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, March 24, 2026 - 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

C26071

A Resolution of the City of Sunrise, Florida, approving an "American Express Card acceptance agreement" between the City of Sunrise and American Express Travel related Services Company, Inc.; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(B) Settlement

C26065

A Resolution of the City of Sunrise, Florida, approving a Workers' Compensation Settlement related to Claimant for Claim No. 565776; authorizing the City's Workers' Compensation Counsel and Risk Manager, or Designee, to finalize and execute all related documents; and providing an effective date. City Manager Mark Lubelski, Susan Nabors, Director of Finance and Administrative Services.

(C) Agreement

C26059

A Resolution of the City of Sunrise, Florida, authorizing the Purchase of Radio Maintenance and Repair Services from Broward County Regional Communications and Technology Division; and providing an effective date. City Manager Mark Lubelski; John McNamara, Fire Chief.

(D) Services

C26077

A Resolution of the City of Sunrise, Florida, approving the purchase of KBI Flexi®-Pave Products, Maintenance and Repair Services from K.B. Industries, Inc. as the sole source provider; and providing an effective date. Mark Lubelski, City Manager; Kevin Pickard, Director of Leisure Services.

(E) Services

C26055

A Resolution of the City of Sunrise, Florida, to award Bid No. 26-43-01-MM Rust Inhibitor System Maintenance for Various City Locations to WIRX, Inc.; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(F) Services

C26072

A Resolution of the City of Sunrise, Florida, to Award Bid No. 26-29-12-MS for the Municipal Campus Parking Lot Expansion Project to Socal Shaker Plates & Construction Site Services, LLC d/b/a National General Construction; approving Contract No. C-26-29-12-MS; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(G) Services

C26078

A Resolution of the City of Sunrise, Florida to award Bid No. 26-33-01-WL for Citywide Air Conditioning Maintenance and Repair Services to O.C.O. Partnership, Inc. D/B/A Southeast Mechanical Service; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(H) Agreement

C26069

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement No. PA-22-010-CE Springtree Water Treatment Plant Filter Rehabilitation Design, Permitting, and Bidding Services" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(I) Amendment

C26074

A Resolution of the City of Sunrise, Florida, approving a "Twelfth Amendment to the Standard Project Agreement between the City of Sunrise and Song and Associates, Inc." for the New City Hall and Municipal Campus Improvements Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(J) Agreement

C26068

A Resolution of the City of Sunrise, Florida, approving the purchase of polystage scrubbers replacement parts, maintenance and services for air quality control from Evoqua Water Technologies LLC as the Sole Source provider; approving "Standard Contract No. C-26-09-01-HR between the City of Sunrise, Florida and Evoqua Water Technologies LLC;" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(K) Services

C26073

A Resolution of the City of Sunrise, Florida, approving the

purchase of materials, supplies, parts, services and training for ProMinent Fluid Controls, Inc.'s products, from Trinova, Inc. as the single source provider; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(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) Luxe Golf

C26056

Special Exception - Board of Adjustment Board - March 3, 2026 Passed 5-0

A Resolution of the City of Sunrise, Florida, granting a Special Exception Use Permit for an amusement/recreation enterprises (indoor) use located at 1314 SW 160 Avenue within the Indian Trace Shopping Center; 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.

(6) Special Items

(A) Proclamation

Proclamation proclaiming March 24, 2026 as Anti-Hate Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(7) City Items

(A) Annual Report

M26000

A Motion accepting the City's Annual Comprehensive Financial Report for the year ended September 30, 2025. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(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

C26066

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), the Springtree Golf Fund (420), the Water and Wastewater Fund (401), and the Water and Wastewater System Reserve Fund (464); 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 3/10/2026 Passed 5-0).

(B) Amendment

C26075

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Chapter 2 “Administration,” Article II “City Commission,” Division 2 “Meetings,” by Amending Section 2-33 “Agenda; Preparation, Format, Procedure” to revise the procedures for consideration of Rezonings to conform to state law; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(13) Quasi-Judicial Hearing

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(A) Agreement

C26079

A Resolution of the City of Sunrise, Florida, endorsing the recommendations of the C-13 Greenway concept and supporting the efforts of the Broward Metropolitan Planning Organization's to prepare the recommended capital improvements for federal funding; providing for conflicts, providing for severability; and providing for an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(B) Agreement

C26085

A Resolution of the City of Sunrise, Florida, approving the First Amendment (the Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials processing authority of Broward County, Florida; authorizing the Mayor to execute the First Amendment to the Interlocal Agreement; directing the City Clerk to provide a copy of this Resolution and the executed First Amendment to the Interlocal Agreement to the Solid Waste Disposal and Recyclable Materials authority of Broward County; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski.

(17) <u>New Business</u>

(A) Agreement

C26064

A Resolution of the City of Sunrise, Florida, approving an "Interlocal Agreement between Broward County and the City of Sunrise to fund the design of a Regional Biosolids Solutions Facility;" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(B) Agreement

C26076

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 26-38-01-VH for the Springtree Golf Club - Cart Barn Roof Replacement Project to Gemstone Builders LLC; approving Contract No. C 26-38-01-VH; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(C) Residential Composting

Commission Discussion and/or Action Regarding Residential Composting. Mayor Michael J. Ryan.

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.

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4A **Meeting Date:** 3/24/2026

City Reference Number (C#): C26071

Item Description:

A Resolution of the City of Sunrise, Florida, approving an “American Express Card acceptance agreement” between the City of Sunrise and American Express Travel related Services Company, Inc.; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
Various Department Accounts

Amount:
Estimated Annual Expenditure - $225,000.00

Not to exceed budgeted funds for FY 2025/2026
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26071
Agreement
Sunbiz - American Express Travel Related Services Company, Inc.

Background:
On March 23, 2021, the City of Sunrise City Commission approved the purchase of payment services from American Express Travel Related Services Company, Inc. (AMEX) utilizing State of Florida Contract No. TR229 for a five (5) year term through March 3, 2026. The purpose of that approval was to allow the City to accept American Express credit and debit cards as additional forms of payments for services.

Prior to that, in 2016, the City Commission also approved the use of a State of Florida contract to procure similar payment services. The City has historically utilized State of Florida contracts for these services and has successfully accepted such payments under those agreements.

The City was notified that the State would not be renewing or replacing that contract. The State identified one potential contract available to municipalities through a third party and advised that another option was to execute a contract directly with AMEX. Staff evaluated the potential governmental contract for use through a third party, the pricing structure was not comparable as the discount was contingent on the amount of services provided and the services offered were more robust that what the current needs are for the City. Additionally, there would have been an implementation period that would potentially cause disruption of these services.

In order for the City to continue to provide a high level of service to residents and customers, the Finance and Administrative Services Department requires a mechanism to procure these credit card processing services moving forward. Staff has worked directly with AMEX on an agreement suitable for the City and AMEX has extended the same discount rates as previously extended to the City under the State's contract - a discount rate of 2.15%. Staff also identified two other governmental contracts with AMEX that contain the same discount rate of 2.15% resulting in fair and reasonable pricing.

The proposed agreement contains certain standardized provisions in the credit card industry that are not customarily agreed to by the City, including broad indemnification obligations, mandatory dispute resolution procedures, venue in New York, and binding arbitration requirements. Notwithstanding these unconventional terms, risk management recommends approval as a business decision due to the significant public benefit of enabling residents and customers to pay various City fees using AMEX credit cards, thereby enhancing customer service, convenience, and payment flexibility for the community.

To avoid disruption and ensure continuity of AMEX payment acceptance and to maintain service options for residents and customers, Staff is seeking to enter into a direct agreement with American Express Travel Related Services Company, Inc.

Pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise Florida, the

City's formal bidding procedures are waived for good cause for the reasons set forth in this Agenda Item Request.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Victoria Hernandez, MBA Phone: 954-572-2276

Department Head Name and Title:
Susan Nabors, Director of Finance and Administrative Services

---

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AMERICAN EXPRESS CARD ACCEPTANCE AGREEMENT" BETWEEN THE CITY OF SUNRISE AND AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2021, the Sunrise City Commission approved the purchase of payment services from American Express Travel Related Services Company, Inc. (AMEX) utilizing a State of Florida contract for a five (5) year term through March 3, 2026, to allow the City to accept American Express credit and debit cards; and

WHEREAS, the State of Florida contract is no longer available to municipalities and City staff has determined that contracting directly with AMEX is the best available option to ensure continuity of card-processing services; and

WHEREAS, an Agreement between the City and AMEX is necessary to set forth the parties' respective rights and obligations.

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. An "American Express Card Acceptance Agreement," including Amendment No. 1, (Agreement) is hereby approved in an amount not to exceed the FY 2025/2026 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 hereby authorized to execute the Agreement and any associated documents necessary for the full and complete performance of the Agreement. The Procurement Manager is further authorized to extend or renew the Agreement in accordance with the terms of the approved Agreement.

Section 4. Pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise Florida, the City's formal bidding procedures are waived for good cause for the reasons set forth in this Resolution and accompanying Agenda Item Request.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

AMENDMENT No. 1 to
AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE

This Amendment No. 1 (the "Amendment"), effective March __, 2026 ("Effective Date"), amends the American Express® Card Acceptance Agreement dated March __, 2026 (the "Agreement"), by and between American Express Travel Related Services Company, Inc. ("Amex" or "we"), a New York corporation, and the City of Sunrise ("City" or "you"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS City and Amex have entered into the Agreement (attached for reference as Exhibit A hereto) to govern the acceptance of American Express Cards by City; and

WHEREAS the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 8.a. of the Agreement is deleted in its entirety and replaced with the following:

> "**a.** Confidentiality. You and we, respectively, must keep confidential and not disclose to any non-Affiliated third party the provisions of the Agreement and any information that it receives from the other under the Agreement that is not publicly available, except: (i) if such information is subject to disclosure pursuant to the requirements of Chapter 119, Florida Statutes, or an order, decree, subpoena or other validly issued judicial or governmental agency process (including through requests for information or by oral questions), the receiving party shall use commercially reasonable efforts to promptly notify and cooperate with the other party of such request or requirement so that such other party may seek to avoid or minimize the required disclosure and/or to obtain an appropriate protective order or other appropriate relief to ensure that any information so disclosed is maintained in confidence to the maximum extent possible by the agency or other person receiving the disclosure; or (ii) if such information is requested from us by our or any of our Affiliates' regulators."

2. Section 8.e. of the Agreement is deleted in its entirety and replaced with the following:

> "**e.** Governing Law; Jurisdiction; Venue. The Agreement and all Claims are governed by and shall be construed and enforced according to the laws of the State of New York without regard to internal principles of conflicts of law. Notwithstanding the foregoing, the Code of the City of Sunrise and Florida law shall govern with respect to the power by the City of Sunrise, and any Participating City Entity, to enter into this Agreement. Subject to section 7, any action by either party hereunder shall be brought only in the appropriate federal or state court located in Broward County, Florida. Each party consents to the exclusive jurisdiction of such court and waives any Claim of lack of jurisdiction of forum non conveniens. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary."

3. The attached **Schedule A** is attached as **Schedule A** to the Agreement and incorporated by reference.

All other terms and conditions of the Agreement remain unchanged by this Amendment and in full force and effect.

The Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the Effective Date.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.	**CITY OF SUNRISE**
By: _____	By: **DRAFT – DO NOT SIGN** _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

(to Amendment No. 1)

American Express® Card Acceptance Agreement

The Agreement is by and between **American Express Travel Related Services Company, Inc.**, a New York corporation, and **you**, the **Merchant**. By accepting the American Express® Card, you agree to be bound by the Agreement.

General Provisions

1. SCOPE AND OTHER PARTS OF AGREEMENT; DEFINITIONS

a. Scope of the Agreement. The Agreement governs your acceptance of Cards in the United States, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions. The Agreement covers you alone. You shall distribute all notices, statements, amendments, and other communications related to the Agreement that you receive from us to your Affiliates and any other Entities accepting the Card under the Agreement. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party, except as otherwise expressly permitted in the Merchant Regulations.

b. Merchant Regulations. The Merchant Regulations set forth the policies and procedures governing your acceptance of the Card. You shall ensure that your personnel are fully familiar with them. The Merchant Regulations are a part of, and are hereby incorporated by reference into, the Agreement. You agree to be bound by and accept all provisions in the Merchant Regulations (as changed from time to time) as if fully set out herein and as a condition of your agreement to accept the Card. We have the right to make changes to the Merchant Regulations as set forth in section 8.j of the General Provisions. The Merchant Regulations and releases of scheduled changes are provided in electronic form at the website specified below in the definition of "Merchant Regulations" or its successor website.

c. Definitions. Capitalized terms used but not otherwise defined in the General Provisions or any accompanying schedules and exhibits have the meanings ascribed to them in the Merchant Regulations. Some definitions are repeated here for ease of reference.

i. *Affiliate* means any Entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an Entity shall be deemed to constitute control of the Entity.

ii. *Agreement* means the General Provisions, the Merchant Regulations, and any accompanying schedules and exhibits, collectively (sometimes referred to as the "Card Acceptance Agreement" in our materials).

iii. *American Express Card* or *Cards* means (i) any card, account access device, or payment device or service in each case bearing our or our Affiliates' Marks and issued by an Issuer or (ii) a Card Number.

iv. *Cardmember* means an individual or Entity (i) that has entered into an agreement establishing a Card account with an Issuer or (ii) whose name appears on the Card.

v. *Charge* means a payment or purchase made on the Card, excluding any payment or purchase that you route to a network other than the American Express Network.

vi. *Chargeback*, when used as a verb, means (i) our reimbursement from you for the amount of a Charge subject to such right, or (ii) our reversal of a Charge for which we have not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal. (Chargeback is sometimes called "full recourse" or "Full Recourse" in our materials).

vii. *Claim* means any claim (including initial claims, counterclaims, cross-claims, and third-party claims), dispute, or controversy between you and us arising from or relating to the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, except for the validity, enforceability, or scope of section 7.c of the General Provisions.

viii. *Credit* means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

ix. *Discount/Discount Rate* means an amount that we charge you for accepting the Card, which amount is a percentage of the face amount of the Charge that you submit, or a flat per-Transaction fee, or a combination of both.

x. *Disputed Charge* means a Charge about which a claim, complaint, or question has been brought.

xi. *Entity* means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

xii. *Establishments* means any or all of your and your Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

xiii. *General Provisions* means the provisions set out in the Agreement other than the provisions in the Merchant Regulations or any accompanying schedule and exhibit.

xiv. *Marks* means names, logos, service marks, trademarks, trade names, taglines, or other proprietary designs or designations.

xv. *Merchant Number* means a unique number we assign to your Establishments.

xvi. *Merchant Regulations* means the American Express Merchant Regulations – U.S., which are available at www.americanexpress.com/merchantpolicy and can be accessed by entering your online Merchant Account user ID and password.

xvii. *Other Agreement* means any agreement, other than the Agreement, between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

403191 V (3/25) US

xviii. *Other Payment Products* means any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the Card.

xix. *Reserve* means a fund established from amounts withheld from payments we or any of our Affiliates would otherwise make to you or any of your Affiliates under the Agreement or any Other Agreement and/or funds or other property paid or otherwise delivered to us or any of our Affiliates under the Agreement or any Other Agreements.

xx. *we*, *our*, and *us* means American Express Travel Related Services Company, Inc., a New York corporation.

xxi. *you* and *your* means the individual or Entity that executes the Agreement and (as applicable) its Affiliates (sometimes called the "Merchant," "Service Establishment," or "SE" in our materials).

d. Affiliates. You must provide to us a list of your Affiliates that accept Cards under the Agreement within 30 days after execution of the Agreement and promptly notify us of (i) any changes to the list or (ii) the occurrence of any event described in section 3.b of the General Provisions. We reserve the right to exclude any of your Affiliates or Establishments from our services provided under the Agreement.

e. U.S. Territories and Possessions. You must notify us promptly if you have any Establishments in Puerto Rico, the U.S. Virgin Islands, or any other U.S. territory or possession, as our Discount, fees, and payment or operating terms for Card acceptance may be different in those locations. We shall notify you of those terms after you have notified us that you have any such Establishments.

f. Other Regions. If you have any Establishments outside of the United States, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions that accept Cards, you or your Affiliate must enter into a separate agreement with our Affiliate governing Card acceptance there.

2. ACCEPTING THE CARD

a. Acceptance. You must accept the Card as payment for all goods and services sold at all of your Establishments, except as otherwise expressly specified in the Merchant Regulations. You agree that the provisions of Chapter 3 (Card Acceptance) of the Merchant Regulations are reasonable and necessary to protect the Cardmember's choice of which method of payment to use. You are responsible and jointly and severally liable for the compliance by each of you and your Affiliates (and your and their respective Establishments) with all provisions of the Agreement and for performance of all obligations under the Agreement.

b. Transaction Processing and Payments. Our Card acceptance, processing, and payment requirements are set forth in the Merchant Regulations. Some requirements are summarized here for ease of reference, but do not supersede the provisions in the Merchant Regulations.

i. Payment for Charges. We will pay you according to your payment plan in U.S. dollars for the face amount of Charges submitted from your Establishments less all applicable deductions, rejections, and withholdings, which include: (A) the Discount, (B) any amounts you or any of your Affiliates owe us or our Affiliates under the Agreement or any Other Agreement, (C) any amounts for which we have Chargebacks, and (D) any amounts for which you have submitted Credits. Your initial Discount and payment plan are indicated in the Agreement or otherwise provided to you in writing by us. In addition to your Discount, we may charge you additional fees and assessments as listed in the Merchant Regulations or as otherwise provided to you in writing by us. We may adjust any of these amounts and may change any other amount we charge you for accepting the Card and/or your payment plan.

ii. Chargeback. We have Chargeback rights as described in the Merchant Regulations. We may Chargeback by (A) deducting, withholding, recouping from, or otherwise offsetting against our payments to you or your Affiliates, or debiting your Bank Account, or we may notify you of your obligation to pay us, which you must do promptly and fully; or (B) reversing a Charge for which we have not paid you. Our failure to demand payment does not waive our Chargeback rights.

iii. Protecting Cardmember Information. You must protect Cardmember Information and provide to us documentation validating your compliance in accordance with the PCI DSS and other information security requirements described in the Merchant Regulations.

3. PROTECTIVE ACTIONS

a. Creating a Reserve. Regardless of any contrary provision in the Agreement, we have the right in our sole discretion to establish or increase a Reserve to cover any payment obligations or other financial exposure or risk to us or our Affiliates from you or your Affiliates under the Agreement, any Other Agreement or for any other reason or purpose. We shall inform you if we establish or increase a Reserve; however, notice by us to you is not a condition of or requirement for taking such action. We may establish or increase the amount of a Reserve by (i) withholding amounts from payments we otherwise would make to you under the Agreement and/or (ii) requiring you to pay or otherwise deliver funds or other property to us. Any property provided under subpart (ii) above other than cash is subject to our prior written approval, which we may grant or withhold in our sole discretion. We may hold the Reserve in our sole discretion for as long as we determine there is financial exposure or risk to us, our Affiliates and/or our Cardmembers in connection with the Agreement or any Other Agreement. The Reserve, all funds, money, and other property from time to time held in the Reserve or in connection therewith, and all interest and other earnings (if any) on any of the foregoing, all writings evidencing any of the foregoing, and all proceeds and products of any of the foregoing (collectively, the *Reserve Assets*) are and at all times shall remain our sole property and shall not be owed to you. Accordingly, you are not entitled to and will not receive interest on amounts constituting the Reserve Assets. None of the Reserve Assets shall become your property unless and until we release them from the Reserve to you.

b. Notice Events; Trigger Events for Reserve. Without limiting our right to establish or increase a Reserve in our sole discretion, some of the events and conditions that may cause us to establish and/or increase a Reserve include: (i) your ceasing a substantial portion of or materially or adversely altering your operations; (ii) your selling any material portion of your assets, or any party acquiring 25% or more of any class of the equity interests issued by you (other than parties owning 25% or more of such interests as of the date the Agreement is effective), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (iii) a material adverse change in your business, assets, condition (financial or otherwise) or prospects or in your industry has occurred or is reasonably likely to occur; (iv) your breach of any provision of the Agreement; (v) your becoming or appearing to become insolvent; (vi) our receiving a disproportionate number or amount of Disputed Charges at your Establishments; (vii) our belief that you will not be able to perform your obligations under the Agreement, any Other Agreement, or

to Cardmembers; (viii) our belief that your Merchant Account is being misused by individuals with whom you are affiliated or Cardmembers; (ix) your acceptance of or intent to accept the Card in a new industry; or (x) the establishment of a reserve with, or other protective action taken by, any Entity with whom you have entered into an arrangement for the acceptance or processing (or both) of Other Payment Products that (A) results in the withholding of funds that would otherwise have been payable to you, (B) requires you to make a direct payment into a reserve account or similar device, or (C) requires you to provide such Entity with a letter of credit, guaranty or other third-party assurance of payment.

c. Application of Reserve. We may, at any time and without prior notice to you, deduct from, recoup, set off, and/or apply against the Reserve: (i) any amounts you or any of your Affiliates owe us or any of our Affiliates under the Agreement or any Other Agreement; (ii) any costs incurred by us in connection with the administration of the Reserve, including attorneys' fees; (iii) any unpaid Charges at your Establishments by any Cardmember for Transactions by such Cardmember that violated the Agreement or for whom you or one of your Affiliates has paid all or a portion of their monthly statement from time to time; and (iv) any costs incurred by us as a result of your failure to fulfill any obligations to us, any of our Affiliates, or to Cardmembers, including attorneys' fees and our costs of handling Disputed Charges.

d. Grant of Security. You hereby grant to us for the benefit of us and our Affiliates a first priority security interest in and to and a continuing lien on all of your right, title and interest in and to the following property, in each case whether now owned, held or existing or hereafter acquired or arising, and wherever located: (i) the Reserve Assets (to the extent that you now or hereafter have or are deemed to have any rights in the Reserve Assets); (ii) the Agreement, any Other Agreement, and any rights to payment arising from the Agreement or any Other Agreement; and (iii) any and all products and proceeds of any of the foregoing (collectively, the *Collateral*). The security interest and lien granted hereby secure, and the Collateral is security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all present and future obligations (whether direct, contingent or otherwise) of you and/or your Affiliates under the Agreement and the Other Agreements. Any and all Collateral, and any and all other funds, money or amounts now or hereafter in our or our Affiliates' possession, may be commingled with other funds or property. In addition to our rights and remedies provided for in the Agreement, we and our Affiliates will have all rights and remedies of a secured party and secured creditor under the Uniform Commercial Code and any other Applicable Law in any applicable jurisdiction. Notwithstanding anything herein to the contrary, you and your Affiliates shall remain liable for all obligations under the Collateral, the Agreement and all Other Agreements and nothing contained herein is intended or shall be a delegation of duties to us or our Affiliates.

e. Further Assurances. Promptly upon any request by us, you agree to duly execute, deliver, and record such further instruments, agreements, powers of attorneys and other documents, and take all further actions, as we may reasonably request to create, perfect, preserve the priority of and confirm the lien, security interest or rights of set off and recoupment set forth in the Agreement, to enforce our rights and remedies under the Agreement with respect to the Collateral, or to otherwise further effect the purposes of the Agreement.

f. Other Protections. We and our Affiliates may take other actions to protect our and our Affiliates' exposure or risk to you or your Affiliates under the Agreement or any Other Agreement, including changing the speed or method of payment for Charges, exercising our Chargeback rights, charging you fees for Disputed Charges, or recouping from, or otherwise offsetting against, any amounts due from us or any of our Affiliates to you or any of your Affiliates under the Agreement or any Other Agreement against amounts that you or any of your Affiliates owe us or our Affiliates under the Agreement or any Other Agreement. We may also terminate the Agreement or suspend any of the services in whole or in part under the Agreement at any time with or without notice to you for any reason.

g. Providing Information. You must provide to us promptly, upon request, information about your and your Affiliates' finances, creditworthiness, and operations, including your most recent certified financial statements. You must notify us immediately of the occurrence of any event described in section 3.b. of the General Provisions.

4. NOTICES

a. Notices. Except as otherwise provided in section 4.b of the General Provisions, all notices under the Agreement must be provided in writing to the applicable location provided or described in section 4.c or 4.d: (i) by email, effective when sent; or (ii) by mail through the U.S. postal service or by expedited mail courier service, effective upon the earlier of (A) receipt or (B) two business days after being deposited with a nationally recognized expedited mail courier, three days after being deposited in the mail if mailed by first class postage, or ten days after being deposited in the mail if mailed by third class postage.

b. Other Notices from Us. We may also provide notices to you by: (i) hand delivery, effective when delivered; (ii) facsimile, effective when sent; or (iii) by posting on an American Express website or via our merchant portal, effective when posted or otherwise made available to you. Other provisions in the Agreement may also provide for specific notices to be sent by other methods. When we provide notice by posting on an American Express website or via our merchant portal, as a courtesy, we may also make you aware of it on a statement or by mail, email, or through other communications.

c. Our Notice Contact Information. You must provide notices to us at: By mail at: American Express Travel Related Services Company, Inc., P.O. Box 299051, Fort Lauderdale, FL 33329, Attn: Department 87; or by email at: American.Express.Contract.Keying@aexp.com.

d. Your Notice Contact Information. We may provide notices, statements or other communications to you at any postal or electronic address or facsimile number you or any of your authorized representatives provide to us in the course of our relationship with you either as part of your application or otherwise (for the avoidance of doubt, any updates to a postal address that we identify using the national change of address database (NCOALink) or any successor database maintained by the U.S. postal service shall be considered an address you provided to us). You must notify us immediately of any change to your contact information. Your failure to provide updated contact information may result in a delay of the delivery of notices, statements or other communications; however, it will not impact our ability to give proper legal notice under this provision or the legal effectiveness of our notice.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. Indemnity. You shall indemnify, defend, and hold harmless us and our Affiliates and our respective agents, employees, representatives, successors and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, in any respect arising or alleged to have arisen from: (i)

your breach of the Agreement; (ii) your negligence, fraud, willful misconduct or other wrongful act or omission; (iii) your violation of any privacy, intellectual property, or other third party right; (iv) any transaction you submit or other use of our services by you or anyone using your online Merchant Account user ID, password or other credentials; or (v) your provision of, or failure to provide, goods or services.

b. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND NOR FOR ANY LOST PROFITS OR LOSS OF REVENUE, BUSINESS OPPORTUNITIES, OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES OR LOSS. NEITHER YOU NOR WE ARE RESPONSIBLE TO THE OTHER FOR DAMAGES ARISING FROM DELAYS OR PROBLEMS CAUSED BY TELECOMMUNICATIONS CARRIERS, INTERNET SERVICE PROVIDERS, OTHER COMMUNICATION NETWORKS OR THE BANKING SYSTEM, EXCEPT THAT OUR RIGHTS TO CREATE RESERVES AND EXERCISE CHARGEBACKS ARE NOT IMPAIRED BY SUCH EVENTS.

6. TERM AND TERMINATION

a. Effective Date/Termination Date. The Agreement begins as of the date (i) you first accept the Card after receipt of the Agreement or otherwise indicate your intention to be bound by the Agreement or (ii) we approve your application to accept the Card, whichever occurs first. Either party can terminate the Agreement without cause (and notwithstanding any other rights established under the Agreement) at any time by notifying the other party. Termination will take effect according to the applicable notice period specified in section 4.a or 4.b of the General Provisions.

b. Grounds for Termination. In addition to our rights in sections 3.f and 6.a of the General Provisions, we may terminate the Agreement at any time without notice to you and without waiving our other rights and remedies if you have not submitted a Charge within any 12-month period.

c. Post-Termination. If the Agreement terminates or a party notifies the other party of its intent to terminate the Agreement, without waiving our other rights and remedies, we may withhold from you any payments and/or establish, continue to hold, or increase a Reserve until we have fully recovered all amounts owing to us or our Affiliates and for as long as there is financial exposure or risk to us or our Affiliates under the Agreement or any Other Agreement. If any amounts remain unpaid, then you and your successors and assigns remain liable for such amounts and shall pay us within 30 days of our request. You must also remove all displays of our Marks, return our materials and equipment immediately, return or destroy all of our confidential information immediately (except to the extent prohibited by Applicable Law), and submit to us any Charges and Credits incurred prior to termination.

d. Effect of Termination. Termination of the Agreement for any reason does not relieve the parties of their respective rights and duties under the Agreement that by their nature are intended to survive termination, including the provisions of sections 1, 3, 4, 5, 6, 7, and 8 of the General Provisions, our Chargeback rights, and your duties set forth in the Merchant Regulations to: (i) protect Cardmember Information, (ii) comply with your indemnification obligations, (iii) retain documents evidencing Transactions, and (iv) notify your Recurring Billing customers of such termination. Our right of direct access to the Bank Account also survives until such time as all credits and debits permitted by the Agreement, and relating to Transactions prior to the effective date of termination, have been made.

