs within the City of Sunrise for the Fiscal Year beginning October 1, 2025.

The hearing will be held at 5:00 p.m**.** on September 15, 2025, in the City Commission Chambers of City Hall, 10770 W. Oakland Park Boulevard, Sunrise, Florida, for the purpose of receiving public comment on the proposed assessments.

The City Commission will be meeting in-person. The public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Members of the public attending the meeting by telephone can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based. See section 286.0105, Florida Statutes.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel.

The following table reflects the proposed fire rescue assessment schedule.

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Single Family	$309.50

NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	≤ 1,999	$536	$84	$806
	2,000 – 3,499	1,072	168	1,612
	3,500 – 4,999	1,876	294	2,821
	5,000 – 9,999	2,680	420	4,030
	10,000 – 19,999	5,360	840	8,060
	20,000 – 29,999	10,720	1,680	16,120
	30,000 – 39,999	16,080	2,520	24,180
	40,000 – 49,999	21,440	3,360	32,240
	≥ 50,000	26,800	4,200	40,300

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. 829-X), as amended by Ordinance No. 829-X-00-A, the Initial Assessment Resolution (Resolution No. 95-251-96-A), the Final Assessment Resolution (Resolution No. 95-251-96-B), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Rescue Assessments, and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's Office, City Hall, located at 10770 W. Oakland Park Boulevard, Sunrise, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Finance & Administrative Services Department at (954) 746-3467, Monday through Friday between 9:00 a.m. and 5:00 p.m.

CITY CLERK
CITY OF SUNRISE, FLORIDA

B-3

Fire Assessment

Preliminary Fire Special Assessment Rates for FY 2025/2026

		Units	Rate	Assessment
Residential		36,333	309.50	11,245,064
Subtotal - Residential		**36,333**		**11,245,064**
Commercial				
Less than	1,999	156	536.00	83,616
Less than	3,499	73	1,072.00	78,256
Less than	4,999	42	1,876.00	78,792
Less than	9,999	64	2,680.00	171,520
Less than	19,999	49	5,360.00	262,640
Less than	29,999	24	10,720.00	257,280
Less than	39,999	8	16,080.00	128,640
Less than	49,999	11	21,440.00	235,840
Less than	999,999,999	70	26,800.00	1,876,000
Subtotal - Commercial		**497**		**3,172,584**
Industrial/Warehouse				
Less than	1,999	125	84.00	10,500
Less than	3,499	109	168.00	18,312
Less than	4,999	25	294.00	7,350
Less than	9,999	25	420.00	10,500
Less than	19,999	13	840.00	10,920
Less than	29,999	14	1,680.00	23,520
Less than	39,999	15	2,520.00	37,800
Less than	49,999	4	3,360.00	13,440
Less than	999,999,999	29	4,200.00	121,800
Subtotal - Industrial/Warehouse		**359**		**254,142**
Institutional [(1)]				
Less than	1,999	0	806.00	-
Less than	3,499	0	1,612.00	-
Less than	4,999	2	2,821.00	5,642
Less than	9,999	3	4,030.00	12,090
Less than	19,999	3	8,060.00	24,180
Less than	29,999	0	16,120.00	-
Less than	39,999	3	24,180.00	72,540
Less than	49,999	0	32,240.00	-
Less than	999,999,999	5	40,300.00	201,500
Subtotal - Institutional		**16**		**315,952**
			Sub-Total Assessment	**14,987,742**
Special/Combination		**59**		**1,648,043**
			Total Gross Assessment	**16,635,784**