7. DISPUTE RESOLUTION

We value our merchant relationships. Most merchant concerns can be resolved by contacting our Merchant Services representatives at tel: 1-800-528-5200 or by email: American.Express.Contract.Keying@aexp.com. Please be prepared to provide them with any information you have about the matter, including any efforts you may have made to address or resolve the matter. If Merchant Services is unable to resolve a complaint to your satisfaction, this section explains how Claims can be resolved through mediation, arbitration, or litigation. It includes an arbitration provision. Your agreement to this Dispute Resolution provision does not preclude you from bringing your concerns to the attention of any appropriate governmental agencies.

a. Notice of Claim. Before a party files a lawsuit or initiates a mediation or arbitration regarding a Claim, it agrees to send a written notice (*Claim notice*) to each party against whom the Claim is asserted. This provides the parties an opportunity to resolve the Claim informally or through mediation. The Claim notice by any party, including us, must describe the nature and basis of the Claim and state the specific monetary amount of the Claim, absent any interest, trebling, or similar additions, and/or any other relief demanded. Your Claim notice to us must also include your name, your Merchant name, Merchant address, Merchant d/b/a, Merchant mailing address (if different from your Merchant address), Merchant phone number, Merchant Tax ID, your Merchant Number(s) or your Service Establishment 10-Digit Number(s) with American Express, and be sent to our notice address set forth in section 4.c of the General Provisions.

b. Mediation. In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach a voluntary agreement to resolve the Claim.

i. Initiation of Mediation. Before beginning a mediation, you or we must first provide the Claim notice described above and attempt to resolve the Claim in good faith through informal negotiations. If the parties are unable to resolve the Claim through informal negotiations within 60 days of receiving the Claim notice, you or we then have 90 days to submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association (AAA) (1-800-778-7879, adr.org) for mediation, or to an alternative mediator mutually agreed upon in writing by you and us.

ii. Conduct of Mediation. You and we will cooperate in selecting a mediator from a panel of neutrals and in scheduling the mediation proceedings. Both parties will share equally the costs of any mediation proceedings but otherwise will be responsible for their own legal costs and expenses. You and we shall both have a business representative (either an employee or principal, the choice of whom shall be at the producing party's discretion) attend any Mediation, whether in-person or by remote videoconference.

iii. Confidentiality/Tolling. All communications made for the purpose of, in the course of, or pursuant to the mediation are confidential, and no evidence of any such communication is admissible for any purpose or subject to discovery. From the date you or we receive the Claim notice, all applicable statutes of limitations and defenses based upon the passage of time are tolled for 180 days or until termination of the mediation, whichever is earlier.

iv. Effect. If neither party elects mediation within 90 days after the completion of the 60-day informal negotiation period, or the parties do not reach a resolution within a period of 90 days from the first meeting of the parties in mediation, then either party may elect to resolve the Claim by initiating a binding arbitration as set forth in section (c) below.

c. Arbitration. You or we may elect to resolve any Claim by individual, binding arbitration. Claims will be decided by a single neutral arbitrator, except as provided below.

If arbitration is chosen by either party, neither you nor we have the right to litigate that Claim in court or have a jury trial on that Claim. Further, neither you nor we have the right to participate in a representative capacity or as a member of any class pertaining to any Claim subject to arbitration. Arbitration procedures are generally more limited than the procedures that apply in court, and discovery is generally more limited. The arbitrator's authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it only applies to the specific Claim(s) arbitrated and cannot be used in any other arbitration or case except to enforce the award for that Claim. Other rights you or we would have in court may also not be available in arbitration. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision is final and binding.

i. Initiation of Arbitration. Before beginning an arbitration, you or we must first provide the Claim notice described above. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with the Agreement (in which case the Agreement shall govern). If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration and for other information. Claims may be referred to another arbitration organization if you and we agree in writing, or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing that requires the physical presence of the parties (as opposed to a video appearance) shall take place in New York, New York, unless the parties agree in writing to an alternate venue.

ii. Limitations on Arbitration. If either party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There is no right or authority for any Claim to be arbitrated on a class action basis or on bases involving any Claim brought in a purported representative capacity on behalf of the general public, other Merchants, or other persons similarly situated. This prohibition is intended to, and does, preclude you from participating in any action by any trade association or other organization against us. Disputes brought by any party, including us, may not be joined or consolidated in arbitration with Claims brought by or against any third party. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) does not apply.

iii. Previously Filed Claims/No Waiver. You or we may elect to arbitrate any Claim that has been filed in court at any time before the earlier of the presentation of evidence at trial has begun and final judgment being entered on the Claim. Either you or we may choose to delay enforcing or to not exercise rights under this arbitration provision, including the right to elect to arbitrate a Claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of doubt, and without limiting its scope, this section 7.c.iii applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the Merchant Regulations, or any similar provisions of any prior Card acceptance agreement, that was filed against us prior to the date that the Agreement is effective.

iv. Arbitrator's Authority. The arbitrator has the power and authority to award any relief that would have been available in court, including equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, shall grant specific performance whenever possible. However, the arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this section 7, nor to determine any matter or make any award except as provided in this section 7.

v. Split Proceedings for Equitable Relief. Either you or we may seek equitable relief in aid of arbitration prior to arbitration on the merits solely to preserve the status quo pending completion of such arbitration process. Equitable relief awarded pursuant to this section 7.c.v shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered following a violation of such award.

vi. Small Claims Court; Injunctive Relief. We shall not elect to use arbitration under this section 7.c for any Claim you properly file in a small claims court so long as the Claim seeks individual relief only and is pending only in that court. Injunctive relief sought to enforce the provisions of sections 8.a and 8.b of the General Provisions is not subject to the requirements of this section. This section is not intended to, and does not, substitute for our ordinary business practices, policies, and procedures, including our rights to Chargeback and to create Reserves.

vii. Governing Law/Arbitration Procedures/Entry of Judgment. This section 7.c is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law, including the same substantive law, statutes of limitations and privileges as would apply in court. Arbitration will not be deemed initiated under section 7.b, including for statute of limitations purposes, until you or we submit a Claim notice as described in sections 7.a, a formal written arbitration demand is filed with the organization selected, and you either (A) pay your share of arbitration filing fees or (B) include in your written arbitration demand a request that we advance your share of arbitration filing fees. Subject to the tolling provisions of section 7.b.iii, neither sending a Claim notice alone nor requesting mediation constitutes initiation of arbitration for statute of limitations purposes. A business representative (either an employee or principal, the choice of whom shall be at the producing party's discretion) for both of you and us shall attend any Arbitration hearing, whether in-person or by remote videoconference. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence, provided that any party may

request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have 15 days to make objections, and the arbitrator shall notify the parties of his/ her decision within 20 days of any objecting party's submission. Notwithstanding the previous sentence, if a Claim is for: (1) $100,000 or less, you or we may elect to have the arbitration conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the rules of the selected arbitration organization, with no discovery; (2) more than $100,000 and less than $1,000,000, you and we shall be entitled to limited discovery, which shall include reasonable discovery of hard-copy and electronically-stored information, including not more than four custodians, the selection of which is to be approved by the arbitrator, who shall consider, *inter alia*, whether the discovery sought from one party is proportional to the discovery received by the other party, but shall not include depositions; or (3) $1,000,000 or more, or includes a request for injunctive relief, (A) you and we shall be entitled to reasonable document and deposition discovery, including reasonable discovery of electronically-stored information, and no more than 10 depositions for each side, as approved by the arbitrator, who shall consider, *inter alia*, whether the discovery sought from one party is proportional to the discovery received by the other party. With respect to awards of $500,000 or more and/or where injunctive relief is ordered by the arbitrator, either party can initiate an appeal by notifying the arbitration organization and all parties in writing within 60 days after the arbitrator's award is issued, after which the parties will select a three-arbitrator panel administered by the selected arbitration organization, which shall reconsider *de novo* any aspect requested of that award and whose decision (or award (if no written decision is timely requested)) is final and binding; the appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. At the timely request of a party, the arbitrator(s) shall provide a written and reasoned opinion explaining his/her award. The arbitrator's decision is final and binding, subject to each party's right to appeal as stated in this section 7.c and/or to challenge or appeal an arbitration award pursuant to the FAA. If more than 60 days after the written arbitration decision is issued a party fails to satisfy or comply with an award or file a notice of appeal, if applicable, the other party shall have the right to seek judicial confirmation of the award in any state or federal court where the other party's headquarters or assets are located.

viii. Confidential Proceedings. The Claim, Claim notice, any subsequent arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings are confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the Claim resolution, negotiations, mediation, arbitration, and proceedings to confirm arbitration awards by either party, its agents, employees, experts or attorneys, or by the mediator or arbitrator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, mediation, or arbitration.

ix. Costs of Arbitration Proceedings. You will be responsible for paying your legal fees (except where otherwise provided in the Agreement), witness fees (including expert witnesses), and your share of any arbitration fees (including filing, administrative, hearing and/or all other fees). At your written request, we will consider in our sole discretion, but will not be required, to make a temporary advance of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

x. Additional Arbitration Awards. If the arbitrator rules in your favor for a net award in an amount greater than any settlement offer we made to you before any final arbitration award is announced, that arbitrator's award will include any money to which you are entitled pursuant to the award, but in no case less than $5,000. If the arbitrator determines that the claims or defenses of a party to the arbitration lacked merit and were presented in bad faith or for purposes of harassment, the arbitrator shall award to the other party such fees and costs as reasonably incurred in responding to the improperly-presented claims or defenses.

d. Interest. To the extent permitted by Applicable Law, the parties expressly disclaim any entitlement to prejudgment, post-verdict, or post-judgment interest imposed by New York law or any other Applicable Law. If Applicable Law does not permit disclaiming such interest, any interest awarded by a court, tribunal, or arbitrator related to a Claim shall be calculated using a rate equivalent of the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment, but in no event shall the interest rate exceed 5%. Any award for prejudgment, post-verdict, or post-judgment interest, if not permitted to be disclaimed under Applicable Law pursuant to the first sentence of this paragraph, shall use this rate and this rate only.

e. Definitions. For purposes of this section 7 only, (i) *we*, *our*, and *us* include any of our Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) *you* and *your* include any of your Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) *Claim* includes any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express, Merchant or any other entity that American Express has the right to join in or control its resolution, including any transaction using an American Express product or network or issue regarding an American Express policy or procedure.

f. Continuation. This section 7 survives termination of the Agreement, any legal proceeding to collect a debt, any bankruptcy and any sale of you or your assets (in the case of a sale, its terms apply to the buyer). If any portion of this Dispute Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it does not invalidate the remaining portions of this section 7, the Agreement, or any predecessor agreement you may have had with us, each of which is enforceable regardless of such invalidity.

8. MISCELLANEOUS

a. Confidentiality. You must keep confidential and not disclose to any third party the provisions of the Agreement or any other information that you receive from us that is not publicly available.

b. Proprietary Rights and Permitted Uses. Except as otherwise expressly specified in the Merchant Regulations, neither party has any rights in the other party's Marks, nor shall one party use the other party's Marks without its prior written consent, except that we may use your name, address (including your

website address or URLs), and telephone numbers and industry classification in any media at any time.

c. Your Representations and Warranties. You represent, warrant and covenant to us that as of the date that the Agreement is effective, and continuing during the term of the Agreement: (i) every statement made to us on your application or other information provided to us in relation to the Agreement is true, correct and complete; (ii) you are duly organized, validly existing, and in good standing under the laws of the jurisdiction in which you are organized; (iii) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business; (iv) you have full authority to enter into the Agreement and all necessary assets and liquidity to perform your obligations and pay your debts under the Agreement as they become due; (v) there is no circumstance existing, threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts under the Agreement; (vi) you are authorized to enter into the Agreement on behalf of your Affiliates and the individual who signs the Agreement or otherwise enters into it has authority to bind you and them to it; (vii) you are not doing business under a name or style not previously disclosed to us; (viii) you will use the services provided under the Agreement only for your own proper business purposes and will not resell, directly or indirectly, any part of those services to any individual or Entity unless expressly permitted in the Merchant Regulations or authorized by us; (ix) you will not submit Transactions between Cardmembers and any other individual or Entity, except as explicitly permitted by and in compliance with Chapters 13 and 14 of the Merchant Regulations (e.g., you will not engage in factoring or "laundering" of Transactions); (x) you own and control the Bank Account; (xi) you will not at any time during the term of the Agreement grant or pledge, any security interest or lien in the Reserve Assets or Bank Account to any individual or Entity without our consent; (xii) you have not assigned to any third party any payments due to you under the Agreement; (xiii) (A) all payments due to you arising from Charges are for bona fide sales of goods or services (or both) at your Establishments; and (B) all payments due to you arising from Charges are free of any liens, claims, or encumbrances other than ordinary sales taxes or liens or other security interests that you grant pursuant to credit facilities obtained in the ordinary course of business from your commercial banks or other financial institutions; (xiv) you are not (A) listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac), (B) listed on the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or (C) located in or operating under license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member; and (xv) you have read the Agreement and kept a copy for your file. If any of your representations, warranties, or covenants in the Agreement become untrue, inaccurate, or incomplete at any time, you must immediately notify us and we may immediately suspend or terminate the Agreement with or without notice in our sole discretion.

d. Compliance with Laws. You shall comply with all Applicable Laws.

e. Governing Law; Jurisdiction; Venue. The Agreement and all Claims are governed by and shall be construed and enforced according to the laws of the State of New York without regard to internal principles of conflicts of law. Subject to section 7 of the General Provisions, any action by either party under the Agreement shall be brought only in the appropriate federal or state court located in the County and State of New York. Each party consents to the exclusive jurisdiction of such court and waives any Claim of lack of jurisdiction or *forum non conveniens*.

f. Interpretation. In construing the Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to;" (iv) the term "day" means "calendar day;" (v) all amounts are stated in U.S. dollars; (vi) references to a "party" means us, on the one hand, and you, on the other hand; (vii) the term "may" (unless followed by "not") means "has the right, but not the obligation, to"; (viii) any reference to any agreement (including the Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; (ix) any reference to a website or a URL (or both) also refers to its successor website or URL; (x) all captions, headings, and similar terms are for reference only; (xi) use of the phrase "you and your Affiliates" or similar language in the Agreement shall not in any way limit the parties' intent for other uses of the term "you" to refer to both you and your Affiliates; and (xii) where specific language is used to illustrate by example or clarify a general statement, such specific language shall not be interpreted to modify, limit, or restrict the construction of the general statement. To the extent possible, the General Provisions, the provisions of the Merchant Regulations, and the provisions of any accompanying schedules or exhibits shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then that conflict shall be resolved in the following order of precedence: any accompanying schedules or exhibits shall control over the General Provisions or the Merchant Regulations (or both) and the Merchant Regulations shall control over the General Provisions.

g. Assignment. You shall not assign the Agreement, or any of your rights, interests, or obligations under the Agreement, whether voluntarily or by operation of law (including by way of sale of assets, merger, or consolidation), without our prior written consent. Any purported assignment without our prior written consent is voidable in our sole discretion. We may assign the Agreement, or any of our rights, interests, or obligations under the Agreement, without your consent. Except as otherwise specified herein, the Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

h. Waiver; Cumulative Rights. A party's failure to exercise any of its rights under the Agreement or its delay in enforcing any right shall not constitute a waiver of its rights, nor shall a party's waiver of its rights on any occasion constitute a waiver of such rights on any other occasion. No course of dealing by a party in exercising any of its rights constitutes a waiver of those rights. No waiver of any provision of the Agreement is effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. All rights and remedies of the parties are cumulative, not alternative.

i. Savings Clause. Other than as set forth in the last sentence of section 7.c.ii of the General Provisions, if any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be replaced by an enforceable provision most closely reflecting the parties' intentions, with the balance of the Agreement remaining unaffected. If the provision that was previously held to be illegal or unenforceable is subsequently found to not be illegal or unenforceable as a result of a legislative, regulatory or judicial mandate or agreement of an authority with competent jurisdiction, such provision shall be reinstated in the Agreement

and shall supersede the replacement provision. If any such legislative, regulatory or judicial mandate that caused a provision to be held illegal or unenforceable is subsequently modified in any manner, the provision shall be replaced by an enforceable provision that most closely reflects the parties' intentions as shown by the original contract provision.

j. Amendments. We reserve the right to change the Agreement at any time (including by amending any of its provisions, adding new provisions, or deleting or modifying existing provisions) on at least ten days' prior notice to you, provided that we may change the Merchant Regulations pursuant to the provisions set forth below. You agree to accept all such changes (and further to abide by the changed provisions in the Merchant Regulations). We are not bound by any changes that you propose in the Agreement unless we expressly agree in a writing signed by our authorized representative. An email or other electronic communication does not constitute such a signed writing.

i. Scheduled Changes. The Merchant Regulations are published twice each year, in April and October. We may change the provisions of the Merchant Regulations in scheduled releases (sometimes called "Notification of Changes" in our materials) as follows:

- a release of scheduled changes, to be published every April, with changes that take effect in the following October or on such other date as we set forth in the Notification of Changes, and
- a release of scheduled changes, to be published every October, with changes that take effect in the following April or on such other date as we set forth in the Notification of Changes.

Where a scheduled change is to take effect during the period between two editions of the Merchant Regulations, we will also include the change in the edition of the Merchant Regulations covering the period during which the change shall take effect, noting the effective date of the change.

ii. Unscheduled Changes. We may also change the provisions of the Merchant Regulations in separate unscheduled releases at any time, which shall take effect ten days after notice to you unless another effective date is specified in the notice.

k. Entire Agreement. The Agreement is the complete and exclusive expression of the agreement between you and us regarding the subject matter of the Agreement and supersedes any prior or contemporaneous agreements, understandings, or courses of dealing regarding such subject matter.

l. Disclaimer. WE DO NOT MAKE AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE AGREEMENT WHETHER EXPRESS, IMPLIED, OR ARISING BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT.

m. No Third-Party Beneficiaries. Except for the indemnitees specified in section 5.a of the General Provisions, the Agreement does not and is not intended to confer any rights or benefits on any individual or Entity that is not a party to the Agreement and none of the provisions of the Agreement are enforceable by any individual or Entity other than the parties to the Agreement, their successors and permitted assigns. The parties reserve the right to amend or terminate the Agreement without the consent of those indemnitees.

n. Public Communications. You shall not issue any press release or make any other public announcement or statement relating to the Agreement, us or our Affiliates or the services we provide without our prior written consent.

o. Independent Contractors. You and we are independent contractors. No agency, partnership, joint-venture, or employment relationship is created between the parties by the Agreement. Each party is solely responsible for its own acts and omissions and those of its respective agents, employees, representatives, and subcontractors in connection with the Agreement.

p. Electronic Signatures. The parties are entitled to sign and transmit an electronic signature of the Agreement. To the extent either party signs the Agreement by electronic signature, each party acknowledges and agrees that this electronic method of signature is as conclusive of the signing party's intention to be bound by the Agreement as if that party had signed the Agreement by manuscript (pen and paper) signature.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By:



Anna Marrs

Group President, Global Merchant & Network Services

SCHEDULE A

Provisions required by Florida law

POLITICAL CAMPAIGNS

During the term of this Agreement, Amex shall comply in all respects with any and all applicable provisions of the Florida Election Code, the Florida Code of Ethics, and the Palm Beach County Code of Ethics, as they relate to participation in or contributions to political campaigns for City elective office.

SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, a company is ineligible to and may not, bid on, submit a proposal for, enter into, or renew, a Contract with a local government entity for goods or services in any amount if the company is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Agreement, Amex certifies that Amex is not on the Scrutinized Companies that Boycott Israel List, and that Amex is not engaged in a boycott of Israel. The City reserves the right to terminate any contract in which Amex violates Section 287.135, Florida Statutes.

C. Amex shall notify the City if, at any time during the term of this Contract, Amex is placed on the Scrutinized Companies that Boycott Israel List, or that Amex is engaged in a boycott of Israel. Such notification shall be in writing and provided by Amex to the City within ten (10) days of the date of such occurrence.

D. In the event the City determines, using credible information available to the public, that Amex has submitted a false certification or Amex is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Amex, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Amex.

E. Amex shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

PUBLIC ENTITY CRIMES

Amex acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "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 an Amex, supplier, Amex, 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."

PUBLIC RECORDS

A. The City of Sunrise is a public agency subject to Chapter 119, Florida Statutes. This Contract requires Amex to provide Services, and therefore Amex shall comply with Section 119.0701, Florida Statutes. Specifically, Amex shall:

1. Keep and maintain all public records related to the performance of the Services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that 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 for the duration of the Contract term and following completion of the Contract.
4. Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Services. Amex shall meet all applicable requirements for retaining public records set out in Florida law.
5. In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Amex, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

B. The failure of Amex to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against Amex provided for under this Contract or at law.

C. IF Amex HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO Amex'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV).

FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the Purchase is $100,000.00 or more, Amex 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. Amex 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.

ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information to an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the

City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

Amex shall certify compliance with section 287.138, Florida Statutes, by executing the Amex Certification regarding Entities of Foreign Countries of Concern, which is included as Attachment A The City reserves the right to terminate this Agreement in the event Amex has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

E-VERIFY

By entering into this Agreement, Amex becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to registration with and utilization of the E-Verify System to verify the work authorization status of all new employees and *requiring all Amex/subconsultants to provide an affidavit attesting that the Amex/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien*. Amex must maintain a copy of this affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a Amex/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Amex, the Amex may not be awarded a public contract for a period of 1 year after the date of termination. Should Amex violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

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 Amex represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

Antitrust Violations

Amex has a continuous duty to disclose to you 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, Amex 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 your option consistent with Section 287.137, Fla. Stat. as amended.

NONCOERCIVE CONDUCT FOR LABOR

Amex shall comply with the requirements of Section 787.06(14), Florida Statutes, by having an officer or other authorized representative of the Amex execute the Affidavit attached hereto as Attachment B, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

Attachment A

FOREIGN COUNTRY OF CONCERN ATTESTATION

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.

Amex 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: _____

Title: _____

Signature: _____ Date: _____

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of_____,202___,

by _____ (name of person acknowledging)

as _____ (type of authority, . . . e.g.

officer, trustee, attorney in fact) for _____ (name

of party on behalf of whom instrument was executed) .

_____
Notary Public
State of _____ at Large
My Commission Expires:
My Commission Number:

Attachment B

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("Amex")

Amex FEIN:_____

Address:_____

City:_____ State: _____Zip:_____

Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Amex is required to provide an affidavit under penalty of perjury attesting that Amex does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Amex, I certify that Amex does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

Name of Amex: _____

(Firm Name as Registered with their State of origin)

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____

President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of_____, 202__, by _____ _____(name of person executing the affidavit)_____ (type of authority (e.g. officer, trustee, attorney in fact) for _____ (name of Provider).

_____
Notary Public
State of _____ at Large
My Commission Expires:

EXHIBIT 1

PARTICIPATING CITY ENTITIES

The Participating City Entities, as of the Effective Date, are set forth in the table below.

EXHIBIT 2

AGENCY PARTICIPATION AGREEMENT

FOR AMERICAN EXPRESS® CARD ACCEPTANCE

[CITY ENTITY]

This Agreement and any attachments hereto (*Agency Participation Agreement*) is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (*we*, *us* or *our*), and the **CITY OF SUNRISE** (*you* and *your*).

For good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. The terms and conditions of the Agreement for American Express® Card Acceptance between the **City of Sunrise** and us (*Master Agreement*) are incorporated herein by this reference as if fully set forth herein and all references therein to "you" and "your" apply to you. Capitalized terms used but not defined herein have the same meaning as in the Master Agreement, unless specified to the contrary.

2. You agree to accept the Card under the terms of the Master Agreement. You represent that you have received all the necessary approvals from the State Treasury Department to allow you to enter into this Agency Participation Agreement.

3. Notwithstanding anything to the contrary contained herein, all terms and conditions of the Master Agreement shall remain unchanged and in full force and effect, and this Agency Participation Agreement shall continue in effect for so long as the Master Agreement is in full force and effect. If the Master Agreement terminates for any reason, this Agency Participation Agreement shall also immediately terminate without further notice.

IN WITNESS WHEREOF, the parties have caused this Agency Participation Agreement to be executed effective as of _____.

[CITY ENTITY]	**AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**
By: _____	By: _____
	Name: _____
	Title: _____
Date: _____	Date: _____



Detail by Entity Name

Foreign Profit Corporation
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

Filing Information

Document Number	854488
FEI/EIN Number	13-3133497
Date Filed	10/25/1982
State	NY
Status	ACTIVE
Last Event	EVENT CONVERTED TO NOTES
Event Date Filed	03/30/1987
Event Effective Date	NONE

Principal Address

200 Vesey Street
New York, NY 10285

Changed: 04/07/2025

Mailing Address

200 Vesey Street
New York, NY 10285

Changed: 04/07/2025

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/23/1992

Address Changed: 06/23/1992

Officer/Director Detail

Name & Address

Title President

Squeri, Stephen J
200 Vesey Street
New York, NY 10285

Title Treasurer

Bernstein, Kerri S.
200 Vesey Street
New York, NY 10285

Title Secretary

Turnbull, Douglas C
200 Vesey Street
New York, NY 10285

Title Director

Squeri, Stephen J
200 Vesey Street
New York, NY 10285

Title Director

Bernstein, Kerri S.
200 Vesey Street
New York, NY 10285

Title Director

Seeger, Laureen E.
200 Vesey Street
New York, NY 10285

Annual Reports

Report Year	Filed Date
2023	03/21/2023
2024	04/19/2024
2025	04/07/2025

Document Images

04/07/2025 -- ANNUAL REPORT	View image in PDF format
04/19/2024 -- 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
04/30/2021 -- ANNUAL REPORT	View image in PDF format
05/31/2020 -- ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format

04/20/2017 -- ANNUAL REPORT	View image in PDF format
04/05/2016 -- ANNUAL REPORT	View image in PDF format
04/10/2015 -- ANNUAL REPORT	View image in PDF format
04/05/2014 -- ANNUAL REPORT	View image in PDF format
04/08/2013 -- ANNUAL REPORT	View image in PDF format
03/31/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
04/20/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
04/09/2005 -- ANNUAL REPORT	View image in PDF format
04/05/2004 -- ANNUAL REPORT	View image in PDF format
04/07/2003 -- ANNUAL REPORT	View image in PDF format
11/15/2002 -- ANNUAL REPORT	View image in PDF format
05/01/2001 -- ANNUAL REPORT	View image in PDF format
05/10/2000 -- ANNUAL REPORT	View image in PDF format
05/11/1999 -- ANNUAL REPORT	View image in PDF format
05/12/1998 -- ANNUAL REPORT	View image in PDF format
05/02/1997 -- ANNUAL REPORT	View image in PDF format
02/27/1996 -- ANNUAL REPORT	View image in PDF format
02/21/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Settlement

Item Number: 4B **Meeting Date:** 3/24/2026

City Reference Number (C#): C26065

Item Description:

A Resolution of the City of Sunrise, Florida, approving a Workers' Compensation Settlement related to Claimant for Claim No. 565776; authorizing the City's Workers' Compensation Counsel and Risk Manager, or Designee, to finalize and execute all related documents; and providing an effective date. City Manager Mark Lubelski, Susan Nabors, Director of Finance and Administrative Services.

Funding:

501.00.00.239.239951 Claims and Judgments / Workers' Compensation

Amount:

Amount not to exceed $43,000.00

ATTACHMENTS:

ATY Resolution - C26065

Background:
This is a settlement related to a City workers' compensation claim. The Claimant sustained compensable on-the-job injury on April 1, 2013 (claim# 565776). Staff and the City's workers' compensation counsel are recommending the City Commission approve a workers' compensation settlement in the amount of forty thousand dollars ($40,000.00) to be paid to claimant to settle all liabilities and verified claims, plus actual claim adjustment expenses agreed to by the City in an amount not to exceed three thousand dollars ($3,000), including but not limited to all claims for any past and future medical expenses, all lost wages, all claimant's attorney's fees, and all lien and release costs related to Claim No. 565776.

Staff recommend the City Commission approve the settlement and authorize the City's workers' compensation counsel and Risk Manager are authorized to finalize and execute all related documents for this settlement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Petyah Triche Phone: 9545722498

Department Head Name and Title:
Susan Nabors
Finance & Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A WORKERS' COMPENSATION SETTLEMENT RELATED TO CLAIMANT FOR CLAIM NO. 565776; AUTHORIZING THE CITY'S WORKERS' COMPENSATION COUNSEL AND RISK MANAGER, OR DESIGNEE, TO FINALIZE AND EXECUTE ALL RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. A workers' compensation settlement in the amount of forty thousand dollars ($40,000.00) to be paid to claimant to settle all liabilities and verified claims, plus actual claim adjustment expenses agreed to by the City in an amount not to exceed three thousand dollars ($3,000), including but not limited to all claims for past and future medical expenses, lost wages, claimant's attorney's fees, and lien and release costs related to Claim No. 565776, is hereby approved.

Section 2. The City's workers' compensation counsel and Risk Manager, or designee, are authorized to finalize and execute all related documents for this settlement.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Agreement

Item Number: 4C **Meeting Date:** 3/24/2026

City Reference Number (C#): C26059

Item Description:

A Resolution of the City of Sunrise, Florida, authorizing the Purchase of Radio Maintenance and Repair Services from Broward County Regional Communications and Technology Division; and providing an effective date. City Manager Mark Lubelski; John McNamara, Fire Chief.

Funding:
Various Departmental Accounts

Amount:
$35,000.00 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2025/2026.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26059
Attachment A
Resolution 13-142
Resolution 13-143
Resolution 13-143-20-A
Resolution 13-143--23-A

Background:
On September 23rd, 2013, City Commission approved a Regional Interlocal Agreement (RILA) between the City of Sunrise and Broward County to provide for Cooperative Participation In A Regional Public Safety Intranet (RPSI) via Resolution No. 13-142. This RILA supports closest unit response in life threatening emergencies, providing installation of necessary equipment while keeping maintenance of said equipment under City responsibilities. On September 23rd, 2013, City Commission also approved an Agreement for Participation in the Consolidated Regional E-911 Communications System via Resolution No. 13-143.

Various City Departments utilize two-way radios and require periodic maintenance and repair services to ensure continuity of operations. The City currently has a contract in place for some services; however, many of the services in the contract no longer pertain to the City and there are additional services needed that the contract does not cover. In addition, the Broward County Regional Communications and Technology Division is able to provide the required services with competitive pricing and for a quicker turnaround time. The use of radios and ancillary equipment is vital for Citywide personnel communications, especially for first responders; therefore, we have been successfully been using the Broward County Regional Communications and Technology Division services under the Procurement Manager's authority.

Due to the acquisition of new equipment, the implementation of the new Fire Rescue Station Alert system, and the increasing number of radios no longer under warranty, the demand for ongoing maintenance and repairs has increased. Staff is seeking approval to purchase these required Radio Maintenance and Repair Services from Broward County Regional Communications and Technology Division on an as-needed basis, in an amount not to exceed fiscal year 2025/2026 budgeted funds and subsequent years' subject to budget approval.

Because the service is provided by another governmental agency, pursuant to Section 5-173(6) the City's bidding procedure is hereby waived.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Margarita Marra Phone: 954-572-2203

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, AUTHORIZING THE PURCHASE OF RADIO MAINTENANCE AND REPAIR SERVICES FROM BROWARD COUNTY REGIONAL COMMUNICATIONS AND TECHNOLOGY DIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2013, via Resolution No. 13-142, the City of Sunrise (City) entered into a Regional Interlocal Agreement (RILA) with Broward County to provide for Cooperative Participation in a Regional Public Safety Intranet, which supports closest-unit response in life threatening emergencies, while keeping maintenance of equipment under City responsibilities; and

WHEREAS, in 2013, via Resolution No. 13-143, the City Commission approved an Agreement with Broward County for Participation in the Consolidated Regional E-911 Communications System (E-911 PA) and the migration to the County's computer Aided Dispatch System (CAD); and

WHEREAS, in 2015, via Resolution No.15-103, the City Commission approved an Interlocal Agreement (ILA) with Broward County as to MotoTRBO Equipment, whereby the City assumed maintenance and repairs costs for Motorola radio equipment and which allowed the use of certified Motorola repair facilities and employees authorized by Broward County to program or repair radios that receive or transmit on the system; and

WHEREAS, in 2020, via Resolution No. 13-143-20-A, the City Commission approved a First Amendment to the E-911 PA and the RILA to acknowledge and adopt updates to the Operator Agreement between Broward County and the Broward Sheriff's Office and the operation of the Consolidated Regional E-911 Communications System, and to amend the RILA to remain consistent with the E-911 PA; and

WHEREAS, in 2023, via Resolution No. 13-143-23-A, the City Commission approved a Second Amendment to the E-911 PA and the RILA to extend the terms of those agreements through September 30, 2028; and

WHEREAS, since the approval of the E-911 PA and the RILA, as amended, new equipment has been purchased, numerous radios and equipment are no longer under warranty, the demand for ongoing maintenance and repair services has increased, and the annual expenditures for maintenance and repair services now exceed the Procurement Manager's authority threshold of $35,000; and

WHEREAS, the use of radios and radio equipment is vital for City personnel, particularly first and emergency responders. The Broward County Regional

Communications and Technology Division provides local support with experienced and certified personnel, and competitive pricing.

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

Section 1. The foregoing recitals are hereby ratified as the legislative intent of this Resolution.

Section 2. The purchase of Radio Maintenance and Repair Services from Broward County Regional Communications and Technology Division is hereby approved in an amount not to exceed the FY 2025-2026 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 3. The Procurement Manager or designee is hereby authorized to issue Purchase Orders or take other action necessary in connection with these purchases.

Section 4. Pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida, the City's formal bidding procedures are hereby waived because the services being purchased are provided by another governmental agency.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

BROWARD COUNTY
REGIONAL COMMUNICATIONS AND TECHNOLOGY DIVISION
REGIONAL SUBSCRIBER MAINTENANCE AND SUPPORT

SUBSCRIBER EQUIPMENT MAINTENANCE

Broward County Radio Administration must meet the following requirements, designed to drive key service behaviors and performance critical to your confidence in the County:

- Calibration of equipment – Test equipment used by field and bench service technicians must be calibrated on a regular basis in accordance with manufacturer recommendations. This requirement is audited on a regular basis.

- Information Security Policy – Service technicians have a robust policy to secure the information assets of its company, all other companies it does business with and all customers of Broward County. This policy must ensure that our service team's technical resources are properly protected, that the integrity and privacy of confidential information is maintained, that information resources are available when they are needed and that users of these resources understand their responsibilities. All Radio personnel are CJIS vetted by the Broward Sheriffs Office and annually certify for CJIS Security and Privacy.

- Broward County personnel providing Subscriber Equipment Maintenance possess a combined 60 years' experience with extensive training backgrounds and certifications that have been provided by Motorola and its partners. Broward County Radio Technicians are trained to specifically meet the needs of every customer's radio subscriber needs, specifically: creating templates, building codeplugs, programming, installation services and support services. Each user agency in Broward County can rest assured their needs, operational goals, security protocols and responsiveness will be meet by our team of professionals:

SUBSCRIBER RADIO PROGRAMMING OR REFLASHING OPTIONS

- Programming of a radio to update the radio's firmware (firmware purchased separately)
- Reprogramming of existing radios operated by users on the Broward County system to operate on the new P25 Phase II system, including
- Updating radio firmware (flash) to support P25 Phase II operation and any other required feature sets
- Retuning radio with the updated codeplug and template for the new system
- Retuning radio to update codeplug and template to remove the legacy radio system talkgroups (second touch).

PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTE SUBSCRIBER PREVENTATIVE MAINTENANCE:

Subscriber Preventative Maintenance (PM) provides for an operational test to ensure the customer's equipment meets and continues to meet the manufacturer's specification. This service will be provided during standard business days at the Broward County Radio Administration Office or on-site for an additional day to day fee.

Preventive maintenance plan to restore the radio to the manufacturer's specifications at one-year recurring intervals.

Annual Preventative Maintenance will include the following:

- Physical inspection of the radio
- Replacement of any found defective parts (parts at an additional cost)
- Clean radio for dust and foreign substances, both internal and externally
- Align and tune radio with the spectrum analyzer testing the device for frequency, power, deviation and sensitivity and make necessary corrections based on Motorola standards
- Test transmit and receive
- Evaluate battery condition
- Check that the radio has the latest code and appropriate codeplug
- Upgrade radio to the most recent tested firmware
- Mobile radios will require that the antenna lines be checked, and connectors are properly secured

PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTE SUBSCRIBER PICK UP AND DELIVERY:

Pick Up and Delivery is an option to our Subscriber Support Services, where Broward County Radio Administration provides pickup and delivery services for subscribers. This service reduces the time and expense for the agencies to ship, deliver and pick up subscriber devices.

PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTE REPAIR SERVICES:

Our Radio Repair Services provide all component level service for subscriber radio equipment. Services are performed at the Broward County Radio Administration Office. Our service includes repair or replacement of cracked housings, frames, covers, crushed components, shields, missing components, general circuit board repair, warp circuit boards, damage to LCD screens, water/chemical corrosion, and contaminants visible which cannot be cleaned up reliably.

PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTE REPAIR SERVICES: (Cont.)

If the equipment has an internal defect, or is not serviceable locally, then the equipment will require additional service and will be shipped to the Motorola Depot for repair. Confirmation will be required by the user agency to accept all Motorola Depot charges that may be incurred to include shipping and handling and Broward County's initial diagnosis charges.

SUBSCRIBER PROGRAMMING, INSTALL AND MAINTENANCE PRCING

DESCRIPTION	QTY	PRICE	
RADIO CPS PROGRAMMING or REFLASHING RADIO (EXLUDES THE COST OF FLASH)			
MOBILE PER RADIO	EA	$75.00	
PORTABLE PER RADIO	EA	$75.00	
BUILDING TWO-WAY RADIO PROGRAMMING TEMPLATES	**QTY**	**PRICE**	
CODE PLUG CREATION, PER FLASH CODE	1	$700.00	
MODIFY EXISTING TWO-WAY RADIO PROGRAMMING TEMPLATES	**QTY**	**PRICE**	
CODE PLUG MODIFICATION, PER FLASH CODE	P/H	$95.00	
TWO-WAY RADIO PREVENTATIVE MAINTENANCE			
FULL DEVICE PM	**QTY**	**PRICE**	
PORTABLE & MOBILE PER RADIO	EA	$75.00	
FULL DEVICE PM AND PROGRAMMING			
PORTABLE PER RADIO	EA	$95.00	
MOBILE PER RADIO	EA	$125.00	
SUBCRIBER PICK UP / DELIVERY / TRAVEL	**QTY**	**PRICE**	
PICKUP / DROP OFF	N/A	$65.00	
ONSITE FEE FOR SUBSCRIBER SERVICES AND REPAIR- (waived for annual PM projects)	N/A	$100.00	
ALPHA NUMERIC PAGING	**QTY**	**PRICE**	
PAGER PROGRAMMING	EA	$20.00	
PAGER REPAIR	P/H	$65.00	
RADIO REPAIRS	**QTY**	**REGULAR**	**EMERGENCY/OVERTIME**
PORTABLES / PER HOUR PER TECHNICIAN	P/H	$75.00	$175.00
MOBILES / PER HOUR PER TECHNICIAN	P/H	$75.00	$175.00
CONTROL STATIONS/CONSOLETTES/BASE STATIONS PER HOUR PER TECHNICIAN	P/H	$75.00	$175.00
ADMINISTRATIVE | DIAGNOSTICS (waived if service repairs are performed by ORCAT Radio)	EA	$75.00	$175.00

2025-01RB

CITY CLERK
CITY OF SUNRISE
13 SEP 25 AM 11:14

SUNRISE, FLORIDA

RESOLUTION NO. 13-142

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A REGIONAL INTERLOCAL AGREEMENT (RILA) BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE TO PROVIDE FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET (RPSI); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of this agreement is to establish, with the cooperation of Broward cities, a county-wide interoperable public safety intranet that can support closest unit response in life-threatening emergencies and regional specialty teams. This agreement provides for the infrastructure required to consolidate emergency call taking and dispatch services; and

WHEREAS, this agreement will enhance radio interoperability by interconnecting the County and City public safety radio users and enhance information sharing by interconnecting the County and City public safety data users;

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

Section 1. A Regional Interlocal Agreement (RILA) between Broward County and the City of Sunrise providing for cooperative participation in a Regional Public Safety Intranet is hereby approved. A copy of the Regional

Interlocal Agreement will be attached hereto as Exhibit "A."

Section 2. The Mayor is hereby authorized to sign the Regional Interlocal Agreement, subject to City Attorney approval.

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

PASSED AND ADOPTED THIS 23RD DAY OF SEPTEMBER, 2013.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION:	ROSEN
SECOND:	KERCH

KERCH:	YEA
ROSEN:	YEA
SCUOTTO:	YEA
SOFIELD:	YEA
RYAN:	YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Kimberly A. Kisslan

REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

This Regional Interlocal Agreement ("Agreement") is made and entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and City of Sunrise ("City"), a Florida municipal corporation (collectively City and County referred to as the "Parties") providing for cooperative participation in a Regional Public Safety Intranet ("RPSI").

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, County is to establish, with cooperation of Broward cities, a county-wide interoperable public safety intranet that can support closest unit response in life-threatening emergencies and regional specialty teams; and

WHEREAS, the Parties desire to satisfy the intentions of the Broward County Charter by insuring that someone with a life-threatening emergency receive care from the closest available emergency vehicle; and

WHEREAS, the City agrees to work towards insuring someone with a life-threatening emergency receive care from the closest available emergency vehicle, including pursuing automatic aid agreements with neighboring cities who utilize the county-wide CAD system; and

WHEREAS, the Parties desire to enhance radio interoperability by interconnecting County and City public safety radio users and to enhance information sharing by interconnecting County and City public safety data users; and

WHEREAS, County maintains a Trunked Radio System, Computer Aided Dispatching ("CAD") System, Automated Vehicle Location ("AVL") System, a Law Records Management System ("LRMS"), and a Fire Records Management System ("FRMS") as part of its public safety intranet that supports county-wide police, fire, and emergency services; and

WHEREAS, the Parties desire to make the most efficient use of their technical resources to enable the Parties to cooperate with each other to provide quality county-wide public safety communication services;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises, set forth, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Advanced Tactical Mapping ("ATM"): A component of the RPSI that provides computer aided dispatch mapping. In conjunction with AVL, these maps pinpoint the real time location, availability, status, and routing of emergency vehicles which ultimately enhance response times.

1.2 Automated Vehicle Location ("AVL") System: A component of the RPSI that provides GPS-based tracking of public safety vehicles. AVL facilitates closest unit response when coupled with a common CAD platform.

1.3 Board of County Commissioners: The term "Board of County Commissioners" shall mean the Board of County Commissioners of Broward County, Florida.

13 OCT 21 AM 10:57

CITY CLERK
CITY OF SUNRISE

1.4 Capital: The term "Capital" shall mean costs for machinery, equipment, vehicles or other tangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. The term shall exclude call-taking and dispatch equipment and other capital items that are purchased by County pursuant to the provisions of Section 5.03A of the Charter of Broward County.

1.5 Change Management Requests ("CMR"): The process used to specify the times and conditions when designated tasks can be performed on all software and hardware affiliated with the RPSI including but not limited to the Trunked Radio System, Public Safety Network, Computer Aided Dispatch (CAD) System, E-911, etc. The CMR is more fully explained in Exhibit D.

1.6 Computer Aided Dispatch ("CAD") System: A component of the RPSI that has as one of its functions, in conjunction with the AVL System, the ability to assist a radio dispatcher in identifying and dispatching public safety vehicles and personnel closest to the scene of an incident.

1.7 Contract Administrator: County's Director of the Office of Communications Technology.

1.8 County: The term "COUNTY" shall mean the government of Broward County, acting through the Board of County Commissioners or its designee.

1.9 Demarcation Points: A "Demarcation Point" or "Demarc" identifies a responsibility boundary between City-responsible items and County-responsible items. Exhibit B further defines and visually portrays the RPSI Demarcation Points and entity responsibilities on a portion-by-portion basis.

1.10 Equipment: The County-owned and maintained items listed in Exhibit C and any other County-provided items.

1.11 Fire Records Management System ("FRMS"): A component of the RPSI that archives fire-related dispatch records and information.

1.12 Fire Rescue Frontline Vehicles: Vehicles that are typically dispatched in the initial stages of an incident for the protection and preservation of life, property, and the environment. Vehicles whose primary purpose is responding to emergencies where time is critical, *i.e.*, Fire Engines (Pumpers), Ladder Trucks, Medical Rescue Vehicles, and Shift Commanders. Frontline vehicles are staffed and dispatched and do not include resources held in a reserve or staff capacity.

1.13 Fire Station Alerting: Allows regional and non-regional communication centers to efficiently respond to emergencies by managing the assets of multiple fire stations. Public Safety Dispatch Centers can dispatch an engine, ambulance, entire station, or multiple stations by selecting them on their computer screen or by the push of a few buttons.

1.14 Hosted Master Site: The Hosted Master Site is the central hub for all analog and secure two-way radio voice processing. The Motorola Hosted Master Site replaced the County owned SmartZone Controller which was at end of life. The Hosted Master site uses Motorola's SmartX solution inclusive of analog to digital site converters which will allow the existing SmartZone 3.0 Radio Network to communicate to a P25 IP platform.

1.15 Law Records Management System ("LRMS"): A component of the RPSI that archives law enforcement dispatch records and information.

1.16 NetMotion: A component of the RPSI that improves mobile data network performance, encryption, communication stability, and roaming between disparate private and public wireless networks.

1.17 Network Mobility Zone ("NMZ"): A component of the RPSI which extends the public safety network to multiple jurisdictions. The network mobility zone provides the mobile data and remote facility user's access to the core of the Public Safety Intranet applications.

1.18 Non-Dispatch Facility: A City owned facility hosted by the infrastructure, applications, and services of the RPSI. A non-dispatch facility does not receive E-911 calls nor does it provide City-wide or county-wide dispatch services. A non-dispatch facility may require access to FRMS, Read-Only CAD Services, and PMDC via their owned and operated Local Area Networks. The City-County demarcation boundaries are outlined in Exhibit B.

1.19 Non-Regional Dispatch Center ("NRDC"): A cooperative dispatch center providing E911 call taking and dispatch services for a municipality. A NRDC is also hosted by the infrastructure, applications, and services of the RPSI. A NRDC supports the overall goals of closest unit response, radio interoperability, and data sharing and utilizes the Regional CAD and County-Wide Radio System. The County will be solely responsible for designating each qualifying dispatch center as a NRDC based upon the dispatch center's participation in the regional system. Upon such written designation by the County, the dispatch center will qualify as a NRDC under this Agreement unless and until the County otherwise designates in writing or the Agreement is otherwise terminated.

1.20 Peripheral Equipment: The City-owned and maintained items listed in Exhibit C and any other City-provided items. Peripheral equipment includes but is not limited to Ethernet cabling, mouse, keyboard, speakers, printers, etc.

1.21 Project: The integration of a regional public safety intranet comprised of radio and data systems, benefiting public safety agencies within Broward County that choose to participate.

1.22 Project Charter: Outlines the requirements, direction, constraints, and collectively accepted deliverables within a project. In addition, the charter will act as a guideline for the project manager and project team members to establish scope, schedule, and cost pertaining to the Project. The Project Charter template is further explained and listed in Exhibit E. Upon written confirmation by both parties, the completed Project Charter (including any subsequent updates by the parties) shall be automatically substituted and incorporated herein and shall operate as Exhibit E to this Agreement.

1.23 Project Manager: An employee of the County who is assigned by the Contract Administrator to provide day-to-day management of the Project from inception to completion.

1.24 Public Safety Network ("PSN"): A component of the RPSI which provides the communication connectivity and network infrastructure for data portions of the RPSI.

1.25 Regional Dispatch Center ("RDC"): A cooperative and consolidated dispatch center providing E911 call taking and dispatch services for multiple jurisdictions. A RDC is also hosted by the infrastructure, applications, and services of the RPSI. A RDC supports the overall goals of closest unit response, radio interoperability, and data sharing and utilizes the Regional CAD and County-Wide Radio System. The County funds the personnel and operating expenses associated to a regional dispatch center. The County will be solely responsible for designating each qualifying dispatch center as a RDC based upon the dispatch center's participation in the regional system. Upon such written designation by the County, the dispatch center will qualify as a RDC under this Agreement unless and until the County otherwise designates in writing or the Agreement is otherwise terminated.

1.26 Regional Public Safety Intranet ("RPSI"): The overall collection of Equipment – including but not limited to County's Trunked Radio System, Public Safety Network, and Public Safety Applications

– that constitutes the Regional Public Safety Intranet. City-owned equipment interfaces to the County-owned RPSI.

1.27 Service Level Agreements ("SLA"): Defines an expected level of service segregated into various categories: System performance, trouble resolution, operations, and administration. The Service Level Agreements are further explained and listed in Exhibit F.

1.28 SmartZone: A component of the RPSI that interconnects disparate radio systems to provide county-wide coverage for roaming, efficient use of channels, and voice communication interoperability.

1.29 Subscriber Maintenance: Refers to City's responsibility to maintain the City owned user's equipment. Subscriber maintenance is further explained in Exhibit B.

1.30 System Maintenance: Refers to County's responsibility to maintain the regional public safety intranet (RPSI) as described in Exhibit B.

1.31 Trunked Radio System: County's Trunked Radio Communications System, a major portion of which is used by police and fire rescue personnel within Broward County. County currently owns and operates a twenty-eight (28) channel 800 MHz trunked simulcast SmartZone radio system.

ARTICLE 2
SCOPE OF WORK

2.1 County and City agree to install the necessary Equipment and Peripheral Equipment and perform their respective required tasks in accordance with the Statement of Work (Exhibit A).

2.2 The work to be done shall be referenced, for convenience, according to the project designations and as further identified and detailed in the Exhibit A Statement of Work.

2.3 County agrees that the Trunked Radio System will meet appropriate coverage, functionality, and availability parameters and accepted industry standard levels of performance as determined by Federal Communications Commission (FCC), Telecommunications Industries Association (TIA), and Association of Public Safety Communication Officials (APCO) standards together with manufacturers' specifications.

2.4 County shall own all Equipment the County supplies to City pursuant to this Agreement.

2.5 City shall provide County access to the City's equipment rooms to the extent required for the installation of the County-owned equipment and integration of any applicable City system into the RPSI. City will exercise due care to ensure that the electrical, security, and environmental requirements are maintained for such equipment rooms.

2.6 County agrees that the CAD, AVL, FRMS, LRMS, Mobility Zone, and Public Safety Network functionalities supplied to City shall also meet appropriate performance levels as defined in Exhibit F.

2.7 The Regional Public Safety Intranet will perform based on the specifications of any given application being run on the system as defined in the Exhibit A (Statement of Work). The RPSI shall allow for exchange of information amongst public safety users.

2.8 City shall be responsible for supplying County with needed uninterruptible power system (UPS) electrical power, electrical wiring, heating ventilating and air conditioning (HVAC), and standby power generation to meet manufacturer guidelines and operational standards established by County for dispatch center Equipment.

2.9 City agrees to allow County, with notice to City and monitoring by City personnel, to assist in troubleshooting a City local area network (LAN) which adversely impacts the Regional Public Safety Intranet. City agrees to correct any problems found in an expeditious manner.

2.10 City agrees to comply with the Demarcation Point division of responsibilities for the RPSI as provided in Exhibit B.

2.11 County shall maintain all systems outlined as "County responsibility" in Exhibit B over the life of this Agreement.

2.12 City shall maintain all systems outlined as "City responsibility" in Exhibit B over the life of this Agreement.

2.13 County shall not be responsible for the payment of any taxes, insurance, and utilities for City owned facilities.

2.14 Access to City's facilities for County personnel, or County's subcontractors, consistent with City security practices and procedures, shall be unlimited as to time and day.

2.15 City shall be responsible for any and all maintenance and repairs to the existing City owned facilities and any upgrades to such facilities. City shall maintain the structural and operational integrity of all associated City owned facilities and supporting equipment including but not limited to batteries, buildings, cable plant, generators, roof, skylights, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating systems, air conditioning systems, plumbing, electrical and all other structural components.

2.16 Prior to the issuance of the Notice to Proceed from the County's Contract Administrator to the contractor, the Parties shall develop a mutually acceptable Project Plan inclusive of Project Charter (Exhibit E), project schedule, and communication plan set forth, among other things, (i) selected tasks, deliverables, and activities required of each party, including all dates by which the responsible party must complete such activity, (ii) the milestones and the agreed upon date for completion of each milestone; and (iii) the date for System Acceptance. This development shall constitute a Detailed Design Review. The Project Schedule shall be in the form of a progress chart of suitable scale to appropriately indicate the percentage of work scheduled for completion at any time. Each party represents that it will act in good faith to establish the Project Schedule within thirty (30) days of a signed contract between the County's Contract Administrator and the contractor and that the number of days established will be reasonable as to each activity.

2.17 Upon City's concurrence with, and County's acceptance of, the Detailed Design Review and Project Schedule submitted to County, County will provide contractor with a Notice to Proceed.

2.18 Effective with the execution of this Agreement, City shall become a voting member of the Regional Public Safety Communications Committee ("RPSCC") (or equivalent committee that has the authority to make technical decisions with regard to major upgrades and configuration changes to the RPSI) and other applicable governance boards to the extent approved by County.

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Exhibit G, as well as those developed in the future and issued to City by County. City agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the RPSI Trunked Radio System.

2.20 County and City shall jointly be responsible for developing desired fleet mapping and programming of all subscriber units and system parameters necessary to meet the operational requirements.

2.21 SmartZone operation shall be limited to public safety users only.

2.22 City acknowledges that the services to be performed under this Agreement, relative to County's responsibilities, shall be performed by County and/or its contractors and shall be under the sole supervision and direction of County. At City facilities, City may monitor installation work done by the County, its employees, agents, and subcontractors. Likewise, County acknowledges that the services to be performed under this Agreement relative to City's responsibilities shall be performed by City and/or its contractor(s) and shall be under the sole supervision and direction of City. County may monitor installation work done by the City, its employees, agents, and subcontractors.

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third party to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

2.24 County shall reprogram all City subscriber radios and control stations for operation on the County's Trunked Radio System.

2.25 City is responsible for all removals and installations of its subscriber equipment.

2.26 County agrees that it will not implement any changes/enhancements to the RPSI that could adversely affect the City system subscribers unless directed to do so by federal or state mandates as stated in Section 3.3 of this Agreement or otherwise agreed to, in writing, between the parties. Prior written notice as defined in Exhibit D shall be made by County to City for proposed changes and their potential effect on City operations. Should City or County desire to perform changes to the facility or the RPSI that may impact the Equipment or services provided by the County, the Change Management Request (CMR) procedures (Exhibit D) will be followed.

2.27 The parties agree that any and all drawings, plans, specifications or other documents or materials will be reviewed by City and County, or its sub-contractors to ensure that they are: (a) consistent with the City and County requirements for the Project; (b) sufficiently fit and proper for the purposes intended; and (c) comply with all applicable laws, statutes, building codes, and City and County guidelines or regulations, which apply to or govern the Project. City's approval, acceptance, use of or payment for all or any part of County's services under this Agreement or of the Project itself shall in no way alter County's obligations or City's rights. Copies of all items shall be provided to City and County. The Project Charter will be used to identify the requirements and expectations set forth by City and County.

2.28 In the event that County or City believe that any aspect of a Project is not in compliance with approved plans or applicable codes, or that work cannot be completed as designated, County or City shall notify the appropriate other party within the next business day after discovery, in writing or electronically, as to the reason(s) the proposed portion of the work is not in compliance or not feasible to meet the scope of services to be provided in this Agreement.

2.29 City agrees to complete a joint Acceptance Test Plan (Exhibit A, Attachment 2) with County to inspect County's, or the contractor's performed work on the System to determine if it meets the City's operational needs and County's requirements.

2.30 City public safety users shall have equal accessibility to County's RPSI similar to other public safety agency subscribers.

2.31 City agrees to purchase all necessary City subscriber equipment as described in Exhibit B within ninety (90) days of the City providing written notice to County exercising its option to participate in a regional public safety intranet consisting of any one or combination of the following: Trunked Radio System, CAD, ATM, AVL, FRMS, LRMS, or PSN.

2.32 City agrees to provide County or County's contractor, for the term of the Agreement, with facility space associated with the on-site maintenance, troubleshooting, and repair of all County Equipment.

ARTICLE 3
TERM

3.1 The obligation of the Parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement ("Effective Date").

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4.

3.3 The terms of this Agreement may be amended if a state or federal regulatory agency mandates significant technological modifications of the system requiring a major reconfiguration or upgrade. In such instances, the Parties shall meet to determine an appropriate solution and funding. In the event the parties are unable to reach an agreement regarding state or federal mandates for technological modifications and/or funding of said modifications, either party may terminate the Agreement for cause pursuant to Article 4.

ARTICLE 4
TERMINATION

4.1 This Agreement may be terminated by the County or City for convenience upon providing written notice to the other party at least 365 days prior to the effective date of such termination.

4.2 The failure of the City to perform its responsibilities as set forth herein for a period of thirty (30) calendar days after written notice by County shall constitute a breach of this Agreement. In the event the City fails to cure the breach within such thirty (30) day period, County may immediately terminate this Agreement upon written notice to the City.