[(1)] Institutional category includes churches but are exempted from assessment

FIRE ASSESSMENT RATES HISTORY AND COMPARISON

SINGLE FAMILY RESIDENTIAL

TAXING AUTHORITY	Adopted FY 2018/2019	Adopted FY 2019/2020	Adopted FY 2020/2021	Adopted FY 2021/2022	Adopted FY 2022/2023	Adopted FY 2024/2025
SW Ranches	523.51	523.51	629.14	690.00	764.44	758.63
Weston	472.76	472.76	549.54	568.08	581.47	703.49
Lauderhill	488.00	488.00	534.00	576.00	550.00	660.00
West Park	469.35	469.35	469.35	469.35	469.35	500.52
Miramar	398.23	398.23	398.23	398.23	398.23	479.21
Tamarac	350.00	350.00	350.00	350.00	350.00	420.00
Pembroke Pines	282.38	282.38	312.32	312.32	352.16	406.71
Cooper City	161.28	161.28	227.79	267.17	288.56	398.18
Oakland Park	199.00	199.00	199.00	251.00	251.00	382.00
Hallandale Beach	265.06	265.06	265.06	265.06	265.06	347.98
Hollywood	285.00	285.00	285.00	299.00	304.00	345.00
Lauderdale Lakes	333.84	333.84	333.84	333.84	333.84	333.84
Pompano Beach	220.00	220.00	220.00	220.00	250.00	331.00
Fort Lauderdale	311.00	311.00	311.00	311.00	321.00	328.00
Wilton Manors	216.13	216.13	260.88	267.36	279.98	315.80
Deerfield Beach	235.00	235.00	235.00	235.00	295.00	315.00
Parkland	250.00	250.00	250.00	250.00	290.00	310.98
Coconut Creek	186.79	186.79	196.13	234.00	257.40	302.96
Lighthouse Point	134.50	134.50	134.50	134.50	134.50	300.00
Margate	300.00	300.00	300.00	300.00	300.00	300.00
Davie	206.00	206.00	206.00	206.00	206.00	296.00
Coral Springs	227.82	227.82	234.00	249.72	262.72	287.18
Sunrise	**209.50**	**229.50**	**229.50**	**249.50**	**249.50**	**279.50**
North Lauderdale	228.00	228.00	233.00	229.00	228.00	278.00
Dania Beach	223.75	223.75	240.95	267.94	250.81	241.05
Unincorporated Broward	190.00	190.00	190.00	190.00	190.00	190.00
Lauderdale by the Sea	129.85	129.85	129.85	129.85	147.37	175.37
Average Assessment	**277.66**	**278.40**	**293.48**	**305.70**	**317.42**	**369.87**

NOTES:

Source Broward County Property Appraisers Office, except as noted.

Margate - Information taken from the Budget document

Hillsboro, Pembroke Park, Plantation, Lazy Lake and Sea Ranch Lakes do not have a Fire Assessment. All except Plantation contract out for their fire rescue coverage. Plantation has a Volunteer Fire Department.

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Nuisance Abatement Assessment

Item Number: 17C **Meeting Date:** 7/8/2025

City Reference Number (C#): C25141

Item Description:

A Resolution of the City of Sunrise, Florida, establishing the Total Sum of the Nuisance Abatement Assessments; setting the amount Assessed against each affected parcel of property for the period between June 1, 2024 through May 31, 2025 with interest calculated through October 31, 2025; establishing a Public Hearing and directing the provision of notice thereof; providing for the use of the uniform method of collection; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25141
Nuisance Abatement Advertisement
Ordinance 544 Levy of Special Assessment (2011)
Ordinance 544-12-A Notice of Special Assessment (2012)
Resolution 11-177 Uniform Method of Collection

Background:

The City Commission approved Ordinance No. 544, as amended, and Resolution No. 11-177 on December 13, 2011, which authorized the imposition and levy of special assessments for nuisance abatement and the utilization of the Uniform Method of Collection. The newspaper advertisement for the proposed assessment roll is attached. The newspaper advertisement identifies amounts due and will notice the date and time for the Public Hearing, which shall be the same as the first public hearing on the City budget on September 15, 2025 at 5:00 p.m.