4.3 City recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for County's budget year funding. If in any budget year, funding, for any reason, is not provided to cover the County's responsibilities and obligations under this Agreement, this Agreement may be terminated by County without penalty upon written notice to the City.

ARTICLE 5
COMPENSATION

5.1 Section 318.21(9), Florida Statutes, requires that Twelve dollars and fifty cents ($12.50) from each moving traffic violation must be used by the County to fund the County's participation in an intergovernmental radio communication program approved by the Department of Management Services. City understands such revenue generated within its jurisdiction will be used by the County to help fund the RPSI's operating costs.

ARTICLE 6
ADDITIONAL SERVICES

6.1 It is mutually acknowledged that during the term of this Agreement it may be desirable to change the scope or extent of the maintenance services or to have County substitute items of Equipment and/or provide new items of Equipment. The parties also recognize that during the term of this Agreement, additions, changes, or modifications may be necessary or desirable to carry out the intent or purpose of this Agreement. The Parties agree that during the term of this Agreement

they will negotiate in good faith any requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment and other services proposed by County. All requested changes to the scope or extent of the maintenance services or to substitution of items of Equipment and/or provision of new items of Equipment, upgrades and other proposed additional services are subject to funding availability.

6.2 Any and all modifications to the terms and conditions of this Agreement must be contained in a written amendment executed by both parties with the same formalities as set forth herein. Should City or County desire to perform changes to the facilities, the RPSI or PSN that may adversely impact the Equipment provided by the County, the Change Management Request (CMR) procedures (Exhibit D) will be followed.

ARTICLE 7
FREQUENCY USAGE

7.1 City agrees to authorize County, pursuant to state and federal regulations, to integrate City's 800 MHz frequencies into County's public safety intranet for the purpose of building a regional public safety intranet benefiting public safety agencies within Broward County that choose to participate.

7.2 City agrees to authorize County, pursuant to state and federal regulations, to integrate City's eligible 700 MHz frequencies into County's public safety intranet for the purpose of building a regional public safety intranet benefiting public safety agencies within Broward County that choose to participate.

7.3 City shall continue to maintain its radio frequency license ownership and, therefore, shall comply with all applicable federal, state and local laws and regulations to maintain such licensure.

7.4 County shall assist City with filing appropriate documents to facilitate County's usage of the 800 MHz frequencies, including documents regarding Federal Aviation Administration (FAA) or FCC licensure.

7.5 County shall assist City with filing appropriate documents to facilitate County's usage of the 700 MHz frequencies, including documents regarding Federal Aviation Administration (FAA) and/or FCC licensure.

7.6 County understands and agrees to maintain City radio frequencies (direction and range) integrated into the County Trunked Radio system(s).

ARTICLE 8
LIABILITY

8.1 City and County shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or their defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

8.2 City and County agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement. This paragraph does not affect in any way any indemnification or hold harmless obligations of any third party to City or County under any other contract, agreement or obligation.

8.3 City and County are "state agencies or subdivisions" as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to

the extent required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

ARTICLE 9
INSURANCE

9.1 The Parties acknowledge that County is self-insured in accordance with the provisions set forth in Section 768.28, Florida Statutes.

ARTICLE 10
PERFORMANCE

10.1 Operational Performance Metrics will be provided by County to City on a quarterly basis to collectively evaluate system integrity. The operational performance metrics will be a part of the service level agreement provided by County to City and further explained in Exhibit F.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 ASSIGNMENT: County shall perform the services provided for in this Agreement utilizing County's employees, contractors, and subcontractors. Said services shall be performed exclusively and solely for City which is a party to this Agreement. City and County shall not have the right to assign this Agreement without the express written approval of both parties.

11.2 JOINT PREPARATION: The Parties acknowledge that they have sought and received whatever competent advice and counsel as was 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 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.

11.3 SEVERABILITY: In the event any portion or provision of this Agreement is found to be unenforceable by any court of competent jurisdiction, that provision or portion shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.4 ENTIRE AGREEMENT AND MODIFICATION: This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. Specifically, this Agreement supersedes and replaces in its entirety any prior Agreement Providing for Cooperative Participation in a Regional Public Safety Intranet Between City and County (or between City and the Broward Sheriff's Office and assigned by Broward Sheriff's Office to the County). It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.

11.5 COMPLIANCE WITH LAWS: Each party shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

11.6 BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

11.7 FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or

obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or conditions beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

11.8 AUTHORITY: The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

11.9 NOTICES: In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below, and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed in writing in the manner provided in this section:

County:
Broward County
Director, Office of Communications Technology
115 S. Andrews Avenue, Room 325
Fort Lauderdale, Florida 33301

With a copy to:

Broward County Attorney's Office
Government Center
115 S. Andrews Avenue, Room 325
Fort Lauderdale, FL 33301

City:
City of _____
(Insert Address Here)

With a copy to:

City of _____ General Counsel
City of _____
(Insert Address Here)

11.10 MATERIALITY AND WAIVER OF BREACH: 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. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.11 INDEPENDENT CONTRACTORS: The parties agree that each party to this Agreement is an independent contractor. In providing such services, neither of the Parties, nor their respective agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.

11.12 RECORDING: This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969.

11.13 PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect. Notwithstanding any other provision herein, if City and County execute a Lease Agreement for a 911 Emergency Dispatch Center ("Lease Agreement"), then, solely for the term of the Lease Agreement, to the extent any terms of the Lease Agreement directly conflict with any provision(s) herein, the terms of the Lease Agreement shall supersede and control as to any conflicting provision herein.

11.14 MULTIPLE ORIGINALS: This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall be the force and effect of an original document.

11.15 NON-DISCRIMINATION: The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, disability, marital status, sexual orientation or national origin.

11.16 RECORDS: Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents requests served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for noncompliance with that law.

11.17 CHOICE OF LAW, WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the federal or state courts of Broward County, Florida, and shall be governed by the laws of the state of Florida and any applicable federal laws, codes or regulations. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury in any such litigation.

11.18 OWNERSHIP OF EQUIPMENT: County retains ownership of all Equipment that the County provides to the City pursuant to the terms and conditions of this Agreement. In the event this Agreement is terminated by either party, the County shall remove and/or recover all equipment within ninety (90) days of the effective date of termination.

11.19 ATTACHMENTS AND REFERENCES: The following named exhibits are made an integral part of this Agreement:

Exhibit A: Statement of Work
Attachment 1: System Description
Attachment 2: Acceptance Test Plan

Exhibit B: System Demarcation Points
Attachment 1A: Regional Dispatch Center
Attachment 1B: Non-Regional Dispatch Center
Attachment 1C: Non-Dispatch Facility
Attachment 1D: Mobile Data Law Enforcement
Attachment 1E: Mobile Data Fire Rescue Frontline Vehicles
Attachment 2: Demarcation Drawings

Exhibit C: Equipment List

Exhibit D: Change Management Request

Exhibit E: Project Charter

Exhibit F: Service Level Agreements
Attachment 1: Terms and Conditions
Attachment 2: Trouble Ticket Workflow

Exhibit G: RPSI Trunked Radio System SOP's

11.20 THIRD PARTY BENEFICIARIES: This Agreement is not intended to benefit any third party nor shall it create a contractual relationship with any third party.

The remainder of this page is intentionally blank.

REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

BROWARD COUNTY

WITNESS:

(Signature)

SUSAN SEFERIAN

(Print Name of Witness)

(Signature)

JODI GARDNER

(Print Name of Witness)

BROWARD COUNTY, by and through its Board of County Commissioners

By

County Administrator

30th day of September, 2013

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 9/23/13
(Signed) (Date)
Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By 9/26/13
Signature (Date)
Risk Management Division

Print Name and Title above
Jacqueline A Binns
Risk Insurance and
Contracts Manager

BROWARD COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

CITY OF Sunrise

ATTEST:

CITY CLERK

CITY OF Sunrise

By: _____
CITY MAYOR

Mayor Michael J. Ryan
Print Name

24th day of September 2013

Approved as to form and legal sufficiency subject to execution by the parties:

Kimberly A. Kisela
City Attorney

Exhibit A
Statement of Work

Exhibit A – ATTACHMENT 1

SYSTEM DESCRIPTION

To be provided at Detailed Design Review Phase of the project

Exhibit A – ATTACHMENT 2

Acceptance Test Plan

To be provided at Detailed Design Review Phase of the project

EXHIBIT B – ATTACHMENT 1A

Regional Public Safety Intranet Demarcation Points

Regional Dispatch Center

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	GOLD ELITE CONSOLE(S)	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center.	All mobile and portable radio subscriber units including any software operating on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
Hosted Master Site (HMS)	COUNTY OWNED SMARTX CONVERTERS	Maintain COUNTY owned radio equipment in accordance to COUNTY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	Maintain CITY owned radio equipment in accordance to CITY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.
Radio Talkgroup Recording	RECORDER AT REGIONAL DISPATCH CENTER	Logging recorder equipment located at the Regional Dispatch Center. Any software playback at the Regional Dispatch Center.	CITY has no responsibility for talkgroup recording in a regional dispatch center
Fire Station Alerting (FSA)	CITY FSA EQUIPMENT LOCATED AT THE FIRE STATION	Fire station alerting equipment located in the Regional Dispatch Center. COUNTY will be responsible for COUNTY RF connectivity from the Regional Dispatch Center to the CITY Fire Station.	Fire station alerting equipment located at the CITY fire stations. CITY is responsible for any communication medium other than COUNTY RF (ie: leased lines). CITY is responsible for the Fire Station Radio Frequency (RF) antenna to the Zetron Model 6 to the Audio/Video (AV) equipment including the Public Announcement (PA) system and speakers. Any CITY LAN requirements.
CAD System	CITY LAN	Infrastructure and software up to and including the CAD server, Regional dispatch console workstations, Regional Dispatch CAD client licenses, and the needed communications via the	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
		RPSI.	supplied systems do not apply.)
AVL System	CITY LAN	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	CITY LAN	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Fire Records Management System	CITY LAN	Infrastructure up to and including the Fire Records Management servers and standard software site and client licensing for Fire Records.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by CITY.
Law Records Management System	CITY LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.

EXHIBIT B – ATTACHMENT 1B

Regional Public Safety Intranet Demarcation Points

Non-Regional Dispatch Center

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure and software up to and including the COUNTY-owned Gold Elite/P25 IP based Radio Console(s) located in the Regional Dispatch Center.	All mobile and portable radio subscriber units including any software operating on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
Hosted Master Site (HMS)	COUNTY OWNED SMARTX CONVERTERS Or CITY OWNED SMARTX CONVERTERS	Maintain COUNTY owned radio equipment in accordance to COUNTY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.	Maintain CITY owned radio equipment in accordance to CITY HMS User Agreement. The HMS cost is the responsibility of the radio sub-system owner.
Radio Talkgroup Recording	N/A	COUNTY is not responsible for radio talkgroup recording at a Non-Regional Dispatch Center.	Logging recorder equipment located at the Non-Regional Dispatch Center. Any software playback at the Non-Regional Dispatch Center.
Fire Station Alerting (FSA)	N/A	COUNTY is not responsible for fire station alerting at a Non-Regional Dispatch Center.	All fire station alerting related equipment and communication medium at the Non-Regional Dispatch Center and at the CITY fire stations.
CAD System	CITY LAN	Infrastructure and software up to and including the CAD server, Regional dispatch console workstations, Regional Dispatch CAD client licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	CITY LAN	Infrastructure up to and including the AVL server, regional client desktop software licenses, and the needed communications	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
		via the RPSI.	only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	CITY LAN	Infrastructure up to and including the advanced tactical mapping servers, regional standard desktop client software licenses, and the needed communications via the RPSI.	All extended CITY LAN equipment along with software, client licenses, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Fire Records Management System	CITY LAN	Infrastructure up to and including the Fire Records Management servers and standard software site and client licensing for Fire Records.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by CITY.
Law Records Management System	CITY LAN	Infrastructure up to and including the Law Records Management servers.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.

EXHIBIT B – ATTACHMENT 1C

Regional Public Safety Intranet Demarcation Points

Non-Dispatch Facility

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
CAD System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	All extended CITY LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to City "read only" CAD workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Advanced Tactical Mapping	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	All extended CITY LAN equipment along with software, client licenses, desktop workstations, peripheral equipment to provide communications to City ATM workstations and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
Fire Records Management System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location. FRMS standard site and client desktop software licenses will be provided from COUNTY to CITY.	Desktop hardware and all LANs connected to the FRMS; non-standard or customized software desired by CITY.
Law Records Management System	CITY LAN	Infrastructure up to and including physical network connectivity from the RPSI to a single pre-defined CITY location.	Desktop hardware and all LANs connected to the LRMS; non-standard or customized software desired by CITY and standard software site and client licensing for Law Records.

EXHIBIT B – ATTACHMENT 1D

Regional Public Safety Intranet Demarcation Points

Mobile Data – Law Enforcement

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	CITY MDT	Infrastructure up to and including the CAD server and the needed communications via the RPSI.	All extended LAN equipment along with software, client licenses, peripheral equipment to provide communications to City CAD MDTs and all existing interfaces. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	COUNTY's Infrastructure	Infrastructure up to and including the AVL server; and the needed communications via the RPSI.	All vehicle-related equipment and any remote monitoring equipment and software
Law Record Management System	COUNTY infrastructure	Infrastructure up to and including the Law Records Management servers.	All vehicle Equipment including laptop, modem, cabling, associated mounting hardware, antenna – and any monitoring Equipment and standard software site and client licensing for Law Records. Non-standard or customized software is also the responsibility of the CITY.

EXHIBIT B – ATTACHMENT 1E

Regional Public Safety Intranet Demarcation Points

Mobile Data - Fire Rescue Frontline Vehicles

RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Trunked Radio System	Gold Elite Console(s)	Infrastructure up to the COUNTY-owned Gold Elite/P25 IP Console(s) located in the Regional and/or Non-Regional Dispatch Center.	All mobile and portable radio subscriber units including any software required to operate on the RPSI Trunked Radio System; and any advanced features and other monitoring equipment, as desired.
CAD System	CITY LAN	Infrastructure and software up to and including the CAD server, MDT hardware, MDT regional CAD client software licenses, and the needed communications via the RPSI.	All vehicle related peripheral equipment and any monitoring equipment. Non-Regional or customized software desired by CITY. (Future interfaces to the COUNTY-supplied systems do not apply.)
AVL System	Frontline Vehicle	Infrastructure up to and including the AVL server, and GPS devices located in Fire Rescue frontline vehicles.	All vehicle-related peripheral equipment and any remote monitoring equipment and software.
Mobile Data Terminals	Frontline Vehicle	COUNTY will assume capital and lifecycle procurement of MDT's and associated regional standard software for Fire Rescue frontline vehicles.	All vehicle related peripheral equipment and any monitoring Equipment. CITY responsible for wireless modems and recurring operating costs. Non-regional or customized software desired by CITY.
Fire Record	COUNTY		Acquisition of FRMS

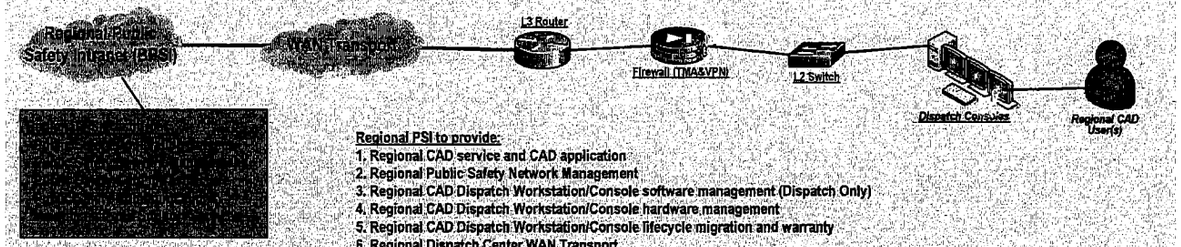
RPSI Portion	Demarc	COUNTY Responsibility	CITY Responsibility
Management System	infrastructure	COUNTY infrastructure up to and including the FRMS Server and the needed communication interfaces via the RPSI.	standard site and client mobile software licenses will be the responsibility of CITY. All vehicle related peripheral equipment and any monitoring Equipment. Non-regional or customized software desired by CITY. (Future interfaces to the COUNTY-supplied systems do not apply.)

EXHIBIT B – ATTACHMENT 2 (Drawings)

Public Safety Intranet

Regional Dispatch Center
Responsibilities

COUNTY RESPONSIBILITIES



Regional PSI to provide:

1. Regional CAD service and CAD application
2. Regional Public Safety Network Management
3. Regional CAD Dispatch Workstation/Console software management (Dispatch Only)
4. Regional CAD Dispatch Workstation/Console hardware management
5. Regional CAD Dispatch Workstation/Console lifecycle migration and warranty
6. Regional Dispatch Center WAN Transport
7. Regional Dispatch Center network integration services
8. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "City Local Area Network" is the assigned port on PSI firewall.
9. Secure physical equipment closet to store network equipment
10. Regional Dispatch Center Personnel

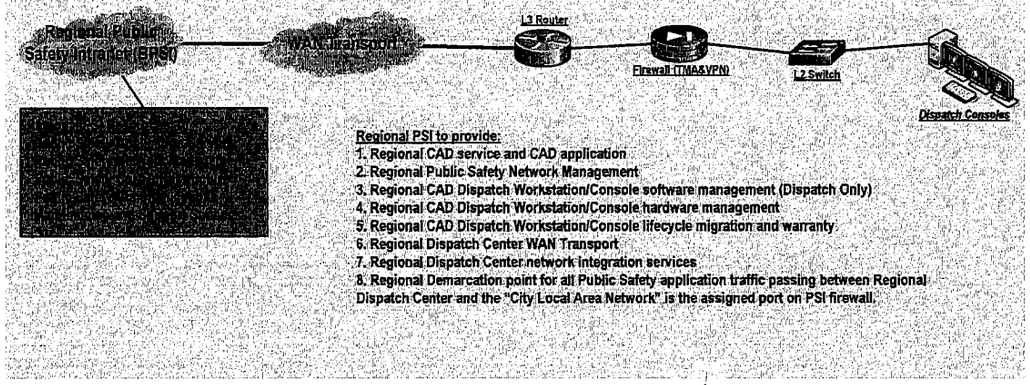
C13292
Resp No. 13-142
ACR No. 13.076

Regional Public Safety Interface –

[redacted] Overview Non-Regional Dispatch Center

[redacted]

COUNTY RESPONSIBILITIES



Regional PSI to provide:

1. Regional CAD service and CAD application
2. Regional Public Safety Network Management
3. Regional CAD Dispatch Workstation/Console software management (Dispatch Only)
4. Regional CAD Dispatch Workstation/Console hardware management
5. Regional CAD Dispatch Workstation/Console lifecycle migration and warranty
6. Regional Dispatch Center WAN Transport
7. Regional Dispatch Center network integration services
8. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "City Local Area Network" is the assigned port on PSI firewall.

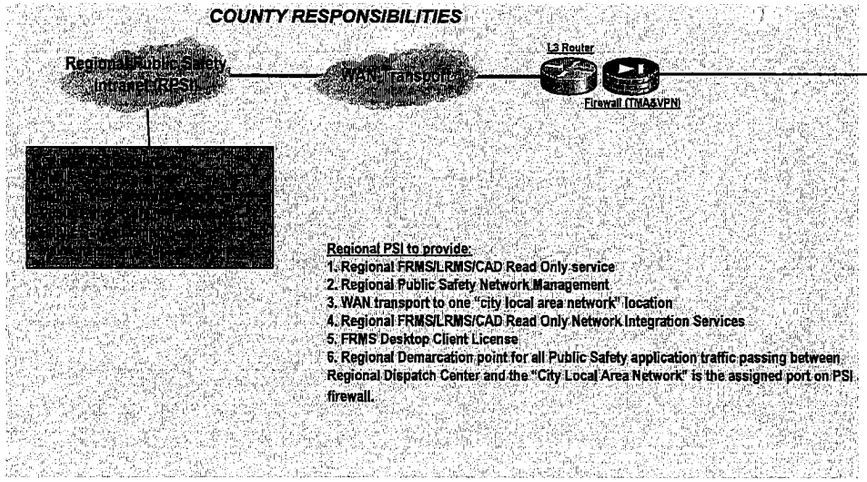
[redacted]

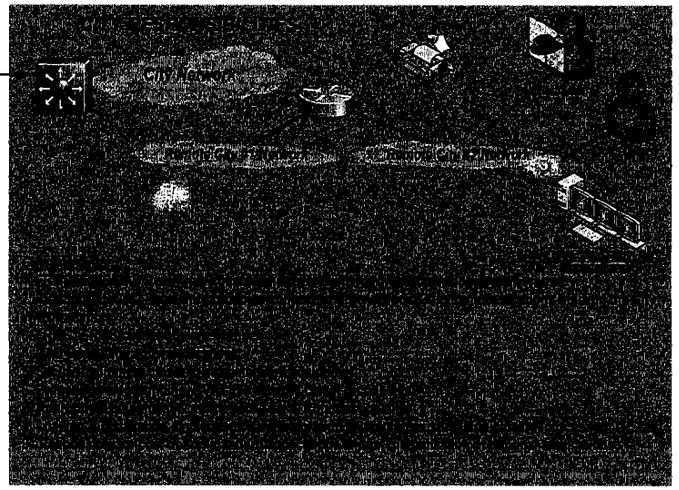
C13292
Resc No. 13-142
AGR No. 13.076

Demarcation Point (DMARC)

Regional Public Safety Intranet
Installation, Design and Overview Non-Dispatch Facility
Roles and Responsibilities

COUNTY RESPONSIBILITIES





Regional PSI to provide:

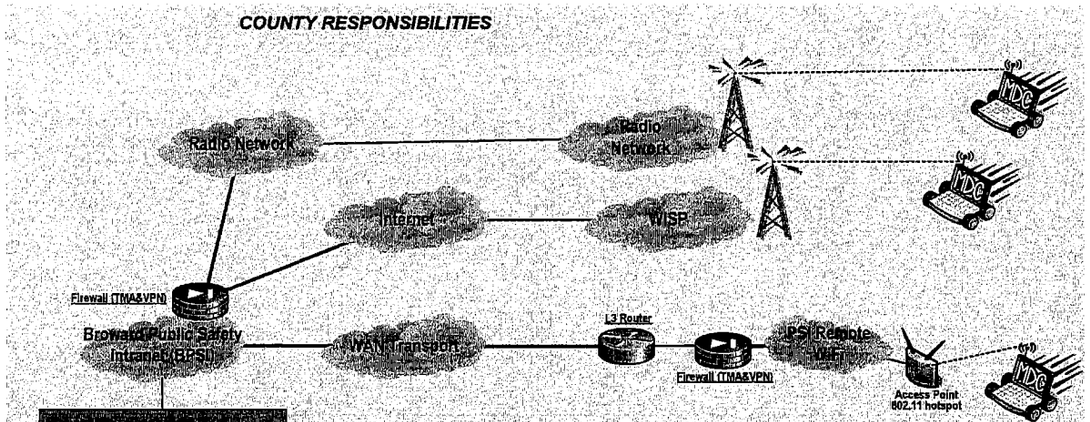
1. Regional FRMS/LRMS/CAD Read Only service
2. Regional Public Safety Network Management
3. WAN transport to one "city local area network" location
4. Regional FRMS/LRMS/CAD Read Only Network Integration Services
5. FRMS Desktop Client License
6. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "City Local Area Network" is the assigned port on PSI firewall.

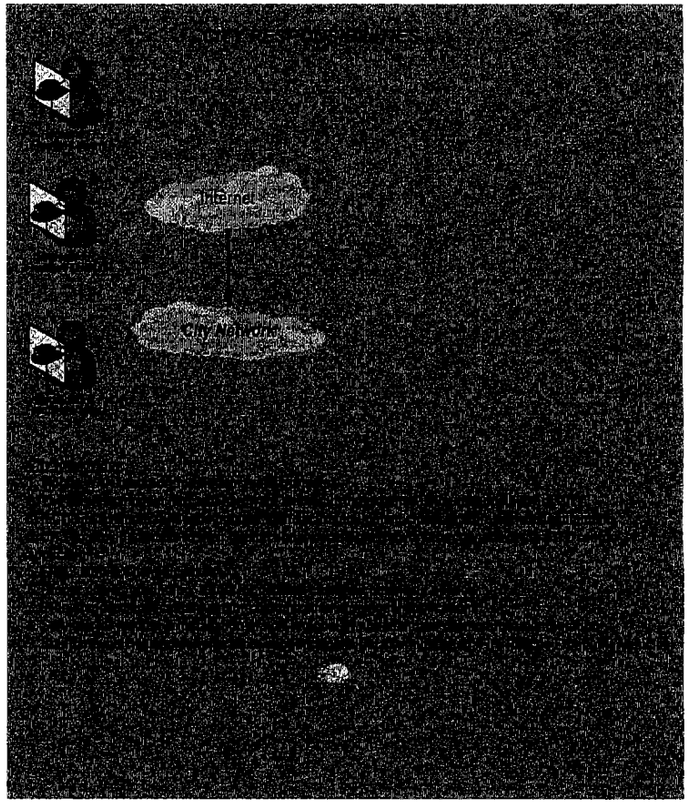
C13292
Reso No. 13-142
AGR No. 13.076

Application SMART

Mobile Data - Fire Rescue Frontline Vehicles

COUNTY RESPONSIBILITIES





Broward PSI to provide:

1. Regional Applications Service (CAD, PMDC, FRMS, AVL, ATM)
2. Regional Public Safety Network Management
3. Regional Public Safety Mobile Data Terminal Software Management (PSI Applications Only)
4. Regional Public Safety Mobile Data Terminal Hardware Management
5. Regional Public Safety Mobile Data Terminal Lifecycle Migration and Warranty
6. WAN Transport to one "CITY Local Area Network" location
7. Regional Public Safety Network Integration Services
8. Vehicular GPS hardware and installation services to facilitate "closest unit response"
9. Standard PSI Application software client licenses (CAD, PMDC, AVL, ATM)
10. Services for loading & installation of regional client software/integration
11. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "City Local Area Network" is the assigned port on PSI firewall.
12. Regional Demarcation point for all approved application traffic being made available via the Radio Network (modem) is the private RF infrastructure. Radio Infrastructure is the responsibility of COUNTY and the Radio Modem is the responsibility of the CITY

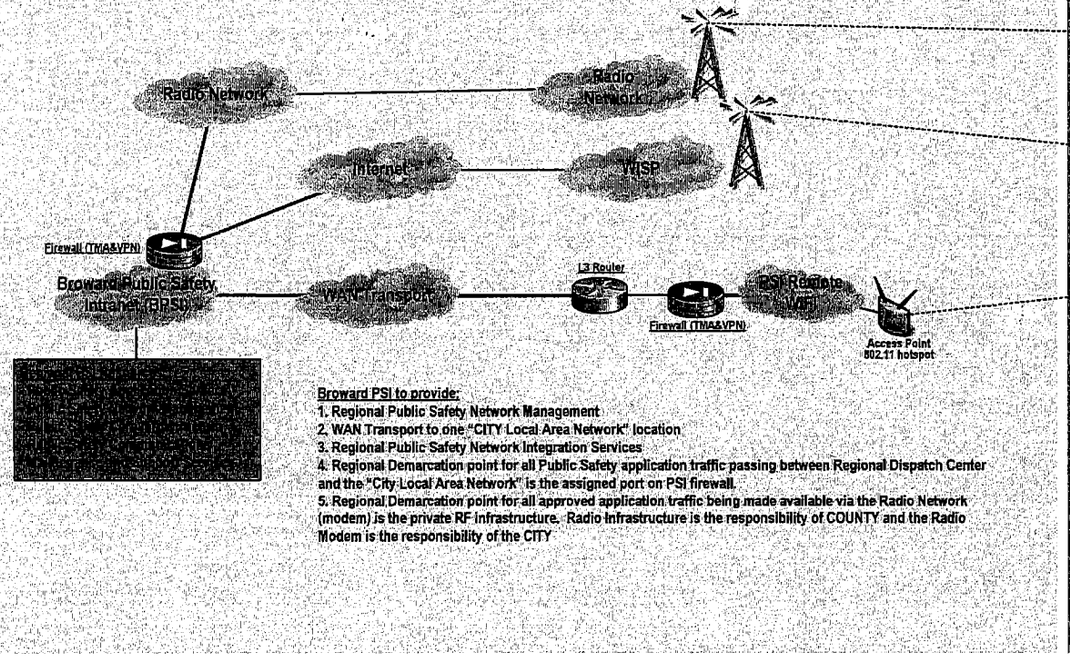
C13292
Repo No. 13-142
AGR No. 13.076

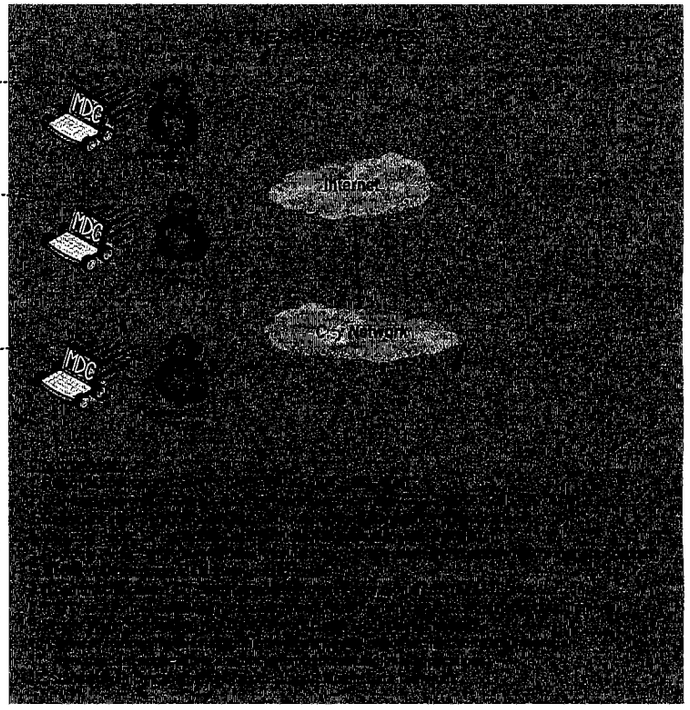
Application: EMARS

Agency: Sheriff

Project: Mobile Data - Law Enforcement

COUNTY RESPONSIBILITIES





Broward PSI to provide:

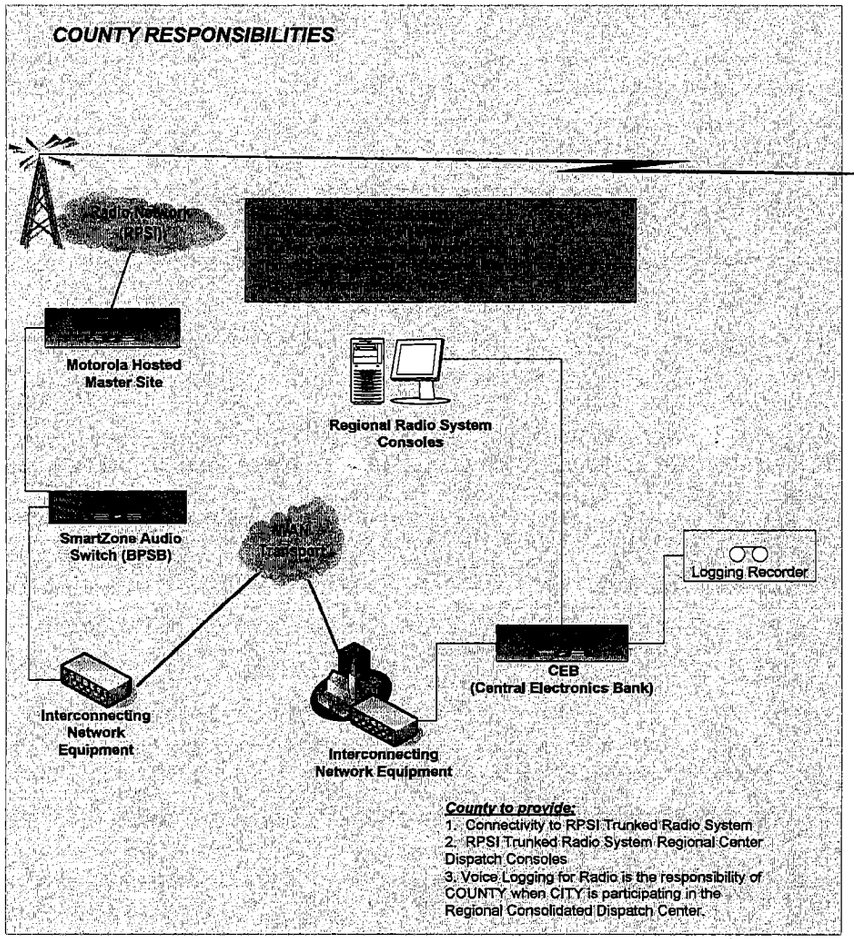
1. Regional Public Safety Network Management
2. WAN Transport to one "CITY Local Area Network" location
3. Regional Public Safety Network Integration Services
4. Regional Demarcation point for all Public Safety application traffic passing between Regional Dispatch Center and the "City Local Area Network" is the assigned port on PSI firewall.
5. Regional Demarcation point for all approved application traffic being made available via the Radio Network (modem) is the private RF infrastructure. Radio Infrastructure is the responsibility of COUNTY and the Radio Modem is the responsibility of the CITY

C13292
Resp No. 13-142
AGR No. 13.076

[redacted] DMARC

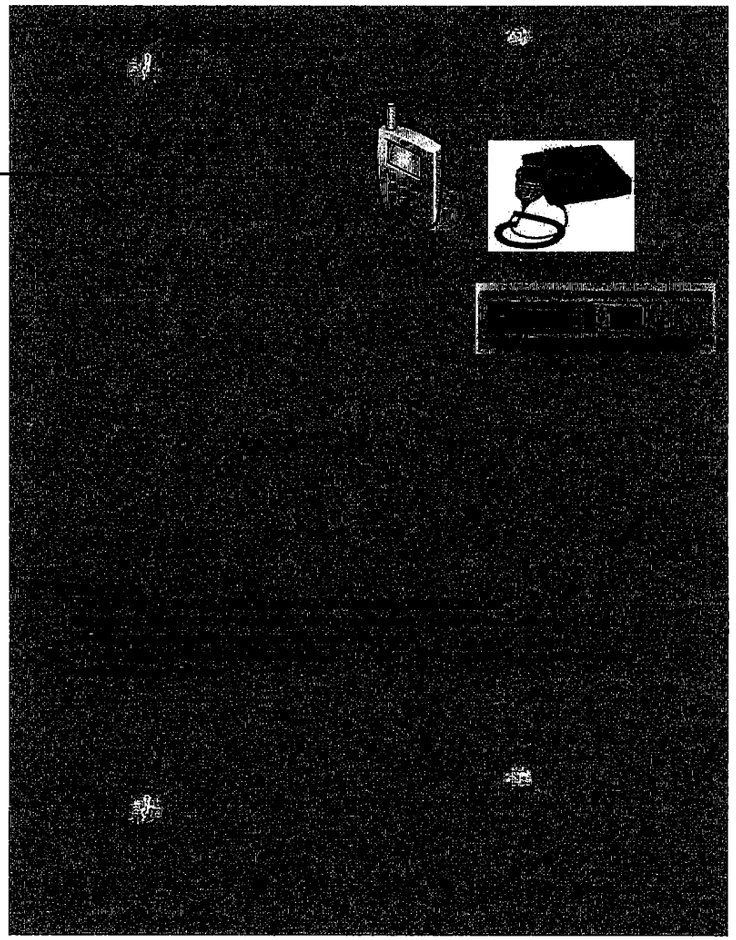
[redacted] Regional Trunked Radio System

COUNTY RESPONSIBILITIES



County to provide:

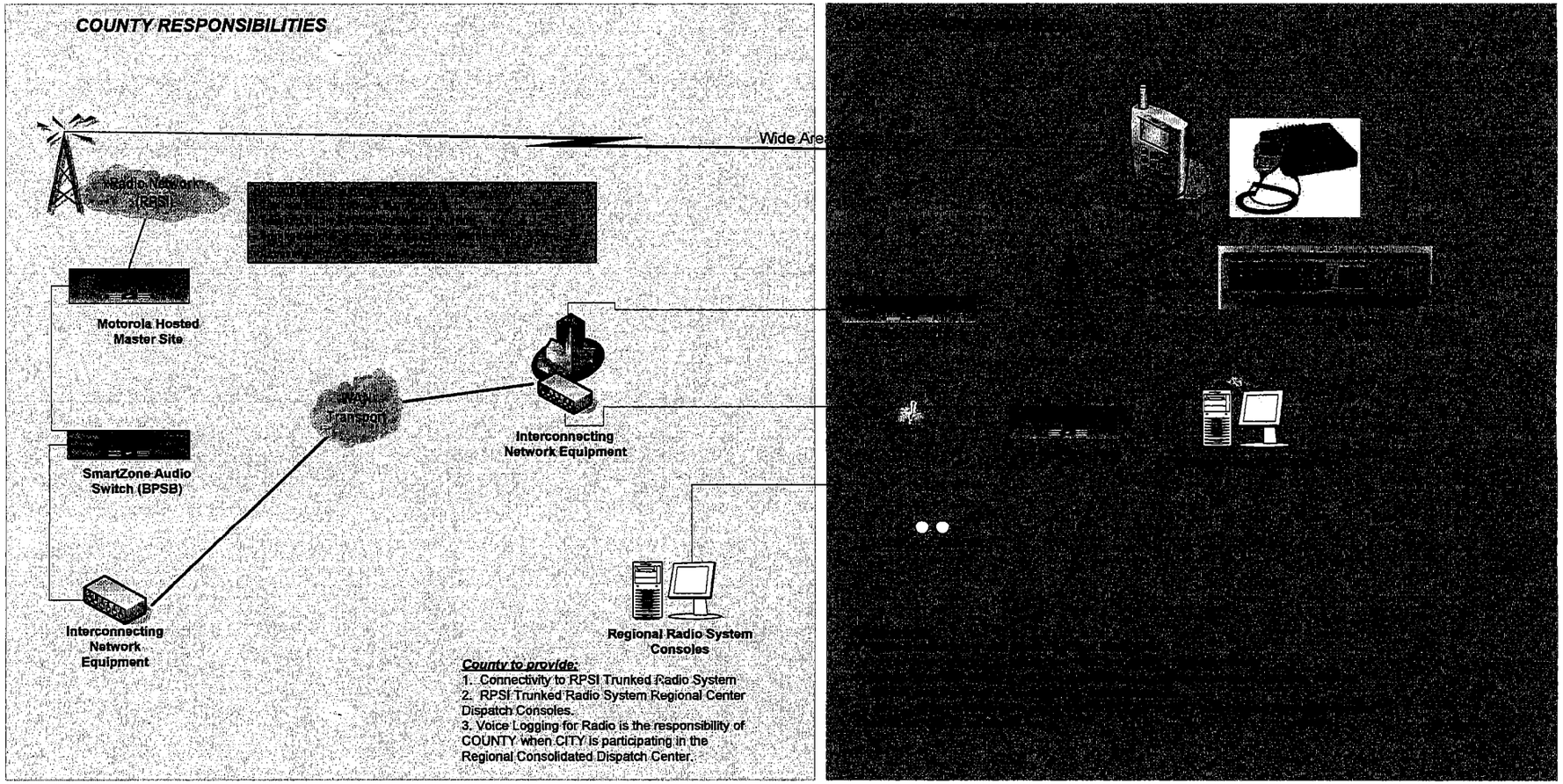
1. Connectivity to RPSI Trunked Radio System
2. RPSI Trunked Radio System Regional Center Dispatch Consoles
3. Voice Logging for Radio is the responsibility of COUNTY when CITY is participating in the Regional Consolidated Dispatch Center.



C13292
Reso No. 13-142
AGR No. 13.076

[redacted] DEMARC

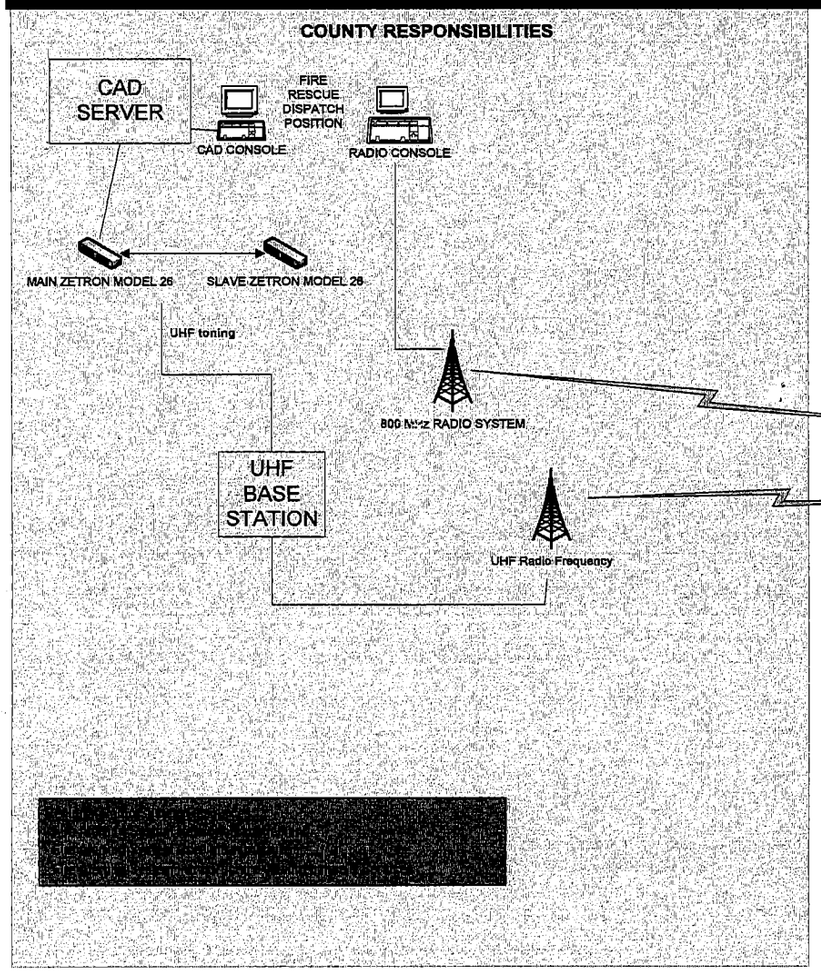
[redacted] Regional Trunked Radio System

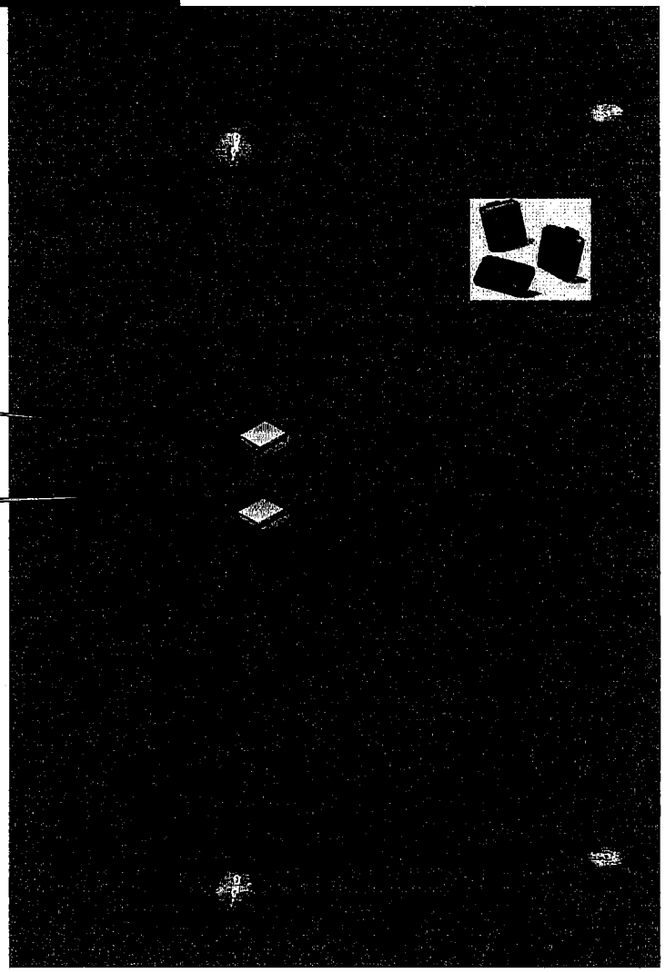


C13292
Reso No. 13-142
AGR No. 13.076

Regional System DMARC

Regional Emergency Countywide Radio System





C13292
Reso No. 13-142
AGR No. 13.076

COUNTY – PSI – ILA - Regional Fire Station Alerting System Demarcation Point

Sheet 8 of 8

EXHIBIT "C"

Equipment List

Model numbers are provided for reference only in this proposal and are subject to change.

Other

16001 West State Rd 84, Sunrise	Sunrise	A038706	314810	TRANSMITTER COMBINER	TX RX SYSTEMS	DQ7390112D10	TX/RX 10-CHANNEL COMBINER	57445A	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038707	314811	TRANSMITTER COMBINER	TX RX SYSTEMS	DQ7390112D10	TX/RX 10 - CHANNEL COMBINER	57445K	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038708	314812	TRANSMITTER COMBINER	TX RX SYSTEMS	DQ7390112D10	TX/RX 10-CHANNEL COMBINER	57445I	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038709	314813	BATTERY PACK		MW990021400	POWERSAFE 92AH PCP POWER	320P00105700 32	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038710	314814	RADIO	MOTOROLA	CM6	MOTOROLA CM6 MICROWAVE RADIO	103119	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038711	314815	TIMER	EFRATOM	DSDB3B	EFRATOM STANDARD SHELF PK	00500675	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038712	314816	SYS MULTIPLEXER	TENSR	800	TENSR CHANNEL BANK EVEN	DEMADP01RB	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038714	314817	ALARM SYSTEM		A90-12C24-201	BADGER 100R ALARM SYSTEM	0900013001	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038715	314818	SYS ROUTER		MW1H702L2A	LRS 1 RU SHELF KIT E/W	00080988	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038716	314819	SYS MULTIPLEXER	TENSR	800	TENSR CHANNEL BANK ODD		TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038717	314820	SYS CONTROLLER	MOTOROLA	T5293A	MOTOROLA T5293A SIMULCAST REMO	277CAZ0054	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038718	314821	MULTICOUPLER	TX RX SYSTEMS	DS4286A32241	TX/RX MULTICOUPLER COMBINER	52351C1	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038719	314822	TRANSMITTER COMBINER	TX RX SYSTEMS	DQ7390112D10	TX/RX 10-CHANNEL COMBINER	52351C2	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038720	314823	SYS REPEATER	MOTOROLA	C99ED	MOTOROLA QUANTAR/QUANTRO	225CCM0062	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038721	314824	SYS REPEATER	MOTOROLA	C99ED	MOTOROLA QUANTAR/QUANTRO	225CCM0061	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038722	314825	SYS REPEATER	MOTOROLA	C99ED	MOTOROLA QUANTAR/QUANTRO	225CCM0060	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038723	314826	SYS REPEATER	MOTOROLA	C99ED	MOTOROLA QUANTAR/QUANTRO	225CCM0059	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038724	314827	SYS REPEATER	MOTOROLA	C99ED	MOTOROLA QUANTAR/QUANTRO	225CCM0058	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038725	314828	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0243	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038726	314829	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0242	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038727	314830	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0241	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038728	314831	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0240	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038729	314832	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0239	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038730	314833	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0238	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038731	314834	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0237	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038732	314835	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0225	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038733	314836	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0233	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038734	314837	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0234	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038735	314838	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0232	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038736	314839	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0231	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038737	314840	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0230	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038738	314841	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0236	TOWER

Resolution No. 13-142
C13292
Agenda No. 13.076

16001 West State Rd 84, Sunrise	Sunrise	A038793	314842	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0244	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038794	314843	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0221	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038795	314844	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0229	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038796	314845	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0224	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038797	314846	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0222	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038798	314847	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0223	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038799	314848	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0226	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038800	314849	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0227	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038801	314850	SYS REPEATER	MOTOROLA	C99ED	QUANTAR QUANTRO FAMILY RE	225CAX0228	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038802	314851	TRANSCEIVER	MOTOROLA	F6973B	INTRAC MOTOROLA F6973B CORE TR	214SCW0197	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038803	314852	SYS UPS	POWERWARE	9170	POWERWARE 18KVA POWER SOURCE	C65IN018KL01 5186	TOWER
16001 West State Rd 84, Sunrise	Sunrise	A038804	314853	SYS UPS	POWERWARE	9170	POWERWARE 18KVA POWER SOURCE	C65IN018KC02 6214	TOWER
10440 W. Oakland Park Bl., Sunrise	Sunrise	A037869	315944	BASE STATION	MOTOROLA	SPECTRA	XTL5000 CONSOLETTE	276CKF0584	3/12/13 Found at Sunrise PSAP - 5th floor
10440 W. Oakland Park Bl., Sunrise	Sunrise	A037254	Disposed	SYS ROUTER	MOTOROLA	ESPL-370	MOTOROLA WAN MULTI-PROTOCOL	4PZE803511	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A038511	315940	BASE STATION	MOTOROLA	SPECTRA	XTL5000 CONSOLETTE	276CKF0579	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A039257	315941	BASE STATION	MOTOROLA	SPECTRA	XTL5000 CONSOLETTE	276CKF0587	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A043551	313936	SYS ROUTER	ALTER	ATP 0130	SYS ROUTER	ATP081359	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A044306	313934	SYS POWER SUPPLY	ALTER	ATP3015	POWER SUPPLY	ATP110689	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A044319	313935	SYS POWER SUPPLY	ALTER	ATP3015	POWER SUPPLY	ATP110713	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A044377	315945	TELEPHONE	COMLAB	MCU 1	MARS TELEPHONE TERMINAL		POS 20
10440 W. Oakland Park Bl., Sunrise	Sunrise	A049940	314149	SYSTEM FIREBOX	FORTI	FG300A	FORTIGATE BUNDLE FIREWALL WITH	FG300A390650 1670	3/13/13 @ Sunrise PSB
10440 W. Oakland Park Bl., Sunrise	Sunrise	A050615	313645	CELLULAR PHONE	MOTOROLA	IRIDIUM 9505A	MOBILE SATELLITE PHONE	300214010039 870	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A054812	313941	SYS ROUTER	CISCO	2821	MODULE & DATA SERVICE UNIT	FTX1237A21P	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A054813	313942	SYS ROUTER	CISCO	2821	MODULE & DATA SERVICE UNIT	FTX1233A2E8	IT RM 3RD FL

10440 W. Oakland Park Bl., Sunrise	Sunrise	A055155	313595	SYS CPU	HP	COMPAQ 7800	IWS WORKSTATION W/19" MONITOR	CAC814042W	POS 71
10440 W. Oakland Park Bl., Sunrise	Sunrise	A055156	313606	SYS CPU	HP	COMPAQ 7800	IWS WORKSTATION W/19" MONITOR	CAC81504FG	TELETYPE
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058626	313945	FURNITURE	VIKING	RFQ1718	CORNER WORKSTATION W/71X71 TOP	DISPATCH 3	POS 28
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058627	313948	FURNITURE	VIKING	RFQ1718	CORNER WORKSTATION W/71X71 TOP	DISPATCH 10	POS 31
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058628	313955	FURNITURE	VIKING	CNR6063	CORNER WORKSTATION W/58X58 TOP	CALLTAKER 5	POS 15
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058629	313965	FURNITURE	VIKING	CNR6063	CORNER WORKSTATION W/58X58 TOP	CALLTAKER 6	POS 10
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058630	313971	FURNITURE	VIKING	CNR6063	CORNER WORKSTATION W/58X58 TOP	CALLTAKER 12	POS 4
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058631	313962	FURNITURE	VIKING	RFQ1486	BANANA TABLE WORKSTATION	CALLTAKER 9	POS 1
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058632	313968	FURNITURE	VIKING	CNR6063-CPU3630	CORNER WRKSTN 2/2 CU CABINETS	TELETYPE	POS 7
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058633	313960	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	SUPERVISOR 1	POS 22
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058634	313961	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	SUPERVISOR 2	POS 18
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058635	313959	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	SUPERVISOR 3	POS 23
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058636	313958	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	SUPERVISOR 4	POS 19
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058637	313944	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISPATCH 1	POS 26
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058638	313943	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISPATCH 2	POS 27
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058639	313946	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISPATCH 4	POS 29
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058640	313947	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISPATCH 9	POS 30
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058641	313952	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISPATCH 6	POS 20
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058642	313951	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISPATCH 8	POS 24
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058643	313949	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISPATCH 5	POS 21
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058644	313950	FURNITURE	VIKING	RFQ1718-PTRB63	WORKSTATION PT W/ROTATING BKCS	DISAPATCH 7	POS 25

10440 W. Oakland Park Bl., Sunrise	Sunrise	A058645	313957	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 1	POS 13
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058646	313956	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 3	POS 14
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058647	313963	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 2	POS 8
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058648	313964	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 4	POS 9
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058649	313953	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 7	POS 16
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058650	313954	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 14	POS 17
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058651	313966	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 8	POS 11
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058652	313967	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 15	POS 12
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058653	313973	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 10	POS 2
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058654	313972	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 11	POS 3
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058655	313970	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 13	POS 5
10440 W. Oakland Park Bl., Sunrise	Sunrise	A058656	313969	FURNITURE	VIKING	CNR6063-RBC36N	WORKSTATION RB W/OUT FIXED TOP	CALLTAKER 16	POS 6
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059049	313939	SYS SWITCH	CISCO	WS-C2960G-48TC	CATALYST ETHERNET SWITCH	FOC1442Z4XB	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059050	313940	SYS SWITCH	CISCO	WS-C2960G-48TC	CATALYST ETHERNET SWITCH	FOC1442Z4VG	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059051	313937	SYSTEM FIREBOX	FORTINET	FORTIGATE 300A	NETWORK SECURITY APPLIANCE	FG300A3H07501495	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059052	313938	SYSTEM FIREBOX	FORTINET	FORTIGATE 300A	NETWORK SECURITY APPLIANCE	FG300A3H07501469	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059117	313921	SYS ETHERNET	SPECTRACOM	9388	ETHERNET TIME SERVER - RACK 1	04370	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059118	313975	"NETCLOCK	SPECTRACOM	9383	GPS MASTER CLOCK	0437	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059119	313984	COMMUNICATIONS SYSTEM	IRIDIUM	RST 310 - WALL MOUNTED	INTELLIDOCK DOCKING STATION	01FC8C9C13000085	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059151	313974	SYS PRINTER	HP	LASERJET CP 2025	POWER MIS PRINTER	CNGSB33751	POS 22
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059153	313929	SYS FILE SERVER	SUPER MICRO COMPUTER	SUPER SERVER 7045W	VP-4U-RAID 1 SERVER	S745WNT20808974	IT RM 3RD FL

Reso No. 13-142
AGR No. 13.076
C13292

10440 W. Oakland Park Bl., Sunrise	Sunrise	A059154	313930	SYS FILE SERVER	SUPER MICRO COMPUTER	SUPER SERVER 7045W	VP-4U-RAID 1 SERVER	S745WNT2080-8975	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059157	313924	SYS MODULE	POSITRON	912801	CAMA INTERFACE MODULE - CIM	34-1 3RD FL	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059158	313925	SYS MODULE	POSITRON	912801	CAMA INTERFACE MODULE - CIM	34-2 3RD FL	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059159	313981	SYS MODULE	POSITRON	912801	CAMA INTERFACE MODULE - CIM	34-1 5TH FL	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059160	313982	SYS MODULE	POSITRON	912801	CAMA INTERFACE MODULE - CIM	34-2 5TH FL	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059161	313927	SYS FILE SERVER	HP	PROLIANT DL160	PRIMARY BACKROOM SERVER	USE048NCNR	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059162	313928	SYS SWITCH	HP	PROLIANT DL 160G5	PRIMARY VOIP SOFT SWITCH	USE048NCNJ	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059163	313926	SYS SWITCH	HP	PROCURVE 2910	48 PORT HIGH CAPACITY	SG029IR034	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059164	313646	SYS SWITCH	HP	PROCURVE 2910	48 PORT HIGH CAPACITY	SG029IR00Z	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059165	313922	SYS MODULE	POSITRON	912814	ADMIN INTERFACE MODULE - AIM	35-1 3RD FL	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059166	313923	SYS MODULE	POSITRON	912814	ADMIN INTERFACE MODULE - AIM	35-2 3RD FL	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059167	313979	SYS MODULE	POSITRON	912814	ADMIN INTERFACE MODULE - AIM	35-1 5TH FL	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059168	313980	SYS MODULE	POSITRON	912814	ADMIN INTERFACE MODULE - AIM	35-2 5TH FL	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059169	313985	CABINET	POSITRON	912817	7' VIPER IT CABINET	31010040031	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059170	313983	CABINET	POSITRON	912817	7' VIPER IT CABINET	31010040030	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059171	313976	SYS FILE SERVER	HP	PROLIANT DL 160	SECONDARY BACKROOM SERVER	USE048NCNS	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059172	313977	SYS SWITCH	HP	PROLIANT DL 160G5	SECONDARY VOIT SOFT SWITCH	USE048NCP9	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059173	313623	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160442	POS 22
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059174	313624	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 18
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059175	313625	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 23
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059176	313628	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160373	POS 13