It is requested that the City Commission approve the resolution establishing the Nuisance Abatement Assessments for the 2025 Tax Roll.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Susan Nabors, Kimberly Sibner Phone: 954-746-3297, 954-572-2350

Department Head Name and Title:

Susan Nabors, Director of Finance & Administrative Services

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, ESTABLISHING THE TOTAL SUM OF THE NUISANCE ABATEMENT ASSESSMENTS; SETTING THE AMOUNT ASSESSED AGAINST EACH AFFECTED PARCEL OF PROPERTY FOR THE PERIOD BETWEEN JUNE 1, 2024 THROUGH MAY 31, 2025 WITH INTEREST CALCULATED THROUGH OCTOBER 31, 2025; ESTABLISHING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise, Florida adopted Ordinance No. 544, as amended, authorizing the imposition and collection of unpaid assessed amounts for nuisance abatement against property throughout the City; and

WHEREAS, pursuant to Section 9-33.02 of the City of Sunrise Code of Ordinances, the City utilizes the uniform method of levy, collection and enforcement of the assessment, as authorized by Chapter 197, Florida Statutes; and

WHEREAS, Section 9-33.02 of the City of Sunrise Code of Ordinances authorizes the annual collection of total unpaid assessed amounts for nuisance abatement against each assessed parcel of property.

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

Section 1. The total unpaid assessment amounts for nuisance abatement to be paid through levy and collection against the schedule of assessed properties within the City is $6,090.54.

Section 2. In accordance with Section 9-33.02 of the City of Sunrise Code of Ordinances, as amended, and general law, properties are assessed for those unpaid assessments for the period of June 1, 2024 through May 31, 2025, in the following schedule.

Schedule of Assessed Properties:

Owner	Address	Parcel ID #	Amount
CREARY, ERROL			
DUNBAR-CREARY, CLAUDINE	**7791 NW 20 CT**	**4941 27 24 0590**	**$1,218.85**
GOMEZ, MARIE	**6440 NW 24 ST**	**4941 27 04 0180**	**$4,413.83**
MATHURIN, MARGUERITE	**6200 NW 19 ST**	**4941 35 05 1360**	**$ 457.86**

TOTAL: $6,090.54

Section 3. The assessments shall be billed and collected as provided in Section 9-33.02 of the City of Sunrise Code of Ordinances, as amended, and shall be the assessed amounts unless and until modified by Resolution.

Section 4. The City Commission shall conduct a public hearing at 5:00 p.m. on September 15, 2025, to receive public comments on the proposed assessments. This Public Hearing will be held in the City Commission Chambers located at City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

The City Commission will be meeting in-person. The public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Members of the public attending the meeting by telephone can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

Any interested person who needs more information, or those with questions, may contact the Finance & Administrative Services Department via telephone to (954) 746-3217, via e-mail to financeadminservicesdirector@sunrisefl.gov, or via mail to 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family, or income status.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

Section 5. All other provisions of the assessment process are ratified and confirmed.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NUISANCE ABATEMENT ASSESSMENTS ON THE 2025 TAX BILL

Notice is hereby given that the City Commission of the City of Sunrise, Florida will conduct a public hearing concerning the imposition and collection of nuisance abatement assessments on the 2025 tax roll for the purpose of adopting the non-ad valorem assessment roll. The nuisance abatement assessments were previously assessed against certain properties, which were declared public nuisances and located within the city boundaries of the City of Sunrise, to recover the cost of providing nuisance abatement services to such properties. The assessments for each property were calculated based upon the City's direct cost of the abatement, plus 9.38% interest.

The hearing will be held at 5:00 pm, or as soon thereafter as can be heard, on September 15, 2025, at the City Commission Chambers of City Hall, 10770 W. Oakland Park Boulevard, Sunrise, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice.

The City Commission will be meeting in person. The public may attend and participate in the meeting in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401

b. Access Code: 368262

Members of the public attending the meeting by telephone can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955- 8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The assessment for each parcel of property will be based upon the cost of nuisance abatement for each parcel.

The assessments to be included as non-ad valorem assessments on the 2025 tax roll include the following:

Owner	Address	Parcel ID#	Amount
CREARY, ERROL DUNBAR-CREARY, CLAUDINE	**7791 NW 20 CT**	**4941 27 24 0590**	**$1,218.85**
GOMEZ, MARIE	**6440 NW 24 ST**	**4941 27 04 0180**	**$4,413.83**
MATHURIN, MARGUERITE	**6200 NW 19 ST**	**4941 35 05 1360**	**$457.86**

Copies of the Nuisance Abatement Ordinance (Ordinance No. 544), as amended, the Uniform Collection Method Resolution (Resolution No. 11-177), and the proposed Nuisance Abatement Assessment Roll are available for inspection in the City Clerk's Office, City of Sunrise City Hall, located at 10770 W. Oakland Park Boulevard, Sunrise, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Finance & Administrative Services Department at (954) 746-3217, Monday through Friday between 9:00 a.m. and 5:00 p.m.

CITY CLERK FELICIA M. BRAVO

CITY OF SUNRISE, FLORIDA

CITY CLERK
CITY OF SUNRISE
11 DEC 14 AM 10:19

SUNRISE, FLORIDA

ORDINANCE NO. 544

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, PERTAINING TO PROPERTY MAINTENANCE, AMENDING CHAPTER 9, NUISANCES, AMENDING SECTION 9-33 OF THE SUNRISE CODE OF ORDINANCES AUTHORIZING THE IMPOSITION AND LEVY OF SPECIAL ASSESSMENTS FOR NUISANCE ABATEMENT; CREATING SECTION 9-33.01 TO PROVIDE FOR NOTICE OF ASSESSMENT; CREATING SECTION 9-33.02 TO ESTABLISH THE CITY AS A SPECIAL ASSESSMENT DISTRICT; AUTHORIZING THE LEVY OF NON-AD VALOREM ASSESSMENTS IN CONNECTION WITH VIOLATIONS OF CHAPTER 9; PROVIDING FOR THE COLLECTION OF NON-AD VALOREM ASSESSMENTS; AUTHORIZING AGREEMENTS WITH THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AUTHORIZING AND REQUIRING THE ADOPTION OF A RESOLUTION REGARDING THE CITY'S USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS; PROVIDING FOR ANNUAL NON-AD VALOREM ASSESSMENT ROLLS; PROVIDING TRANSITION PROVISIONS AND RATIFYING ASSESSMENTS TO RECOVER COSTS INCURRED BY THE CITY TO REMEDY VIOLATIONS PRIOR TO THE ORDINANCE'S ENACTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 9 of the Sunrise Code of Ordinances currently provides the City an abatement procedure for nuisances determined to exist by the code enforcement division; and

WHEREAS, the City has the right to record and enforce a lien in the event an owner of property fails or refuses to pay

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the full amount incurred by the City in abating a nuisance on his or her property; and

WHEREAS, the City has the authority to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments as set forth in Chapter 197, Florida Statutes; and

WHEREAS, if not timely paid, the non-ad valorem assessment for the abatement of a nuisance of real property will be included on the property owner's tax bill, to be paid at the same time as annual ad valorem taxes are paid; and

WHEREAS, if the non-ad valorem assessment is not timely paid, a lien may also be recorded against the subject property; and

WHEREAS, the City Commission now intends to amend its Code of Ordinances to (i) provide for assessment of property where the City abates the nuisance and (ii) authorize the use of the uniform method for the imposition and collection of non-ad valorem assessments against those properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of the Ordinance.

Section 2. Chapter 9 of the Sunrise Code of Ordinances, "Nuisances," Article III, "Property Maintenance," Section 9-33, "Abatement Procedures," is hereby amended as set forth below:

(5) Special assessment imposed. If the owner fails or refuses to pay the full amount due, the costs incurred by the City may be assessed against the property as authorized by Section 9-33.02. All assessments shall be paid in full no later than the close of City business on the twenty-first day after the property owner has received notice of the assessment. Thereafter, the unpaid amount of the assessment will accrue interest at the maximum rate allowed by law.