C13292
Reso No. 13-142
AGR No. 13.076

10440 W. Oakland Park Bl., Sunrise	Sunrise	A059177	313629	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 14
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059178	313630	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160567	POS 15
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059179	313635	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 10
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059180	313637	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160573	POS 9
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059181	313640	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 8
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059182	313644	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160447	POS 1
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059183	313639	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160478	POS 2
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059184	313638	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 3
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059185	313636	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160499	POS 4
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059186	313633	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160417	POS 5
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059187	313632	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 6
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059188	313634	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION		POS 11
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059189	313631	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160516	POS 12
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059190	313626	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160555	POS 26
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059191	313627	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160429	POS 27
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059192	313641	TEL.PROCESSING UNIT	POSITRON	913850/S	SONIC ENABLING KIT WORKSTATION	S10160398	POS 28
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059193	313617	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X23	POS 22
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059194	313616	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X1S	POS 18
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059195	313618	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X2N	POS 23
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059196	313615	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X28	POS 13
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059197	313614	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X0R	POS 14

C13292
Reso No. 13-142
AGR No. 13.076

10440 W. Oakland Park Bl., Sunrise	Sunrise	A059198	313613	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X1C	POS 15
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059199	313601	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X1Z	POS 10
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059200	313598	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X20	POS 9
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059201	313599	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X1X	POS 8
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059202	313643	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	CAC03800H3	POS 1
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059203	313596	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	CAC03800G2	POS 2
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059204	313597	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	CAC03800G3	POS 3
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059205	313600	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X0N	POS 4
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059206	313602	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X2C	POS 5
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059207	313605	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X1P	POS 6
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059208	313603	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X1R	POS 11
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059209	313604	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X1W	POS 12
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059210	313621	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X22	POS 26
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059211	313620	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X2G	POS 27
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059212	313609	SYS CPU	HP	COMPAQ 8000	IWS WORKSTATION W/19" MONITOR	2UA0441X27	POS 20
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059213	313933	SYS FILE SERVER	HP	STORAGEWORKS	TAPE BACKUP SYSTEM	HU11027D1Y	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059214	313978	SYS FILE SERVER	HP	PROLIANT DL160	IWS OBJECT SERVER 7	USE048NCP8	IT RM 5TH FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059215	313931	SYS FILE SERVER	HP	PROLIANT DL380	IWS DATA BASE 7 SERVER	N14SL8KG	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059216	313932	SYS FILE SERVER	HP	PROLIANT DL380	IWS POWER MIS 7 SERVER	N9KMWRTN	IT RM 3RD FL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059217	313642	SYS CPU	HP	COMPAQ 8000	EPRINTER IWS WORKSTATION	2UA0441X2D	POS 22
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059218	313920	SYS ROUTER	CISCO	1841	VOIP INTEGRATED SERVICE ROUTER	IPMNN10DRA	IT RM 3RD FL

C13292
Reso No. 13-142
AGR No. 13.076

10440 W. Oakland Park Bl., Sunrise	Sunrise	A059296	315937	ALARM SYSTEM	LIEBERT	RCM 4	REMOTE ANNUNCIATOR SIGN DEVICE	RCM41102030 1003245	CENTER NORTH WALL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059297	315938	ALARM SYSTEM	LIEBERT	RCM 4	REMOTE ANNUNCIATOR SIGN DEVICE	RCM41102030 1003251	CENTER NORTH WALL
10440 W. Oakland Park Bl., Sunrise	Sunrise	A059757	315939	MONITOR	SMARTBOARD	SBD685IX	INTERACTIVE WHITBOARD 77"WX51H	SB685R202868 6	RM 3 142
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060584	313612	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC849048P	POS 24
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060585	313611	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC8490496	POS 25
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060586	313610	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC849048M	POS 21
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060587	313608	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC8490491	POS 16
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060588	313607	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC8490493	POS 17
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060589	313622	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC8490494	POS 7
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060590	313619	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC844023F	POS 19
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060591	313594	SYS CPU	HP	DC7800	IWS WORKSTATION COMPUTER	CAC81504DP	POS 28
10440 W. Oakland Park Bl., Sunrise	Sunrise	A060723	315946	FURNITURE		CUSTOM BUILT	TWO PIECE WORKSTATION 30"X13'5	PIONATE/PEAR WOOD	TELETYPE
2555 NW 136 Ave., Sunrise, BB&T Sunrise Arena	Sunrise	A037913	315965	BASE STATION	MOTOROLA	SPECTRA	XTL5000 CONSOLETTE	276CKF0600	SUNRISE ARENA
2555 NW 136 Ave., Sunrise, BB&T Sunrise Arena	Sunrise	A035943	315966	BASE STATION	MOTOROLA	SPECTRA	XTL5000 CONSOLETTE	276CKF0576	SUNRISE ARENA

CUR Toughbooks

A056918	315571	CF-30KCP542M	9HKYA76692
A056919	315574	CF-30KCP542M	9HKYA76651
A056245	315570	CF-30KCP542M	9HKYA76674
A056921	315572	CF-30KCP542M	9HKYA76664
A056922	315573	CF-30KCP542M	9HKYA76847
A056923	315567	CF-30KCP542M	9HKYA76676
A056924	315569	CF-30KCP542M	9HKYA76665
A056925	315566	CF-30KCP542M	9HKYA76679
A056926	315576	CF-30KCP542M	9HKYA76728
A056927	315565	CF-30KCP542M	9HKYA76836

AGR No. 13.076 Resp No. 13-142 C13292

A056928	315562	CF-30KCP542M	9HKYA76802
A056929	315563	CF-30KCP542M	9HKYA76672
A056930	315564	CF-30KCP542M	9HKYA76750
A056931	315568	CF-30KCP542M	9HKYA76823
A056932	315575	CF-30KCP542M	9HKYA76703

C13292
Reso No. 13-142
AGR No. 13.076

Exhibit D
Change Management Request Procedure

Introduction

This document defines the Change Management Request (CMR) process for any component(s) that make up the Regional Public Safety Intranet providing delivery of services to end-users. The CMR process will be used to specify the times and conditions when designated tasks can be performed as maintenance on all software and equipment affiliated with the Regional Public Safety Intranet including but not limited to the Public Safety Network (PSN), Trunked Radio System, Computer Aided Dispatch (CAD) System, LRMS, FRMS, PMDC, UDT/DSS, E-911, etc.

Objective

The objective of the CMR process is to implement maintenance and expansion guidelines that will assure system reliability; minimize the impact on end-users and prevent unintended outage conditions.

Definition

The CMR process will be an ongoing activity involved with the scheduling, communication and coordination of maintenance and construction activities impacting the RPSI. This process includes a Request, Review and Approval process. All change and maintenance activities are performed during predetermined and mutually acceptable Maintenance Windows.

Scope

The CMR process should be followed for any installation, equipment and software maintenance activity or any construction activity which either directly or indirectly impacts the Regional Public Safety Intranet.

CMR Process Requirements

All scheduled change and maintenance activities will require completion of an electronic CMR form and must conform to the following criteria:

- All work requests that impact directly or indirectly the end-users of Public Safety Mission Critical applications must be thoroughly documented in the CMR forms and sent as an e-mail attachment to: octchangemanagement@broward.org.
- County's Office of Communication Technology (OCT) will review all requests and obtain consensus from Operations and from all impacted end-users on scheduling the Maintenance Window for the request.
- Activities will be scheduled and performed only during predefined or mutually acceptable Maintenance Windows.
- The Requestor submitting the Method of Procedure (MOP) form must identify the scope of the associated outage and a best estimate of the duration of the activities involved in the

project. Stop times must take into account the time needed to restore the system to an operational state.

- Following County OCT approval of the submitted Method of Procedure (MOP), a project coordination meeting involving representatives of all involved or impacted parties will be scheduled by the assigned OCT Program Manager prior to the start of the scheduled work.

MOP Requirements

- The MOP must clearly state the objective(s) of the work to be performed; the parties performing the work; the parties impacted by the work and the steps to be completed by each party.

- A Maintenance Window identifying a clear Start and Stop time and a work flow schedule must be developed and included as part of the MOP.

- The scheduled work must follow the predetermined schedules identified in the MOP, and, as previously noted, stop times must take into account the time needed to restore the system to an operational state.

- The MOP must clearly identify the Program Managers responsible for coordination of the activity and provide telephone numbers and any other relevant contact information.

- The MOP must include an escalation list with notification time frames should unforeseen problems occur that would result in an outage extending beyond the scheduled Maintenance Window.

- The MOP must include a fallback plan should the original plan not work.

Emergency Maintenance

Emergencies by their nature are not a part of the CMR process, but can seriously impact end-users and any scheduled maintenance activities.

In the event of an emergency outage, both the affected end-user and first responder must notify the designated on-call person for the Office of Communications Technology (OCT). An on-call list will be provided to each 911/Dispatch Center Duty Officer and Manager. The OCT contact will be responsible for the following actions:

- Identifying and assigning resources to work the emergency.

- Acting as a liaison between the maintenance provider and the 911/Dispatch Center Duty Officer and Manager for the duration of the outage or service degradation.

- Documenting response times and actions taken, followed by generating an after-action report.

The maintenance provider(s) responding to an outage or service affecting emergency must take the following measures following notification:

- Upon notification, use remote access to diagnose and repair the problem or arrive on site within the contracted time frames of the responder's maintenance agreement.

- Assess the nature and scope of the problem.

- Notify the County OCT on-call person of all actions to be taken and provide the best possible estimate of the duration of the outage or service degradation.

- Notify the County OCT on-call person of any break in maintenance activity prior to completion of the repair for any reason.

- Provide periodic updates for extended outages.

- Document each step of the repair/troubleshooting process as it is performed.

- Within 24 hours of completion of a repair, provide a written summary of the problem and the measures taken to repair the problem and (if relevant) prevent similar future outages.

- County OCT managers will review the submitted documentation and on a case by case basis schedule a debriefing session to review the steps taken to resolve the problem and suggest changes or improvements for responding to future unscheduled outages.

Maintenance Windows

- The standard weekday Maintenance Window for Public Safety Communications Operations is 12:01 AM – 06:00 AM Sunday through Thursday or as otherwise specified by the Operations managers.

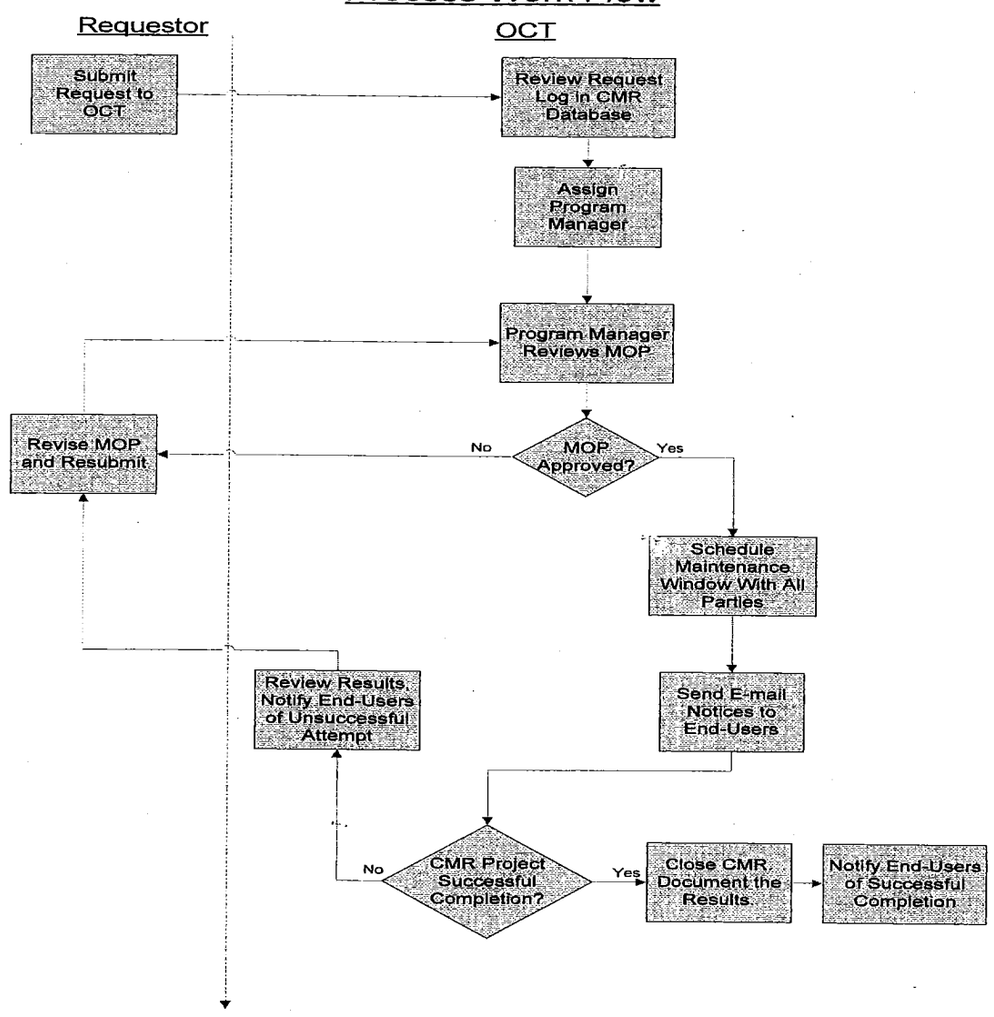
- The standard weekend Maintenance Window for Public Safety Communications Operations is 5:01 AM – 02:00 PM Saturday and Sunday or as otherwise specified by the Operations managers.

- A CMR must include sufficient time to perform a back-out of the change within the Window timeframe and restore systems to their normal operational state.

- A CMR that requires work to be performed outside the standard Maintenance Windows must include justification for performing the work during a non-standard window and be approved by County's OCT.

Change Management Request

Process Work Flow



Type	Service Impact Level	Definition	Lead Time	MOP Required	Action Required
FYI	Non-Service Affecting	Prep work activity which has low risk to end-users of Public Safety Mission Critical applications.	Minimum 2 days	No	FYI as needed.
Scheduled	Potential -Service Affecting	Any activity that may impact end-user access to Public Safety Mission Critical applications.	Minimum 5 days	Yes	Notify all End-Users and Support Management
Scheduled	Service Affecting	Includes any activity which will result in the loss or degradation of accessibility to end-users of one or more Public Safety Mission Critical applications.	Minimum 10 days	Yes	Obtain written or e-mail approval from Management. Provide Written Notification to all affected End-Users. Obtain Written Approval of all affected End-Users.
Scheduled	Outage Required	Any work which will necessitate a total outage of one or more of the Public Safety Mission Critical applications or the Public Safety Wide Area Network, or any extremely high risk activity which may inadvertently cause an outage.	Minimum 10 days	Yes	Obtain written or e-mail approval from Management. Provide Written Notification to all affected End-Users. Obtain Written Approval of all affected End-Users.
Emergency	Service Affecting or Outage Required	The unscheduled outage of one or more Public Safety Mission Critical applications or the Public Safety Wide Area Network.	None	No	Requires immediate management and End-User notification and a debriefing meeting once the problem has been resolved.

End-User Notification

Not less than ten (10) business days prior to an approved CMR project affecting the Regional Public Safety Intranet, the County OCT project manager must notify all end-user management by e-mail of the pending activity with all CMR and MOP documentation attached. The e-mail should summarize the attached documentation but must include:

- A list of all affected end-users.
- A generic statement of nature of upgrade or maintenance procedure and the operational need to make the change.
- The Maintenance Window, date and time the work will be performed including the projected end time.
- A generic impact statement that identifies the nature of the work being performed; the impact of the work on the end-user while the work is performed and the effect of the work on the restored system or application.
- Telephone numbers of project managers and key staff involved in the activity.

Approval Authority

Any and all activities being performed must be supported by an approved CMR document.

Broward County

Office of Communications Technology (OCT)

Change Request Form

Note: Complete and submit to the Broward County Office of Communications Technology at OCTChangeManagement@broward.org. All Change Requests submitted prior to Wednesday are reviewed during the Thursday morning conference calls and either approved or returned for modifications. Please allow a minimum of ten (10) business days from the date of approval for your Maintenance Window to be scheduled. Any work performed on the Public Safety Communications Network, its supporting infrastructure, or the application servers must be documented and approved in a CMR.

Today's Date and Time:	
Requestor Name:	
Requestor Company Name or Agency:	
Requestor E-Mail:	
Requestor Phone Number:	Office:
	Mobile:
Briefly describe the Work to Be Performed:	
Identify End-Users & sites impacted by the work to be performed:	

What is the expected and desired end result of the Work to be Performed?	
Identify any loss or degradation of functionality and the impact on end-users during the Maintenance Window:	
Identify your On-Site Contact during the scheduled Maintenance Window:	Name & Contact Number:
Requested Maintenance Window for Work to be Performed:	Start Date & Time: Stop Date & Time:
Approved Maintenance Window for Work to be Performed:	Start Date & Time: Stop Date & Time:
Maintenance Window Approved By:	Date:

Assigned MOP Tracking Number:

Method of Procedure – for Primary Contractor or Service Provider Note: An MOP must be completed for each Contractor or Service Provider working on a specific project. Use electronic attachments as needed.	
Company or Agency Name:	
Project Manager Name:	
Project Manager Office Phone Number:	
Project Manager Mobile Phone Number:	
Project Manager E-Mail:	
Detailed Project Description	
Specify each step in the MOP Work Process. Attach additional pages or any supporting documents as needed:	

Describe back-out and restoration plans if stated project goals are not achieved within the allotted Maintenance Window:	

OCT to complete Items 1 through 10 Below:		
(1) OCT Contact for Project:	(2) Name:	
	(3) Mobile Phone Number:	
	(4) E-Mail:	
(5) MOP Type:	(6) FYI – Non-Service Affecting:	☐
	(7) Scheduled – Potential Service Affecting:	☐
	(8) Scheduled – Service Affecting:	☐
	(9) Scheduled – Outage Required:	☐
	(10) Emergency:	☐
Reviewer Comments:		
Method of Procedure Approved By:	Date Approved	

Exhibit E
Project Charter

PROJECT CHARTER

[Note: All fields in blue text must be filled in.]

1. General Project Information		
Project Name		
Department/Agency Sponsor		
• ***What department is the primary proponent of this project?* (Enter one.)**		
• Who, within that department, is the Project Sponsor? (*Note: This person must be a decision-maker with the authority to commit department resources.*)		
• Is this a Regional Project, i.e. does it have significant impact on regional applications or resources (Y/N)?		
Department Co-Sponsor		
Department/Agency Project Rank		
If this project is mandated or is required for continued business operation	**Mandated by whom?**	
	Impact of not meeting mandate?	

Document History			
Version	Date	Author	Reason for Change

2. Stakeholders

	Name	Department	Telephone	E-mail
Agency Lead:				
Regional Applications / PS Manager:				
Project Lead:				
Others: Key Players from the City				
Agency Lead:				
TechLead:				
Tech Lead:				

3. Vendor Contacts

Name	Company / Role	Telephone	E-mail

4. Project / Service Description

Project Purpose / Business Justification
Objectives (in business terms)

4. Project / Service Description

Deliverables

Clear Statement of What This Project Will Not Include

Project Success

Project Milestones

Major Known Risks (including significant Assumptions)

Risk Rating (Hi, Med, Lo):

Constraints

4. Project / Service Description

External Dependencies

Project Strategy

List of events that should take place in chronological order:

5. Financial / Resources Information

Funding Source Operating Budget, Capital Budget, Grant, Other.

Estimate of Implementation Cost

Return-on-Investment (ROI) Data

Estimate time required of Multi-Department Staff

Role	Hours needed

5. Financial / Resources Information

Estimate time required of other Organization Staff

Role	Hours needed

6. Estimated Total Cost of Ownership (TCO) 5-Year – Provider (IT, OCS)

The OPEX figures below only represent the provider capex and opex based on hardware, software, and professional services.

Calendar Year (1, 2, 3) or Fiscal Year (2012-13, 2013-14)	Capital ($U.S.)	Operational ($U.S.)
2012-13	0	0
2013-14	0	0
2014-15	0	0
2015-16	0	0
2016-2017	0	0
Totals	***$0***	***$0***

7. Estimated Total Cost of Ownership (TCO) 5-Year – Client (City)

The OPEX figures below only represent the monthly recurring cost for circuits and does not represent the annual O&M expense for software and hardware devices.

Calendar Year (1, 2, 3) or Fiscal Year (2009-10, 2010-11)	Capital ($U.S.)	Operational ($U.S.)
2012-13	$0.00	$0.00
2013-14	$0.00	$0.00
2014-15	$0.00	$0.00
2015-16	$0.00	$0.00
2016-17	$0.00	$0.00
Totals	***$0.00***	***$0.00***

8. Sourcing Strategy

Organization-Managed and Hosted			
Vendor-Managed and Hosted			
Organization-Managed, Vendor-Hosted			
Vendor-Managed, Organization-Hosted			

9. Acquisition Strategy

Sole-Source / Amend Contract			
RFP / Competitive Bid			
In-House / Custom-Develop			
Other:			

10. Types of Vendor Assistance

Turnkey Solution			
Vendor-Assisted (Fixed Price)			
Other:			

Supplemental Staffing (Time/Materials)			
Hardware / Software			
None / Not Applicable			

11. Sign-off

	Name	Title	Signature	Date (MM/DD/YYYY)
Business Sponsor				
Business Sponsor				
Program Manager				
Agency Sponsor				
Agency Sponsor				

12. List of Addenda

Document Name	Filename and Location

12 List of Appendix

Document Name	Filename and Location

13 Notes / Comments

Exhibit F – ATTACHMENT 1
Service Level Agreements
Terms and Conditions

INTRODUCTION

This purpose of this Service Level Agreement (SLA) is to clarify the mutual expectations of the City and the County with respect to the RPSI system ("System"). Changes in software and hardware architecture make it imperative that all members understand their mutual responsibilities.

1.0 MAINTENANCE SERVICE AND SUPPORT

1.1 Maintenance Service and Support being provided are based on the Severity Levels as defined below. Each Severity Level defines the actions that will be taken by County for Response Time (MTTR), Resolution Time, and Resolution Procedure for reported errors. Response Times for Severity Levels 1 and 2 are based upon voice contact by City, as opposed to written contact by e-mail, facsimile or letter. Should delays by City prevent scheduling of downtime to resolve an issue, County will not be held responsible for Resolution time frames listed below.

SEVERITY LEVEL	DESCRIPTION	MTTR RESPONSE TIME	TARGET RESOLUTION
1	Failure/Outage occurs when the system is not functioning which prohibits continuance of mission critical operations.	≤30 minutes of initial voice notification*	Resolve within 24 hours of initial notification*
2	Failure occurs when an element in the system is not functioning that does not prohibit continuance of normal daily operations.	≤ 24 business hours of initial voice notification.*	Resolve within 5 standard business days of initial notification*
3	An Inconvenience occurs when software or hardware causes a minor disruption in the way tasks are performed but does not stop workflow.	≤48 business hours of initial notification	Resolution determined on a case by case basis.

*Does not apply to "READ-ONLY" CAD systems

1.2 The City Agency Administrator or IT Representative shall conduct a preliminary error review to verify a problem, determine if such is the direct result of a defect in Hardware, Software, or other and the direct conditions under which the problem occurred, identify the applicable urgency rating scale by which errors, problems, and other issues are scheduled ("Severity Level"), and ascertain that errors are not due to an external system, data link between systems, or network administration issue prior to contacting County.

1.3 City shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the Severity Levels defined above. Severity Level 1 or 2 problems should be reported verbally to the County by City IT Representative or Agency Administrator. County

may modify the initial Severity Level (upgrade or downgrade), in which event County will notify the City of the change in Severity Level of any City-reported problem.

1.4 County shall provide telephone support for maintenance issues 24 hours per day, 7 days a week (24 x 7).

1.5 All requests for support for the products specified in this Exhibit will be logged with the County Customer Support Center ("CSC") via telephone at 1-954-357-8686 or email at selfhelp@broward.org

1.6 County will provide City with a resolution within the appropriate Resolution Time and in accordance with the assigned error Severity Level when County diagnostics indicate that the error is present. Additionally, County will verify: (a) the hardware and software are being operated in conformity to the System Specifications, (b) the hardware and software are being used in a manner for which they was intended or designed, and (c) that the hardware and Software are being used only with County approved hardware and software. Resolution Time period shall not begin to run until such time as the verification procedures have been completed. County will continue to provide service support under this Interlocal Agreement until final resolution is determined.

1.7 Should County determine that it is unable to correct such reported error within the specified Resolution Time, County will upgrade and escalate its procedure and assign such personnel or designee to correct such error. This will include automatic problem call escalation to appropriate levels of County management.

1.8 County will extend, to the extent permitted under applicable maintenance or service agreements, any and all maintenance service provided to County by the maintenance or service provider to City provided that:

a) Any third party hardware, software, and any other related supplies shall conform to any and all applicable industry approved technical, functional, and performance specifications;

b) The System is free of modifications and alterations which have not been pre-approved by County.

c) The System has not been subject to any misuse and/or abuse, whether negligent, intentional or otherwise.

1.9 Unless otherwise specified herein, any and all suspected errors will be investigated and corrected at County facilities. County shall decide whether on-site correction of any hardware and software error is required.

1.10 Any third party equipment supplied by County to City shall be subject, to the extent permitted under applicable agreements, to the manufacturer's warranty for that equipment.

2.0 RECORD–KEEPING AND REPORTING RESPONSIBILITIES

2.1 County will provide verbal and written status reports on Severity Level 1 errors. Written status reports on outstanding errors will be provided to City Agency Administrator or IT Representative on a monthly basis upon request.

2.2 County shall provide annual account reviews to include: a) service history of site; b) downtime analysis; and c) service trend analysis.

2.3 County will prepare the following reports (for PremierCAD software only), to include:

a) System Analysis

MEASURE:	Evaluate disk and CPU load
PEEK:	Evaluate memory availability and use
VIEWSYS:	Evaluate use and availability of PCBs
EMSA/TMDS:	Review logs for hardware reports
File Sizing:	Review file sizing on changeable files

b) Pathway Analysis

Evaluate effectiveness of system configuration for current load.
Evaluate TCP/Server statistics.
Evaluate efficiency of server class maximum and minimum settings.

c) Performance Analysis

TMX Timings: Evaluate application response times

d) Printrak Technical Support Analyst. Based on an annual system performance review and reports, the Printrak Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

3.0 MISCELLANEOUS

3.1 When County performs service for the System at a City location, City agrees to provide County, at no charge, a non-hazardous environment for work with shelter, heat, light, and power and with full and free access to the System.

3.2 City will provide all requested information pertaining to the City-owned hardware and software elements of any equipment with which the System is interfacing so as to enable County to perform its obligations under this Service Agreement.

3.3 It is not required that parts furnished by County be newly manufactured, provided that any furnished parts be equivalent to new in performance. County-owned parts replaced in the course of repair shall remain County's property.

3.4 City will provide a qualified Agency Administrator for the Printrak system portion to perform all functions as defined in the CAD Security Matrix or Printrak System Administrator's guide (which has been made available to the City).

3.5 Upon the expiration or earlier termination of this Agreement, City and County shall immediately deliver to the other party, as the disclosing party, all Confidential Information of the other, including any and all copies thereof, which the other party previously provided to it in furtherance of this Agreement. "Confidential Information" as used herein shall include: (a) proprietary materials and information of the disclosing party regarding technical plans; (b) any and all other technical information, whether in a softcopy or hardcopy medium, including but not limited to data, developments, trade secrets and improvements that was disclosed in any form by the disclosing party; (c) all GIS, address, telephone, or like records and data provided by the disclosing party that is required by law to be held confidential.

3.6 This Service Level Agreement does not grant directly, by implication, or otherwise, any ownership right or license under any patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the products sold or services performed under this Service Level Agreement.

4.0 SOFTWARE UPDATES

County shall provide software updates, to the extent permitted under applicable license, maintenance or services agreements, as defined below:

4.1 Supplemental Release is defined as a minor release that contains primarily error corrections to an existing Standard Release. It may also contain limited improvements that do not affect the overall structure of the Software. Supplemental Releases can be installed remotely. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3".

4.2 Standard Release is defined as a major release of Software that contains product enhancements and improvements such as new databases, modifications to databases, new server/requesters, etc., and may involve file and database conversions, System configuration changes, hardware changes, additional training, modifications of Software license terms, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3".

4.3 Product Release is defined as a major release of Software considered the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3".

4.4 The City will not be required to pay any additional fees for County provided software releases.

4.5 At City's request, County will provide a current list of compatible hardware operating system releases. A list of Software Supplemental or Standard Releases will also be made available at no charge to City.