Section 3. Chapter 9 of the Sunrise Code of Ordinances, "Nuisances," Article III, "Property Maintenance," is hereby amended to create Section 9-33.01, to provide as follows:

9-33.01. Notice of assessment. Upon completion of the abatement of a nuisance undertaken by the City, the City shall notify in writing the property owner that a special assessment has been imposed on the property. The notice shall be delivered to the owner, and, if applicable, the agent, custodian, lessee

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or occupant in the manner set forth for delivery of the notice of violation in section 9-33.

The notice of assessment shall set forth the following:

(a) A description of the violation, a description of the actions taken by the City to abate the nuisance, and the fact that the property has been assessed for the costs incurred by the City in abating the nuisance;

(b) The aggregate amount of such costs and an itemized list of such costs.

(c) The intent of the City to place the assessment on the tax roll as a non-ad valorem assessment if not paid by the following December 1.

(d) The potential for the property to be subject to the sale of a tax certificate, bearing interest by law at a rate as high as 18% per annum, if the non-ad valorem assessment is not paid as part of the tax bill on the property.

(e) The potential for the property to be sold and conveyed by tax deed if the tax certificate is not redeemed by payment of the non-ad valorem assessment in full, plus interest, as required by Florida law.

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Section 4. Chapter 9 of the Sunrise Code of Ordinances, "Nuisances," Article III, "Property Maintenance," is hereby amended to create Section 9-33.02, to provide as follows:

9-33.02 Assessments for abatement of nuisances.

(a) Establishment of special assessment district. The City of Sunrise in its entirety, as its City boundaries exist of the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special assessment district for the purposes of abating nuisances prohibited by this article. Individual properties within the City's boundaries, as they may exist from time to time, may be assessed for the costs incurred by the City in abating nuisances prohibited by this article.

(b) Levy of non-ad valorem assessments. There is hereby levied, and the City Commission is authorized to levy from time to time, a non-ad valorem assessment against each and every property in the City (i) on which there occurs or has occurred a violation of this article, (ii) the City undertakes or has undertaken action pursuant to this article to abate the nuisance

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and, thereby, incurs or has incurred costs, and (iii) the property owner fails or refuses or has failed or refused, for whatever reason, to pay timely the amount owed to the City under this Article for the costs incurred by the City in carrying out such abatement.

(c) The assessment for the abatement of a nuisance shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the nuisance abatement assessment shall be deemed perfected upon adoption by the City Commission of its annual resolution and shall attach to the property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes.

(d) Collection of non-ad valorem assessments. The City Commission elects to use the uniform method to impose and collect non-ad valorem assessments against properties on which nuisances occur or have occurred.

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The non-ad valorem assessments collected pursuant to this section will be included in the combined notice of ad valorem taxes and non-ad valorem assessments as provided in section 197.3635, Florida Statutes. Non-ad valorem assessments collected pursuant to this section are subject to all collection provisions in section 197.3632, Florida Statutes, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.

(e) Agreement to reimburse the Broward County Property Appraiser and the Broward County Tax Collector. In order to utilize the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the City is authorized to enter into a written agreement with the Broward County Property Appraiser and the Broward County Tax Collector for the reimbursement of their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.

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(f) Adoption of resolution. The City Commission will adopt a resolution at a public hearing prior to January 1, 2012 or if agreed by the property appraiser, tax collector, and the City by March 1, 2012, in accordance with section 197.3632(3)(a), Florida Statutes, which resolution shall provide the following:

1) The City's intent to use the uniform method of collecting non-ad valorem assessments.

2) The City's need for the imposition of the non-ad valorem assessments.

3) The entire City is declared a special assessment district, with individual properties being subject to the non-ad valorem assessment from time to time if and when violations of this article occur.

4) Publish in a newspaper of general circulation once a week for four (4) weeks preceding the hearing of the boundaries of the local government of the properties subject to levy.

5) The City shall send a copy of the Resolution by

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January 10, 2012 or March 10, 2012 if agreed by the property appraiser, tax collector and the City.

The City shall comply with all statutory notice prerequisites set forth in Section 197.3632, Florida Statutes.

(g) Annual non-ad valorem assessment roll. Each year the City Commission will approve a non-ad valorem assessment roll at a public hearing between January 1 and September 15. The non-ad valorem assessment roll will be comprised of properties that have had levied against them non-ad valorem assessments under this section, and such assessments have not otherwise been paid in full prior to approval of the roll.

The Finance Director is authorized and directed each year (i) to prepare the notice that must be provided as required by Section 197.3632(4)(b), Florida Statutes, and (ii) to prepare and publish the newspaper notice required by Section 197.3632(4)(b), Florida Statutes.

The notice to be sent by first-class mail will be sent to each person owning property that will be on the

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non-ad valorem assessment roll and will include the following:

(1) The purpose of the assessment.

(2) The total amount to be levied against the parcel, which includes the actual costs incurred by the City;

(3) A statement that failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title;

(4) A statement that all affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of the notice; and

(5) The date, time and place of the hearing.

Section 5. Non-ad valorem assessments to recover actual costs incurred by the City in abating nuisances pursuant to this article prior to the effective date of this ordinance may be levied against the affected properties, and, if not timely paid in full, may be placed on a non-ad valorem assessment roll at the next available opportunity. All actions taken by City

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officials and employees to that end are ratified and confirmed herewith.

Section 6. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section ~~6~~**7**. Severability. Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section ~~7~~**8**. Inclusion in Code. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Sunrise Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

Section ~~8~~**9**. Effective Date. This Ordinance shall be

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effective immediately upon passage by the City Commission on second reading.

PASSED AND ADOPTED upon first reading this 8TH day of NOVEMBER, 2011.

PASSED AND ADOPTED upon second reading this 13TH day of DECEMBER, 2011.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	ALU	MOTION:	ALU
SECOND:	SOFIELD	SECOND:	SCUOTTO
ALU:	YEA	ALU:	YEA
ROSEN:	ABSENT	ROSEN:	YEA
SCUOTTO:	ABSENT	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	YEA
RYAN:	YEA	RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency.

Kimberly A. Kisslan

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CITY CLERK
CITY OF SUNRISE

13 JAN -2 PM 4:09

SUNRISE, FLORIDA

ORDINANCE NO. 544-12-A

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 9 "NUISANCES*;" ARTICLE III "PROPERTY MAINTENANCE;" SECTION 9-33.01 "NOTICE OF ASSESSMENT;" BY AMENDING THE CONTENTS OF THE NOTICE OF ASSESSMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City enacted Section 9-33.01, of the Code of Ordinances in order to provide notice to property owners that a special assessment was being imposed upon their properties for nuisance abatement costs expended by the City; and

WHEREAS, City staff has determined that the date provided in Section 9-33.01 may be confusing to property owners and is administratively inconvenient; and

WHEREAS, the City wishes to amend the notice of assessment provision to provide a different cut-off date for payment of the special assessment prior to it being placed upon the tax roll.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 9-33.01 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 9-33.01. Notice of assessment.

* * *

The notice of assessment shall set forth the following:

* * *

(3) The intent of the city to place the assessment on the tax roll as a non-ad valorem assessment if not paid by the following June 30 ~~December 1~~.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 13TH DAY OF NOVEMBER, 2012.