4.6 City must maintain all hardware and software connected to the County's network to the latest compatible revisions.

5.0 ADDITIONS AND CHANGES

5.1 The City may request an enhancement to System functionality. Enhancement requests should be submitted to County's Office of Communications Technology (OCT) for review. If OCT accepts the enhancement request, the request will be referred to the Program Management Team for possible inclusion in a future project. County OCT will provide a response to the enhancement request within ninety (90) standard business days of written receipt of initial request. If accepted, a proposed Project Plan will be furnished with any applicable enhancement fee. The City may choose to pay for an enhancement request that has been accepted by Program Management but is not viewed as a high enough priority to include in a release.

6.0 ACCESS

6.1 The City agrees to maintain any and all electrical and physical environments in accordance with System manufacturer's specifications.

6.2 The City agrees to ensure System accessibility, which includes physical access to building as well as remote access. Remote access is required and will not be substituted with on-site visits if remote access is not allowed or available.

7.0 EXCLUSIONS

7.1 Maintenance services and support not expressly listed in this SLA are excluded, and County shall not be liable under this Agreement for such services. Exclusions consist of, but are not limited to:

a) Any service work required due to incorrect or faulty operational conditions, including but not limited to equipment not connected directly to an electric surge protector, equipment used in a non-office environment, and equipment not properly maintained in accordance with guidelines set forth in the manufacturer's User's Guide;

b) The repair or replacement of parts resulting from failure of the City's facilities or City's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by County's representatives;

c) The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids;

d) The repair or replacement of any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium;

e) Accessories; custom or special products; office furniture which includes chair(s) and workstation(s); modified units; or modified software;

f) The repair or replacement of parts resulting from the tampering by persons unauthorized by County or the failure of the System due to extraordinary uses;

g) Operation and/or functionality of City's personal property, equipment, and/or peripherals and any non-County provided application software including service of any accessory, attachment, or component owned by City, whether or not installed by County;

h) Removal, relocation, and/or reinstallation of System or any component thereof without prior written consent by the County;

i) Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

j) Operational supplies including, but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, any supplies in addition to that delivered with the System, and battery replacement for uninterruptible power supply (UPS).

k) Unauthorized installation of any software or hardware modifying Printrak Software and/or the System.

7.2 City shall be responsible for payment of any desired service and support not included within the scope of this SLA and such service or support shall be performed at the rates set forth below.

Billable rates are subject to a two (2) hour minimum:

$100 per hour	8 a.m. – 5 p.m. (local time) Monday – Friday (excluding County established holidays)
$150 per hour	After 5 p.m. Monday – Friday, and all day on Saturday, Sunday and County established holidays
Travel Expense	In addition to the above hourly labor rates, all other actual travel related expenses may be charged to City.

Exhibit F – ATTACHMENT 2
Service Level Agreements
Trouble Ticket Workflow

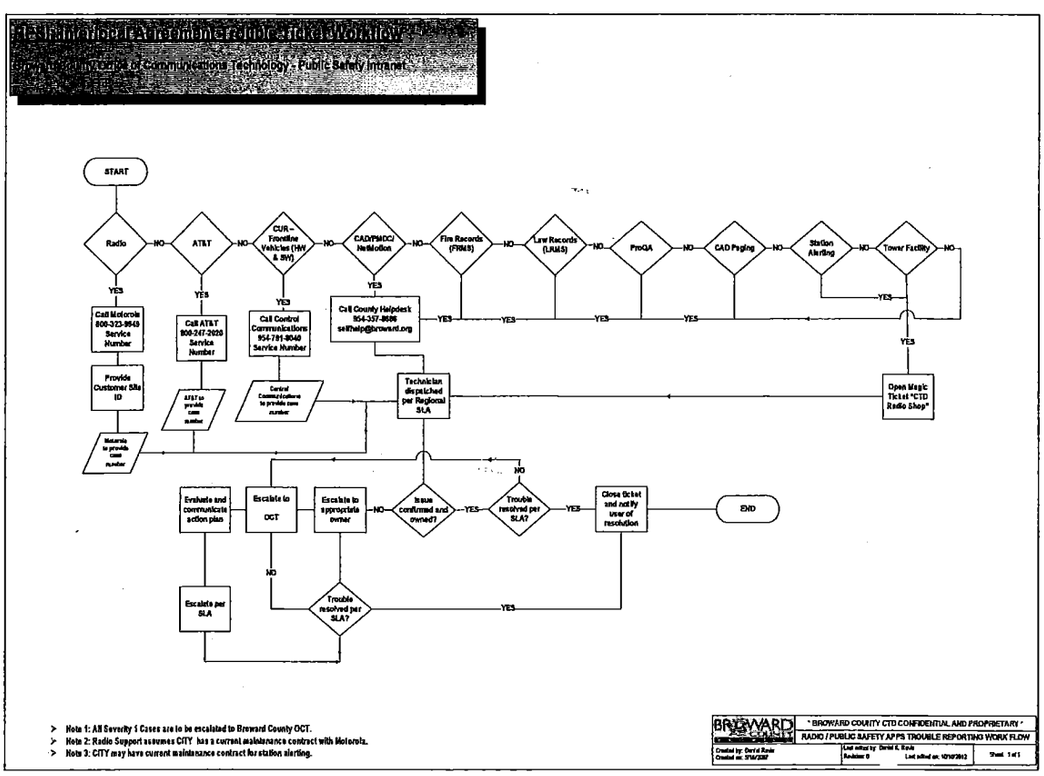


Exhibit G

Trunked Radio System
Standard Operating Procedures

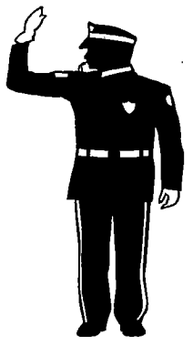
Regional Public Safety

Communications –

Radio Sub-Committee

Standard Operating Procedures

For the Broward County Public Safety Intranet







RPSCC RADIO SUB-COMMITTEE

STANDARD OPERATING PROCEDURES

FOR THE BROWARD COUNTY

PUBLIC SAFETY INTRANET

TABLE OF CONTENTS

SOP #	PROCEDURE TITLE
1.1	Fleetmap Standards
1.2	Talk Group & Radio User Priority
1.3	Telephone Interconnect
1.4	Private Call
1.5	Radio Aliases
1.6	Radio Model and Features
1.7	Radio Auxiliary Equipment
1.8	Talk Group Names
1.9	Shared Use of Talk Groups
1.10	Scanning Talk Groups
1.11	Emergency Button
1.12	Encryption
1.13	Definitions & Acronyms
1.14	Console Naming

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.1 Sub-Section: Procedure Title: **Fleetmap Standards** Date Established: 12/15/06 Replaces Documents Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

The 800 MHz system will contain a large number of talk groups & multigroups to support the various agencies that will be subscribing to the system.

The System has multiple administrating agencies that will be responsible for maintaining the Fleetmaps and system programming for the agencies for which they are responsible.

Talk groups must be configured identically by name in the SmartZone Manager Terminal database, Radio Consoles and the Subscriber Radio. The minimum characters are six (6) and maximum is 14. The Talk Group number of characters will need to be based upon the individual agency's subscriber radio model types used within their fleet.

For the effective management of the system a defined process needs to be used to document the Fleetmap information that each agency is supporting. This information needs to be in a format that is shared with the other administrators.

2. **Technical Background:**

- **Capabilities:**

The Fleetmap is parameter information programmed into the system infrastructure and into the subscriber radios to control how the radios will behave on the 800 MHz system.

The Fleetmap itself contains the following information:

Fleetmap Information	Definition
Talkgroup	Name of the talkgroup & multigroup as it is programmed into the system
Talkgroup ID	Numerical ID of the talkgroup & multigroup
Owner	The actual "owning" agency of the talkgroup
Description	General description of the talkgroup & multigroup
Multigroup	If the talkgroup is part of a multigroup, this will identify the multigroup
Priority	Priority level of the talkgroup
Admin Agency	The agency that is responsible for the system administration for this talkgroup
Site # access	Will be a listing of the RF sites individually, and if the talkgroup is authorized
Media Access	If media access is permitted for this talkgroup
Global Sharing	The predefined global sharing authorizations

User Groups = The subscriber groups using the talk groups, this becomes a matrix for programming.

The Fleetmap spreadsheet will become a documented matrix of the talk groups in the system and the subscriber groups that are using / sharing these talk groups.

3. **Operational Context:**

   The System Managers will be responsible for managing the Fleetmap information of the users they are representing. This information is also shared with the other system managers; the ID information also must be kept.

4. **Recommended Protocol/Standard:**

   The detailed matrix will be maintained on the system database. An example of the matrix layout is shown in this manual. ***Need to develop the matrix layout.***

   Each System Manager will maintain a master Fleetmap spreadsheet containing data on the subscribers for whom they are responsible.

5. **Recommended Procedures:**

   As individual System Managers make updates and changes to their spreadsheets, the spreadsheet will be e-mailed to the Broward County County's Office of Communications Technology Radio Communications Manager, the Administrator (for future reference this person will be referred to as the "Primary Administrator") of the system. This will allow the Primary Administrator to update the master spreadsheet information easily and provide the information to the other System Managers for reference and integrity of the Fleetmap planning process.

   Talk groups that are shared between subscribers of different administrating agencies will be reflected on all the spreadsheets having subscribers using these talk groups. The portion of the System Manager's spreadsheet containing data on talk group ownership will be considered the master reference for the Talk group.

   The disclosure of the Fleetmap configuration information including Talk Group IDs, user IDs, user privileges and other related system information would substantially jeopardize the security of the system from tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data

communications, etc. Therefore, the master Fleetmap spreadsheets shall be classified as "Security Information" and "Non-Public Data." The System Managers may choose to disclose some or all of their own information to their users; however, they shall not disclose other Agencies' information without prior approval from the responsible System Manager.

6. **Management**:

The System Managers Group will manage the Fleetmap information and the details of the process for communicating the information.

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.2 Sub-Section: Procedure Title: **Talk Group & Radio User Priority** Date Established: 12/15/06 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. Purpose or Objective:

The purpose of establishing varying priority levels for talk groups is to assure the most critical talk groups on the system are granted a channel as quickly as possible when the system is experiencing busy conditions.

2. Technical Background:

- **Capabilities**

  The system priorities can be managed at the user level and at the Talk Group level.

- **Constraints**

  All User Priorities will be set at 10, as radio users change talk groups, their effective priority will be set by the Talk Group that they are on.

3. Operational Context:

Priority levels in the system will be managed at the Talk Group level. The goal is to distribute priorities across the systems talk groups in a way that maximizes the ability for critical groups to communicate and minimizes the number of talk groups with high priority. All User Priorities will be set to the lowest priority level, 10.

4. Recommended Protocol/Standard:

The Talk Group owner, or the applicable subsystem owner, shall assign Talk Group priority levels not exceeding the level defined by the criteria below. Talk Group priorities that are assigned to level five or above are subject to the review and audit of the RPSCC Radio Sub-Committee.

Priority 1 Definition – EMERGENCY: Only Emergency Alert calls, i.e. emergency button pressed, will be given the Priority 1 status. Definition of an EMERGENCY means when a public safety radio subscriber encounters a life-threatening situation and needs help by activating their emergency button which then activates their designated dispatcher's radio console with an emergency alert.

Priority 2 Definition – Unassigned

Priority 3 Definition – Unassigned.

Priority 4 Definition – Public Safety Talk Groups

Priority 5 Definition – Low Priority Public Safety Talk Groups

Priority 6 Definition – Unassigned

Priority 7 Definition – Local Government Essential

Priority 8 Definition – Unassigned:

Priority 9 Definition – Local Government Non-Essential

Priority 10 Definition – PRIVATE & INTERCONNECT CALLS: Will be used for Telephone Interconnect Calls, Private Calls as defined by direct point-to-point or radio-to-radio communications that are not carried out within a talk group. This priority will also be used for talk groups that are established for system testing.

5. Recommended Procedures:

N/A

6. Management:

The RPSCC Radio Sub-Committee is responsible for supervision and management of this procedure.

STANDARD OPERATING PROCEDURE (SOP)

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.3 Sub-Section: Procedure Title: **Telephone Interconnect** Date Established: 12/15/06 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

To manage the use of interconnect on the system. Although this is a useful feature and needed by some users, it must be managed to an appropriate level to protect the primary radio communications purpose of the system.

2. **Technical Background:**

- **Capabilities**

Interconnect calls can be placed to individual users of the system, if they are configured for interconnect functionality. Interconnect calls can be placed to talk groups of the system, if the Talk Group is configured for interconnect functionality.

Interconnect is intended to be a BACKUP functionality to cellular communications and used primarily on an emergency basis.

- **Constraints**

  - An interconnect call will consume an RF channel for the duration of the call.
  - Interconnect calls are half duplex; only one end can talk at a time.
  - A type 1 portable cannot initiate an interconnect call.
  - A type 2 portable can only place calls to numbers that are pre-programmed into the radio.
  - A type 3 portable can place an interconnect call by dialing the number directly.
  - The general public can easily monitor the interconnect calls and they are NOT private or protected in any way.
  - Interconnect shall NOT be utilized to conduct confidential business such as discussing case strategy with the State Attorney's Office.

3. **Operational Context:**

If a radio user has a need for interconnect, it shall be granted, but the resources impact needs to be carefully managed. Due to the risk of cutting off emergency / life safety communications, the duration of interconnect calls shall be set to a time limit of two (2) minutes. Only one channel within a radio system will be allowed the feature of Telephone Interconnect. The need to make a Telephone Interconnect call must be restricted to emergency and business related use. The City of Fort Lauderdale has two (2) channels available for the users that are allowed the Telephone Interconnect feature; however, they do not permit other agencies to utilize their Interconnect resources.

4. **Recommended Protocol/Standard:**

Interconnect usage shall only be programmed for the users of the system that have a need for the

function, the primary purpose of the system is for radio communications, but there may be some users that may require a backup ability to cellular communications.

The priority level for interconnect calls is "10," this is defined under the priorities standards documents.

The interconnect equipment of the system will be configured to use the "overdial" method of operation, where the incoming calls come into a generic phone number, and then the interconnect ID of the radio is entered to complete the call. The Fort Lauderdale radio system does not support inbound interconnection.

5. Recommended Procedures:

The System Managers need to define and manage the interconnect properties of the RF subsystem(s) that they are responsible for. Each RF subsystem can be configured individually for the number of calls that they will be allowed to simultaneously carry.

6. Management:

The System Managers shall be responsible for following this procedure and monitoring the effect and usage of this resource. If negative impact or excessive usage is determined, interconnect permission will be reconsidered and possibly revoked. Definition of "negative impact or excessive usage is defined as individuals who are reported for using this feature for non-emergency and/or non-business related matters.

STANDARD OPERATING PROCEDURE (SOP)

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.4 Sub-Section: Procedure Title: **Private Call** Date Established: 12/15/06 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

To manage the use of private call on the system, although this is a useful feature and needed by some users, it must be managed to an appropriate level to protect the primary radio communications purpose of the system.

2. **Technical Background:**

- **Capabilities**

Private calls can be placed to individual users of the system, this communication is outside of the Talk Group communications, and is a private communication between two radio users. Console operators can place private calls to the radio users.

- **Constraints**

  - A private call will consume a RF channel for the duration of the conversation.
  - Private calls are half-duplex, only one end can talk at a time.
  - A type 1 portable cannot initiate a private call.
  - A type 2 portable can only place private calls to numbers that are pre-programmed into the radio.
  - A type 3 portable can place a private call by dialing the number directly.
  - Private calls are not recorded.
  - For the duration that a radio user is involved in a private call, the user will not be involved in dispatch / Talk Group communications.
  - The system is not able to restrict the usage of private call on the system, unlike interconnect calls, which can be managed.

3. **Operational Context:**

The private call resource should primarily be used as a supervisory function, if there is a business need for a radio user to have this ability, it should be granted, but the resource overall needs to be managed to protect the RF resources of the system. This is also a function that dispatch consoles overall would be capable of. Due to the risk of cutting off emergency / life safety communications, the duration of Private Calls must be set to a time limit of two (2) minutes. The number of channels that allow the feature of Private Call will be determined by the individual System Manager. The need to make a Private Call must be restricted to emergency and business related use. Radio users of the Private Call feature must understand that when this feature is being used, they cannot hear a Dispatcher call.

4. **Recommended Protocol/Standard:**

Private call usage will only be programmed for the users of the system that have a need for the function the primary purpose of the system is for radio communications. Site access for private

call is managed in the "Sites Profile Group" that the radio user belongs to.

5. Recommended Procedures:

System Managers shall work with the user groups they are responsible for to plan the appropriate private call programming requirements for those users, in order to protect the RF resources of the system.

6. Management:

The System Managers shall be responsible for following this procedure and monitoring the effect and usage of this resource. If negative impact or excessive usage is determined, private call permission will be reconsidered and possibly revoked. Definition of "negative impact or excessive usage is defined as individuals who are reported for using this feature for emergency and/or non-business related matters.

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.5 Sub-Section: Procedure Title: **Radio Aliases** Date Established: 12/15/06 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08-02-07

1. **Purpose or Objective:**

The purpose of this section is to set forth the principle by which all radio users in the regional system will establish names for their radios in order to ensure that there are no duplicate names, and also to facilitate intuitive understanding of the radio name.

2. **Technical Background:**

- Constraints

Every Radio User ID in the system has to be unique; there can be no duplicate IDs. The Radio User Alias field itself will hold up to 14 characters and the legal values that the system will accept are: Upper Case Alpha, Numeric, Period, Dash, Forward slash, Number sign.

When agencies make additions, deletions and changes to the database for Radio Aliases the modifications will not take effect until Motorola performs a database back-up that will occur every Friday. The Dispatch consoles will not reflect these modifications until that step is taken.

3. **Operational Context:**

With the exception of the first three (3) characters users are technically free to choose any unique name they wish for their radio aliases. However, since this is a shared system Radio User Aliases that are programmed into the system must have naming conventions between agencies that will not conflict with each other.

4. **Recommended Protocol/Standard:**

In order to meet this need the Radio User aliases would be prefixed with an agency identification that would be unique to that agency and would preferably readily identify the agency the Radio User is associated with. Because of the number of agencies using the system the prefix would be a minimum of two alphanumeric characters in length in order to avoid contention between agencies.

Regional Operating Agencies and all agencies within the County of Broward would have naming prefixes of at least two digits that would stand alone. Counties would be pre-named with a two digit mnemonic, and the Cities and Agencies of the Counties would be included under the prefix of the County they are in.

Region 7 Operating Agencies and Broward County Region Agencies will have a naming prefix of at least two (2) letters that would describe their area. The naming standard only governs the first two characters; the characters following the first two are at the individual agency's discretion, for example; the agency may opt to internally use more than two characters for the internal identifications.

The following are suggestions for the body of the subscriber alias name. The body of the alias would contain an agency's identification for the individual or pool radio etc., possibly the radio user's call sign as an example. The alias could be suffixed with identification for the radio itself, such as a "-P" for portable for example to differentiate between a mobile & portable radio used by the same person. This would allow Dispatchers & System Managers to readily identify radio users and if the radio is a portable or a mobile.

Lost radios or radio IDs that are not associated with a radio user or console: A possibility for locating unused radios in the system that are lost, or not assigned to subscribers would be to temporarily prefix the radio serial number with a dash "-"at the time the radio is lost, or when the radio user is assigned to another radio. A report of these radios can be created by the SmartZone configuration reports tool and setting the radio selection criteria to "Radio Serial #," Start range -0, End range -999999.

A master list of Radio User Aliases will be created and maintained in the system. They will be readily accessible through the data terminal for all who have rights on that part of the system. As alias names are created and approved they will be placed on this master list so as to be available for all appropriate parties for operations and planning.

REGIONAL SYSTEM NAMING PREFIXES

2-3 Character Prefix	Name of the Agency using the Prefix
BC	Broward County Local Government
BCP	NPSPAC Mutual Aid
BCSB	Broward County City
BSO	Broward County's Office Police and Fire Rescue
CC	Coconut Creek
CM	Communications – Joint Operations
CS	Coral Springs
DV	Davie
DB	Deerfield Beach Fire Rescue
DN	Dania Beach Fire Rescue
FL	Fort Lauderdale
FSO	Motorola Field Service Operation (FSO)
HB	Hallandale
HBB	Hillsboro Beach
HW	Hollywood Police, Fire Rescue and Local Government
LH	Lauderhill
LP	Lighthouse Point
MED	Broward County MEDCOM
MG	Margate
MM	Miramar
OP	Oakland Park
PB	Pompano Beach Local Government
PB	Pompano Beach Fire Rescue
PL	Plantation
PP	Pembroke Pines
SEM	Seminole Tribe
SN	Sunrise
WM	Wilton Manors

5. Recommended Procedures:

N/A

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.6 Sub-Section: Procedure Title: **Radio Model and Features** Date Established: 01/04/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

The purpose of this section is to set forth the recommended standards by which all 800 MHz radio users in the regional system will agree to purchase subscriber radios that are defined in this standard. This standard is to ensure that radios that are not in compliance do not affect the radio system. This document will be revised after the RPSCC approves the purchase and implementation of a new APCO P25 700 MHz radio system and the manufactured radio models have been identified to work with the P25 system.

2. **Technical Background:**

- **Constraints**

Radios must meet the recommended standards as set forth. These standards identify the proper radio to be used in conjunction with the required features and auxiliary equipment (to be described in Section 1.7) Each subscriber radio will be assigned it's unique Radio ID number, Alias Name and programmed with a codeplug/template that has been approved by the user's upper level management.

3. **Operational Context:**

All radios are programmed with the required Talk Groups, Mutual Aid (Local and Statewide) and features to allow it to operate on the 800 MHz Trunked radio system. Codeplugs/templates are created by the individual agencies radio shop or their contracted vendor.

4. **Recommended Protocol/Standard:**

In order to meet these requirements the following information describes the minimum standards that must be considered when new radios are purchased. Radios of various manufacturers and models are capable of operating on this network. The Network currently consists of a Motorola SmartZone 3600 Baud Control Channel infrastructure. It is recommended that mobiles and portables be capable of operation with SmartZone features to permit the automatic roaming between sites as the users move out of range of their home system. SmartNet radios can be utilized where there is no intention of providing the automatic roaming features. With an eye to the future, where P25 and 700 MHz may be introduced, it is recommended that the subscriber units with a life expectancy past 2009 be either upgradeable or be equipped to operate on 700 MHz using the P25 protocol. For Public Safety users it is strongly recommended that the current Motorola products be utilized. System Managers can advise on the appropriate features, functionality and options to purchase. As a minimum, all radios shall have the ability to be assigned a unique individual ID number for system access, have the ability to be inhibited by command from the System Management tools and have an adequate talkgroup/channel capacity to permit the Local, Regional and National Mutual Aid talkgroups and channels to be programmed along with local agency requirements. The radios shall be capable of operating both in conventional mode and Motorola Trunking modes. There are other Trunking protocols that are

not compatible, and radios utilizing these protocols shall not be authorized. These protocols include, but may not be limited to, Privacy Plus, EDACS, LTR and TETRA.

Mobile Radios shall have their power set to the lowest possible value. The radio systems in Broward County are designed to work in-building with portable radios. Constraints are placed upon the acceptable mobile radio power levels that should be utilized by this in-building design and the close spacing of the frequencies utilized by the network. Excessive power can cause undesired interference to the other users on the network. Older model radios shall be set to the lowest power permitted by their design, typically the half-power point. Non-Public Safety mobiles shall utilize 1/4 wave antennas, not gain style antennas.

Any Public Safety user that desires to utilize a high power setting for a specific System's Talk Groups shall obtain permission from the System Managers. The radios shall be programmed to power up in the low power mode and require a positive action on the part of the user to increase the power level. There shall be policies and procedures written to address the use of high power only after communications are unsuccessful when using the low power setting, and when working outside the primary coverage area of the network. If wide area talkgroups are involved, the totality of the wide area coverage, and not that of a more restricted coverage system, shall determine if high power usage is appropriate.

PORTABLE RADIO STANDARDS							
Model Description	**XTS2500 Model I**	**XTS2500 Model II**	**XTS2500 Model III**	**XTS5000 Model 1**	**XTS5000 Model II**	**XTS5000 Model III**	**XTS1500 Model I**
Digital	O	O	O	O	O	O	O
SmartZone	O	O	O	O	O	O	O
Dual Mode 800/700 MHz capable	S	S	S	S	S	S	S
Project 25 9600 SW	O	O	O	O	O	O	O
RF Switch (764-806 MHz) (808-870 MHz)	S	S	S	S	S	S	S
Encryption Software	O	O	O	O	O	O	
Encryption Hardware	O	O	O	O	O	O	
Multi-Key (Required only if other System Talk Groups are programmed in the radio)	O	O	O	O	O	O	

MOBILE RADIO STANDARDS			
Model Description	**XTL1500**	**XTL2500**	**XTL5000**
Digital		O	O
Dual Mode 800/700 MHz capable	S	S	S
SmartZone		O	O
P25 9600 Software	O	O	O
ID Display		O	O
Encryption Software	O	O	O
Encryption Hardware		O	O
Multi Key (Required only if other System Talk Groups are programmed in the radio)		O	O
Remote Control Head		O	O

S = Standard Feature
O = Optional Feature

5. <u>Recommended Procedures</u>:

N/A

6. <u>Management</u>:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.7 Sub-Section: Procedure Title: **Radio Auxiliary Equipment** Date Established: 01/04/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

The purpose of this section is to set forth the recommended standards by which all 800 MHz radio users in the regional system will agree to purchase subscriber radios auxiliary equipment that are defined in this standard. This standard is to ensure that radios that are not in compliance do not affect the radio system. These standards will be revised once the RPSCC has purchased and implemented a new APCO P25 700 MHz radio system and the radio model types have been identified to work with the P25 radio system.

2. **Technical Background:**

- **Constraints**

Radios must meet the recommended standards as set forth when auxiliary equipment is needed by the individual radio subscriber to perform their job. These standards identify the proper radio auxiliary equipment to be used in conjunction with the radio subscriber's model type.

3. **Operational Context:**

All radios must meet these specific requirements for antennas and batteries when installed on a subscriber's radio. Failure to utilize the manufacturer's recommended standards for the radio auxiliary equipment may cause Law Enforcement and/or Fire Rescue field force personnel to experience static, interference or audio communication breakdown with their assigned Dispatchers. While it is recognized that it is desirable to utilize the accessories manufactured by the radio manufacturer, there are alternative after-market accessories that provide performance equivalent to the manufacture's items, or functionality not available from the Original Equipment Manufacturer (OEM). The permissibility of these after-market items shall be determined by the System Manager after performing a technical evaluation to insure a performance level equivalent to the OEM items.

4. **Recommended Protocol/Standard:**

In order to meet these requirements the following information describes the minimum standards that must be considered when new auxiliary radio equipment is purchased.

Antennas: Radio antennas shall be either the OEM part or an equivalent as determined by the System Manager. No antenna shall be used that is not pre-approved. In no cases shall "cellular" or shortened stubby designs be permitted unless technical testing confirms that the radiated energy is within 1 dB of the OEM antenna radiation. Testing shall be performed under the direction of the System Manager, not the end user.

Batteries: The battery is the life-blood for the radio and can have a major impact on the radio performance over the course of a shift. It is encouraged that each Public Safety user will have a spare charged battery available. In car charges are an option, either the OEM version or

the AdvanceTec model as appropriate for the radio model in use. These shall only be utilized to charge the spare battery. It is highly encouraged that OEM batteries be utilized as they have proven to present fewer quality and performance issues then many of the after-market products.

After-market batteries shall be evaluated prior to implementing their use. Testing shall include fit and finish, drop tests, vibration, cycle capacity, long-term capacity and self-discharge after the battery has been in use for six (6) months. Testing shall be on a representative sample of the after-market manufacturer's product.

Speaker/Microphones: Speaker/Microphones come in two basic styles; Public Safety – equipped with an antenna; Standard – usually equipped with a coiled cord and does not have antenna. The radio system coverage is predicated upon the use of a Public Safety microphone with the appropriate antenna installed on the microphone. Use of Standard speaker/microphones for users that ride in vehicles is discouraged due to the significant range reduction caused by having the antenna below the vehicle glass level and shielded by the vehicle's construction. They may be utilized by bicycle and motorcycle units with the understanding that when radio user is in a vehicle, the coverage may be significantly reduced.

Surveillance kits such as the two or three wire kits, and ComPorts also utilize the antenna mounted on the radio. The same in vehicle coverage issues apply to these units.

After-market microphones, surveillance kits, etc. require technical evaluation by the System Manager before they are promoted to the end users.

The following are the manufacturer's recommend standard specific to radio models MTS2000 (antennas only), XTS3000 and XTS5000 (batteries only) series.