PASSED AND ADOPTED upon this second reading this 28TH DAY OF DECEMBER, 2012.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	SCUOTTO	MOTION:	ROSEN
SECOND:	ROSEN	SECOND:	SCUOTTO
ALU:	ABSENT		
ROSEN:	YEA	ROSEN:	YEA
SCUOTTO:	YEA	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	YEA
RYAN:	ABSENT	RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency.

for
Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
11 DEC 15 AM 11:49

SUNRISE, FLORIDA

RESOLUTION NO. 11-177

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, PERTAINING TO THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR NUISANCE ABATEMENT; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise, Florida adopted Ordinance No. 544 on December 13, 2011, which imposed a special assessment on all property on which the City has expended costs to abate a nuisance; and

WHEREAS, Section 9-33, of the Sunrise Code of Ordinances authorizes the City to abate nuisances on lots, parcels, and tracts within the City caused by the accumulation of refuse and debris, grass or weed growth or other improper maintenance on property; and

WHEREAS, the lots, parcels and tracts on which nuisances have been or will be abated by the City have received or will receive special benefits and have benefited or will benefit from the abatement of such nuisances in a manner greater than other properties within the City; and

WHEREAS, when nuisances are abated pursuant to Section 9-33, the property owners are required to reimburse the City for the costs associated therewith, and such owners have failed and refused to reimburse the City as required; and

WHEREAS, in order to collect the costs and expenses not timely paid by property owners, the City determines that it is fair and equitable to levy a non-ad valorem assessment to reimburse the City for the costs and expenses incurred when the City abates a nuisance on property within the City; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of ad valorem taxes; and

WHEREAS, the City determines that the use of the uniform method of collecting non-ad valorem assessments will result in the efficient and effective collection of the costs and expenses that have been paid by the City for the abatement of the nuisance, but not timely reimbursed by the property owner.

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

Section 1. The City of Sunrise intends to use, and hereby authorizes the City Manager and City Attorney to take all actions required to utilize the uniform method of collecting non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, for collecting all unpaid nuisance abatement costs and expenses levied pursuant to Section 9-33.02, Sunrise Code of Ordinances.

Section 2. The City intends to use and will continue to use, year-to-year, the uniform method of collecting non-ad valorem assessments for nuisance abatement until otherwise discontinued by the City.

Section 3. The City has determined that a non-ad valorem assessment for the costs and expenses incurred for nuisance abatement is necessary in order to financially enable the City to continue to abate nuisances on properties within the City.

Section 4. The City, in its entirety, as its boundaries exist on the effective date of this Resolution and as they may be expanded or contracted from time to time, is declared a special assessment district for the purpose of collecting unpaid costs and expenses incurred by the City for nuisance abatement. Properties may be assessed in the future years for the costs and expenses of nuisance abatement and shall likewise have their respective assessments collected by the uniform method of collection (unless the assessments are paid timely before the non-ad valorem assessment roll is certified to the Tax Collector for collection), and for that purpose the City shall place the folio number of such properties on its non-ad valorem assessment roll each year that the assessments are outstanding and unpaid.

Section 5. Pursuant to the requirements of Section 197.3632(3)(a), Florida Statutes, prior to the adoption of this

Resolution, the City held a public hearing that was advertised weekly in the *Sun-Sentinel*, a newspaper of general circulation, for four (4) consecutive weeks prior to the public hearing.

Section 6. Each non-ad valorem assessment imposed by the City pursuant to Ordinance No. 544 and this Resolution shall be included in the assessment roll that will be adopted by the City and Certified by the City Manager prior to September 1, 2012 and each year thereafter.

Section 7. The City Clerk is hereby directed to send a certified copy of this Resolution to the Broward County Property Appraiser, the Broward County Tax Collector, and the Florida Department of Revenue by January 10, 2012.

Section 8. All resolution or parts of resolutions in conflict with this Resolution are hereby rescinded to the extent of such conflict.

Section 9. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 13TH day of DECEMBER, 2011.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION:	ALU
SECOND:	ROSEN

ALU:	YEA
ROSEN:	YEA
SCUOTTO:	YEA
SOFIELD:	YEA
RYAN:	YEA

Approved by the City Attorney
as to Form and Legal Sufficiency. for
Kimberly A. Kisslan