Antenna:

- 806 – 870 MHz – ½" Wavelength Whip (MTS2000 only)
- 806 – 941 MHz – ¼" Wavelength Whip (MTS2000 only)

Public Safety Microphone (Models MTS2000, XTS3000 and XTS5000):

- Straight Cable 30 inches
- Straight Cable 24 inches
- Straight Cable 18 inches
- Command Shoulder Speaker (water-proof) microphone

Batteries for Portable Radios (Models MTS2000, XTS3000 and XTS5000):

- Nickel-Cadmium 7.5 volt Battery (MTS2000)
- Ultra-High Capacity Battery (MTS2000)
- High Capacity NiCD
- High Capacity NiCD FM
- High Capacity NiMH
- High Capacity NiMH FM
- High Capacity NiMH Rugged FM
- High Capacity Lithium Ion
- NiCAD (State approved)

5. Recommended Procedures:

All Antennas, Public Safety Shoulder Mics and Batteries must meet the specifications identified in this standard, protocol and procedures. It is strongly recommended that all after-market vendors

work through the System Managers to present their products for evaluation before they contact the end users. End users shall refer all vendors to their System Manager before entertaining the use of an after-market product that connects to, attaches to, or otherwise involves the subscriber units and/or the radio system.

6. Management:

The System Managers are responsible for seeing that the defined standard is followed and maintained.

Document Section: 1.8 Sub-Section: Procedure Title: **Talk Group Names** Date Established: 01/04/07 Replaces Document Dated: 08/02/07 Date Revised: 04/08/08	RPSCC Radio Sub-Committee Approved Date: 04/08/08

1. **Purpose or Objective:**

The purpose of this section is to set forth the principals by which all radio users in the regional system will establish names for **Talk Groups (TG)** and to facilitate intuitive understanding of the TG name. The TG naming standard is also essential because, in keeping with the regional interoperability concept, some TG's will be shared by multiple agencies.

2. **Technical Background:**

All TG names programmed in the County's 800MHz Trunked Radio System must be unique and consistent from Zone Manager to subscriber. Due to the fact that the newer subscriber units will have a maximum of twelve (12) characters on their display, TG length will be limited to a maximum of twelve (12) characters. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

3. **Operational Context:**

With the exception of the first four (4) characters (see Appendix A), the System Managers are technically free to choose any unique name they wish for TG's assigned within their partition (maximum of twelve (12) characters). The NPSPAC Mutual Aid conventional TG's are assigned a name that is known nationwide. When possible, subscriber TG will be consistent with the console database and zone controller. Any subscriber with less than eight (8) characters display will be handled on a case by case basis.

4. **Recommended Protocol/Standard:**

The first two characters of the TG alias identify the talk group governing entity/municipality (see Table 1). The third character identifies the department/agency within the governing entity/municipality (see Table 2). The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber type and/or model, character display may be smaller or larger. Subscribers units with displays smaller than twelve (12) characters will require condensing the TG name to fit within the display. Any subscriber displays that are under eight (8) characters will be handled, by the Radio System Administrator, on a case by case basis.

It is understood that there is currently a wide variety of subscribers out in the field. In addition to this, there are many agencies who still wish to continue to identify zone and channel assignments prior to the TG in the subscriber unit. Even though the concept that the TG's are to remain consistent from zone controller up to the subscriber is fully supported by Broward County Office of Communications Technology, this may be too big of a challenge to overcome at this time. We have come to the understanding that if the agency wishes to continue to identify zone and channel assignment prior to the TG name in the subscriber, they have this ability if they can leave the TG name consistent, as it appears in the zone controller, as much as possible.

5. **Recommended Procedures:**

N/A

6. **Management:**

The System Managers are responsible for seeing that the defined standard is followed and maintained.

Appendix A

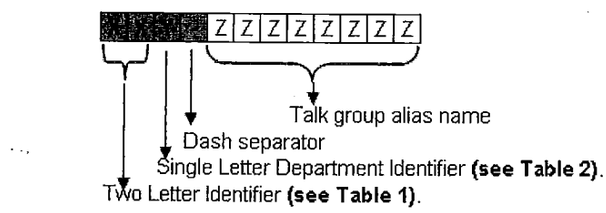
Purpose:

The following is required in order to standardize and document talk group naming convention for the Broward County SmartZone 800Mhz Trunked Radio System.

Description:

The first two characters of the talk group alias identifies the talk group governing entity/municipality. The third character identifies the department/agency within the governing entity/municipality. The fourth character will have a dash (-) as a separator. The remaining available characters will be used to complete the talk group alias. It is important to note, depending on the subscriber model, character display may be smaller or larger. Any subscriber displays that are under eight (8) characters will be handled, by the Radio System Administrator, on a case by case basis. See examples below.

Example 12 character display

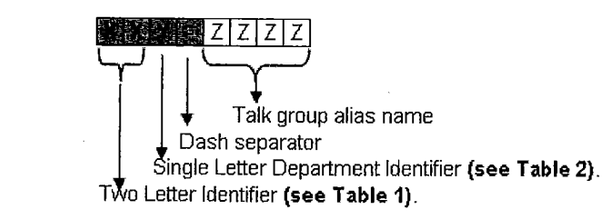


example: [redacted] D I S P - 4 A = PSB/BSO dispatch channel "Disp4A"

example: [redacted] D I S T - 1 = FTL dispatch channel "Dist-1"

Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12) characters allowed for talk group alias names.

Example 8 character display



example: [redacted] D S P 4 = PSB/BSO dispatch channel "Disp4A"

example: [redacted] D S T 1 = FTL dispatch channel "Dist-1"

Note: Depending on the subscriber model, character display may be smaller or larger. There is a max of twelve (12)

Tables

Table 1	
BC	Broward County
BS	Broward Sheriff Office
CC	Cooper City
CK	Coconut Creek
CS	Coral Springs
DN	Dania
DR	Deerfield
DV	Davie
FL	Fort Lauderdale
HA	Hialeah, Miami Dade Cty.
HD	Hallandale
HW	Hollywood
LH	Lauderhill
LL	Lauderdale Lakes
LP	Lighthouse Point
LS	Lauderdale by the Sea
LZ	Lazy Lake
MC	City of Miami, Miami Dade Cty.
MB	Miami Beach, Miami Dade Cty.
MD	Miami-Dade County
MG	Margate
MM	Miramar
NL	North Lauderdale
OP	Oakland Park
PC	Palm Beach County
PB	Pompano Beach
PD	Parkland
PK	Pembroke Park
PL	Plantation
PP	Pembroke Pines
SF	State of Florida
SM	Seminole
SN	Sunrise
SR	Sea Ranch Lakes
SW	Southwest Ranches
TM	Tamarac
WM	Wilton Manors
WP	West Park
WS	Weston

*** To be used only by Broward Sheriff's Office**

Table 2	
A	**Airport**
B	FUTURE USE
C	**Communications**
D	FUTURE USE
E	**Port Everglades**
F	**Fire Rescue**
G	FUTURE USE
H	FUTURE USE
I	FUTURE USE
J	FUTURE USE
K	FUTURE USE
L	**Local Government**
M	**Mutual Aide**
N	FUTURE USE
[redacted]	
P	**Police**
Q	FUTURE USE
R	**Parks & Rec**
S	**School**
T	FUTURE USE
U	FUTURE USE
V	FUTURE USE
W	FUTURE USE
X	FUTURE USE
Y	FUTURE USE
Z	FUTURE USE

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.9 Sub-Section: Procedure Title: **Shared Use Of Talk Groups** Date Established: 01/04/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

The intent of this standard is to provide an option to the users of the 800 MHz system, which will allow the talk group owners to "at their discretion" predefine sharing authorizations for other agencies.

2. **Operational Context:**

Talk Groups are considered to be "Owned" by the agency requesting the creation of the Talk Group, similar to the ownership that applies to conventional RF resources. As the owner of the Talk Group the owning agency has the authority and control to define who can and cannot use the Talk Group and to what "degree. Traditionally this process has been primarily accomplished with "letters of authorization."

The optional method to simplify this process is for the owning agency to predefine sharing authorization, as diagrammed in the table example below.

The predefined authorizations would be kept in the Talk Group spreadsheet maintained by the System Managers. These spreadsheets would be shared between the System Managers, and would be a reference available for Talk Group planning. If an agency does not pre-define sharing authorization for a particular talk group, the default will be a "P" as defined below.

3. **Recommended Protocol/Standard:**

The use of the following codes, which are combined to define the intended pre-authorizations...

P = Permission is required to gain authorization for use. A letter of permission must be generated from the System Manager of that agency that wishes to use another agency's Talk Groups for their radio subscribers and/or their Dispatch consoles and this written request must be sent to the System Manager of the system that has ownership of those Talk Groups for their system.

D = Defined agencies may share, to be defined in a separate letter. The letter would outline specific purpose talk groups, i.e., only dispatch consoles, only neighboring cities, etc. The letter will be on file with the appropriate System Managers.

L = Like agencies may share, "Fire, Medical, Law, Public Works, etc."

A = All agencies.

RX = Only authorized to receive.

TX = Authorized to transmit and receive.

4. **Recommended Procedures:**

The System Managers, working with the user groups, would perform this task.

5. Management:

The System Managers are responsible for the management of this procedure. The larger table is also used to layout the Fleetmap information as described in this manual in Section 1.1, Fleetmap Standards.

Talk Group	Owning Agency	Description	Administrating Agency	Global Sharing Authorizations P = Permission letter required to gain authorization for use D = Defined Use – Letter required L = Like agencies may share "Fire, Medical, Law, Works" etc. A = All agencies RX = Are only authorized to receive TX = Are authorized to receive & transmit
Talk Group 1				D-TX
Talk Group 2				L-TX
Talk Group 3				A-TX
Talk Group 4				P-RX
Talk Group 5				P-TX
Talk Group 6				D-TX
Talk Group 7				L-TX
Talk Group 8				A-TX
Talk Group 9				P-RX
Talk Group 10				P-TX
Talk Group 11				D-TX
Talk Group 12				L-TX
Talk Group 13				A-RX
Talk Group 14				P-RX
Etc.				P-RX

The "RX" option shown in the table is an authorization that permits receive only use, although the radio would be technically capable of transmit (TX) operation on the talk group.

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.10 Sub-Section: Procedure Title: **Scanning Talk Groups** Date Established: 01/04/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

This procedure is to identify operational procedures and responsible authorities governing Scanning activities as it relates to the Scan function in the individual subscriber radio.

2. **Technical Background:**

- **Capabilities**

The network infrastructure and subscriber units need to be configured to permit managed user Scanning of Talk Groups. Whether or not Scanning will be utilized in subscriber radios, it is at the option of the user agency. Users also need to be trained that merely including a Talk Group in a non-priority Scan list will not necessarily result in the user hearing traffic on that Talk Group. The Talk Group must also be "active" at the site where the user is affiliated. Talk Groups are active on a site if the Zone Controller is programmed to allow the Talk Group to appear on that site and there is at least one user affiliated at the site which has the Talk Group of interest as their selected channel.

- **Constraints**

How the radio is programmed to handle wide area and local sub-system Talk Groups will determine priority Scan capabilities. If the local sub-system Talk Groups is not programmed to the same "system" in the radio, they cannot be included in the priority monitor Scan list. In this case, only Talk Group Scan can be implemented. Priority Scan requires System Infrastructure configuration in order to perform as expected. The Talk Groups that are deemed to be Priority Monitor Groups need to be configured as such by the System Managers. There are practical limitations on the overall number of Priority Monitor Groups that can be enabled due to the amount of time required to distribute the list of active Talk Groups to the radios in real-time. Talk Group Scan does not provide a priority feature to direct the radio to the priority Talk Group. Talk Group Scan can Scan Talk Groups from different systems (as defined in the radio internal programming) and conventional channels. It is strongly recommended that "talkback Scan" not be used. Talkback Scan would direct the user to transmit on the last active Talk Group the radio heard traffic on. This will cause confusion as the radio user will not know what Talk Group the radio will be transmitting on as it will constantly change based upon what the radio last received. Scan is not recommended for those users that must hear critical communications.

While Scanning will be available on the systems it will necessarily be limited and, therefore, not be as robust as in conventional radio systems.

3. **Operational Context:**

The network infrastructure and subscriber units will be configured to balance the ability for users

to achieve wide area coverage where necessary, and maintain an acceptable level of service for all users. The use of "Critical User" and "Critical Site" in the system for the purpose of non-priority Scanning is not permitted and Scanning between different sites will be accomplished by the use of "requested sites."

Before priority Scanning is allowed on an individual subscriber's radio, it must be pre-approved by the agency's management and/or command.

Additionally, priority Scanning of Talk Groups must be evaluated by the System Manager to make sure the radio system is not affected by the use of this feature.

4. Recommended Protocol/Standard:

Limited Scanning/monitoring privileges may be pre-approved by the affected Talk Group owners and System Managers.

Before Scanning of owned Talk Groups, permission must be granted. permission must come from:

- The System Managers of the sites that are being requested for the Talk Group
- The jurisdiction/agency who is the "owner" of the requested Talk Group

Mutual aid, special roaming and other shared Talk Groups may be Scanned at any time; however, "requested site" determinations will be made by the System Managers of the affected sites.

5. Recommended Procedures:

Permission:
If the Talk Group does not appear on the approved Scanning list, permission must be obtained in writing from the Talk Group owner and the System Manager of the non-home site or sites being "requested" if applicable.

Scanning Configuration:
If trunked Scanning is desired, it is recommended that Scanning should normally be limited to owned trunked Talk Groups which are affiliated with their "always preferred site(s)".

It is further recommended that Scanning normally be disabled when the user leaves the system and switches their radio to a conventional (non-trunked) channel. However, if mixed mode Scanning (both trunked Talk Groups and conventional channel members) is required by some users, it is also recommended that this Scan type only be available when the radio is selected to a conventional channel. This is because mixed mode Scan does not provide priority reverts and the user will typically miss substantial portions of conversations on the selected channel. Talkback Scan is highly discouraged, as the user cannot control the Talk Group used to transmit. Can lists can be either programmed into the radio with no user access for changes, or the list can be made accessible for user modifications. It is preferred that the list is made user configurable to allow those users that can handle Scan to determine what they want to listen to and make changes "on the fly" as their requirements change.

Scanning of Non Home Site Talk Groups:

It is possible to monitor a non-home Talk Group by configuring the system to request the desired non home Talk Group appears on your primary/home system or "always preferred site(s)". Doing so however, will consume a repeater channel on your primary/home system or "always preferred site(s)" and will carry the requested non-home Talk Group priority setting with it. Also, a call on the requested non-home Talk Group will not be delayed (busy queued) if the home system or

"always preferred site(s)" does not have a channel available. This however may cause unacceptable conditions where the majority of users do not receive the call while the dispatcher or calling party has no indication that a large segment of their users did not receive the call. While this "requested site" is the recommended approach, it must be carefully controlled, monitored and evaluated due to the potential to exhaust system resources. It must be approved by the affected System Managers.

6. Management:

The System Managers will be the final authority for controlling the Scan feature and Scanning issues. The agency's management and/or command will have the authority to approve/disapprove this feature for their users.

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.11 Sub-Section: Procedure Title: **Emergency Button** Date Established: 01/04/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. Purpose or Objective:

There will be a large variety of users on the radio system with various Emergency Button needs. The various ways the emergency key can be configured will allow for flexibility of use, however, it is important to design the system in such a way that when an Emergency Button is pushed, it is responded to quickly and appropriately.

2. Technical Background:

- **Capabilities**

The "Emergency Button" feature, if it is programmed into the subscribing agency radios, will allow a radio user to send an emergency notification by pressing the specific Emergency Button on the radio. The notifications will audibly and visually alert all dispatch console positions that have the talk group up that the emergency notification is routed to. Other radios that have the talk group selected will also receive the emergency notification, and display the radio ID of the radio generating the emergency. The display of an ID is dependent upon radio model, firmware version, and purchased options. The user activating the Emergency Button has the obligation to properly cancel the activation by pushing – and holding the Emergency Button until a continuous tone sounds. Failure to properly cancel the alarm on the originating radio will cause a new alarm activation each time the user transmits.

Emergency calls are also automatically assigned the highest priority available and would be the first available from the queue if the system is in a busy situation. Subscriber's radios can optionally be configured to automatically activate the Push-to-Talk (PTT) for a programmed period of time if the Emergency Button is pressed.

- **Constraints**

Consider two situations a fire department engine company could be faced with, that show different operational needs:

1. An engine company responds to a medical at a private home. Upon entering the home, they are met by an out-of-control person who fires a handgun at them.

2. An engine company is conducting an interior fire attack when the floor collapses, trapping them in the basement.

In the first example, a firefighter may push his Emergency Button as he is running out of the home. He may want it to signal his dispatcher on the main talk group. The dispatcher would immediately see the signal, assess the situation, and send the police to assist.

In the second example, a firefighter may push his Emergency Button, and have it send the signal on his fire ground operations channel. The on-scene safety officer would attend to this signal by immediately sending in a rescue crew comprised of people already at the scene.

The design should also avoid the instance where an Emergency Button is pressed, and nobody can identify the user, or the wrong people attend to the emergency. Such a situation would occur if a police officer's Emergency Button were configured to signal on a Main Channel talk group. In that case, pressing his Emergency Button would probably signal every police dispatch console on the radio system.

Another example is that a public health official pushing the button when alone in a dangerous situation. If the public health official's radio were configured to signal on the County main dispatch talk group, but is unknown to the dispatcher, the dispatcher may be confused by who is in distress, and may not know how to respond. This example shows the importance of an agreement between the central monitoring agency and the radio user agency.

Emergency Button programming cannot be configured on a talk group by talk group basis. This function is defined within the radio personality consisting of a group of 15 talk groups. The personality may be configured to direct the radio to a specific talk group or to use the current selected talk group of the talk groups within the personality. Emergency Button configuration requests shall be discussed with the System Manager of the affected System as radio programming codeplugs are impacted.

It is recommended that non-Public safety, i.e. Public Service, or general government, users not have the Emergency Button functionality unless appropriate training and monitoring resources are available to respond to the alarms. Non-public safety emergency alarms shall not be directed to a Public Safety Talk Group unless the Public Safety Dispatch Center responsible for the Talk Group agrees to assume responsibility for the alarms.

3. <u>Operational Context:</u>

An Agency may choose to utilize the Emergency Button functionality, or to disable its use. If an Agency chooses to use the Emergency Button it shall be utilized as an indication of an immediate threat to life or property. Use of the Emergency Button to advance a routine Talk Group call in the priority cue is not an accepted usage. Agencies may choose to have the emergency activations occur on a primary dispatch Talk Group, or be directed to a specific Talk Group set aside to handle Emergency Activations. Agencies that may have access to the Talk Groups from other Agencies in their consoles will receive the emergency activation notifications if that Talk Group is active in a folder in the console operator position. Agencies shall NOT acknowledge/silence/cancel emergency activations from another Agency without contacting that agency before taking action. To do so may cause a valid emergency alarm to go unanswered.

Any Agency that acknowledges/silences/cancels emergency activations from another Agency more than 3 times, without contacting that agency before taking action, shall remove the other Agency Talk Groups from their consoles within 30 days of receiving notification from the Talk Group owner or System Manager.

Subscriber units that send an excessive number of false emergency alarm activations shall be located and corrected by the subscriber owner agency as expediently as possible. Excessive is determined to be four (4) or more false alarm activations within a 24-hour period. The subscriber owner agency shall take all steps necessary to locate and correct the false activations. There are circumstances where it is not possible to stop the false activations by attempting to inhibit the radio or by removing the radio authorization record from the system databases. In these cases

the radio must and shall be located by the Owner Agency and brought to the servicing vendor for repairs within 30 days of the first false activation. Dispatch Centers shall report all instances of excessive false emergency alarm activation to their System Manager. The report shall include the date, time and Talk Group the emergency occurred on, along with either the subscriber alias or displayed radio ID #.

4. Recommended Protocol/Standard:

Use of the Emergency Button as an emergency signaling option should be available to any agency on the radio system, subject to certain conditions and provisions.

1. Agencies are not required to use this capability of the radio system.
2. No agency will be permitted to enable their emergency signal on a talk group designated as "emergency restricted."
3. All agencies implementing the Emergency Button must have a plan in place to respond to an Emergency Button activation.
4. All Emergency Button response plans must include, at minimum:
   - A central radio monitoring point that can identify which radio user pushed the button, the location and nature of the emergency and what the proper agency response should be
   - A central monitoring point must be available during any/all hours that personnel are using the radio system.
   - A policy for use of the Emergency Button by radio users.
   - A response plan to assist the radio user in need.
   - In the event the central radio monitoring point is not the same agency as the radio user, an agreement on policy, monitoring, use and response must be in place among the agencies.
   - Where available the orange button should be used to program the Emergency Button.

5. Recommended Procedures:

N/A

6. Management:

Agencies wishing to use the Emergency Button function must coordinate which agency resources that will be receiving the emergency calls, the receiving agencies must have an appropriate plan in place, and documented as to the process that they will use to handle the emergency calls.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.12 Sub-Section: Procedure Title: **Encryption** Date Established: 01/04/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

This procedure is to identify operational procedures and responsible authorities governing Encryption activities.

2. **Technical Background:**

- **Capabilities**

The network infrastructure and subscriber units need to be configured to permit Encryption of selected Talk Groups. Whether or not Encryption will be utilized in subscriber radios, it is at the option of the user agency. Users also need to be trained to know how to activate the Encryption feature when needed on a specified talk group.

- **Constraints**

It will be the subscriber radio user's responsibility to activate the Encryption feature when needed. In most cases the use of Encryption will be decided once a talk group is dedicated to the use by the personnel in the field that are involved in the operational situation.

The Encryption feature blocks all non-approved/intruder radio users and scanners from hearing the conversation of the talk group that is being used for the situation. At this point in time (2007), only the City of Hollywood and County of Broward infrastructure support Encryption capabilities. Encryption can only occur on a digital capable talk group. Both the availability of digital Talk Groups and digital subscriber IDs is limited and must be coordinated with the System Managers prior to any desired implementation. Currently only DES-OFB and DES-XL Encryption algorithms are supported. Encryption Talk Groups that must appear on a console will need to have Encryption key loaded into the Console DIU. This has the potential to reduce the security of the talk group as others may be able to access the clear audio via a console.

3. **Operational Context:**

The Encryption feature needs to be pre-approved by the agency's upper level management. Police units that are approved to receive Encryption for their subscriber radios are designated as SWAT, K-9, Homeland Security and Special Investigation Division, and any other unit as determined by the Department. Other Departments and Divisions such as the Fire Department may choose to encrypt some or all of their Talk Groups as needed to insure operational security.

4. **Recommended Protocol/Standard:**

Limited Encryption privileges may be pre-approved by the affected Talk Group owners and System Managers.

Before allowing Encryption as a feature of a subscriber radio user of owned Talk Groups, permission must be granted. Permission must come from:

- The System Managers of the sites that are being requested for the talk group
- The jurisdiction/agency who is the "owner" of the requested talk group

5. Recommended Procedures:

A subscriber radio user that has the Encryption feature will be responsible for activating/deactivating it as needed. Talk Groups may also be "strapped" secure in the subscriber programming to permit only encrypted operation if desired.

Encryption Keys shall be maintained by the Agency utilizing the Encryption feature. Each agency is responsible to insure that they do not duplicate Logical IDs (LIDs). Logical IDs for the keys consist of a four-digit number entered as the last four digits of the Key. LIDs for Broward County shall be in the 1000 series, Deerfield Beach shall use 2000, Hollywood shall use 3000, Fort Lauderdale and Pompano Beach shall use 4000, and Hallandale Beach shall use 5000. As other systems are brought into the Regional Public Safety Communications System, their LIDs shall start with the site number for their infrastructure. This structure insures that there will not be duplicated LIDs which will cause problems when utilizing Encryption in the integrated environment that we share. The first 16 digits of the key are at the discretion of the Agency.

There are two shared Regional Special Investigations Joint Operations Talk Groups that utilize a shared common key. These two Talk Groups may not be utilized on a permanent basis for any one specific unit or agency. They are common, shared resources dedicated to interagency operations. The talk group information and key are available to authorized personnel by contacting either the System Managers of the Broward County's Office and Fort Lauderdale.

6. Management:

The System Managers group and the agencies upper level management will be the responsible authority for Encryption issues.

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.13 Sub-Section: Procedure Title: **Definitions & Acronyms** Date Established: 06/28/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

To clarify terms used throughout the standards, protocols and procedures manual. All definitions will be found in this section.

2. **Management:**

Should there be additions, deletions or changes to these procedures the Regional Public Safety Communications Committee (RPSCC) members are responsible for revising this section.

3. **Definitions (in alphabetical order)**

APCO P25 Compliant: Public safety equipment that meets (Association of Public Safety Communications Officials) APCO P25 standards.

Announcement Group: is a collection of Talk Groups.

Audit: An audit is defined as a one time, infrequent or occasional in depth analysis of comprehensive elements. An audit may be annual or upon demand. An audit may be stimulated by an event or complaint of monitoring outcome.

"Common" or "Pool" Talk Groups: Common/pooled talk groups (TG) are those that are set-aside for communicating across multiple agencies. Agency radio users in appropriate service areas who need to talk to one another for day to day business or for mutual aid will all put the appropriate common or pool talk group in their radios to be available in time of need. Example: Fire Departments will all have the common Statewide Fire Mutual Aid TG in their radios. "Pool" is distinguished from "common" in that pool implies more than one, such as TAC 1 – 4 is a pool of common regional tactical TGs for law enforcement.

Failsoft Signaling: During normal system operation, the central controller supplies the base station's Failsoft circuit with a Transmit Data (TDATA) signal. The TDATA signal consists of an OSW followed by an LSHS signal, followed by a Disconnect Word signal. The TDATA signal keeps the base stations in the trunking mode. If TDATA transmission stops because of failure of the central controller, the base stations revert to the Failsoft mode.

- The base station unmutes and transmits a Failsoft data word
- Radios respond to the Failsoft word and unmute, allowing service to continue via community repeater type operation.
- The base station sends out a 900 Hz tone for 280 milliseconds every 10 seconds to alert the radio user that the system is in Failsoft mode.

Logging: Audio recording of a radio communication.

Mission Critical Operations: Those governmental, quasi-governmental and non-governmental

operations carried out by authorized users which are reliant upon a functioning two-way radio communications system which unavailability, degradation, delay or failure, partial or complete, would significantly impact or impair the successful delivery of a vital service or mission. Operations would include, but are not limited to the categories below:

- Public Safety – Those functions of government that exist to protect the physical well-being of the public as a whole from physical danger – continuous delivery of essential public services. Included with this group are Legal Counsel and City's Special Investigative Unit (SIU) and the Administration Site Operations.

- Transportation – Those functions of the government that exist to provide safe, effective and efficient multi-mode movement of the public commodities including public roads, highways, waterways, railways, airways and public transportation systems. Included with this section is the Broward City buses that may need to be used as a back-up to the Broward County Mass Transit buses should a mass evacuation occur due to a major incident.

- Environmental Protection – Those functions of the government that exist to protect the environmental from changes that are detrimental to the existence and continuance of that environment.

- Public Works – Those functions of the government that provide "first responders" that may be necessary to clear streets and highways so that Public Safety operations can be conducted after a major event like a hurricane.

Mobile Radio: A station in the mobile service, generally installed in a vehicle, intended to be used while in motion or during halts at unspecified points.

Mobile Service: A service of radio communication between mobile and base stations, or between mobile stations.

Monitor: Monitoring is defined as the scheduled and routine inspection of operational practices and facilities and/or the review of system reports and documents. Monitoring frequency would generally be on a predetermined, scheduled basis

Non-Critical Operations: All other governmental, quasi-governmental and non-governmental operations, which are reliant upon a functioning two-way, radio communications that do not meet the above mission critical or department critical definitions.

Operational Fixed Station: A fixed station, not open to public correspondence, operated by, and for the sole use of those agencies operating their own radio communication facilities in Public Safety, Industrial, Land Transportation, Marine or Aviation Radio Services.

Patch:

Permanent (hard) Patch: A patch between two or more audio resources on a system, which is fixed and cannot be controlled or edited by the dispatcher.

Manual (soft) Patch: A patch between two or more audio resources on the system, which is setup and controlled by the dispatcher. The dispatcher owning the patch can add and delete resources as needed.

Portable Radio: A radio that is completely freestanding and may be hand-carried or worn by the radio user.

Preferred Site Assignment: A SmartZone system can also be configured with Preferred Site Assignment operation. This feature allows radio users to maintain conversations on sites

especially useful to operations and group requirements. In areas with overlapping coverage, radios will work on their preferred site in order to efficiently utilize channel resources while minimizing the number of channels necessary to complete a talkgroup call. Four types of preference can be programmed into the radio personality:

- **Always Preferred** – The subscriber unit will always use this site if it has at least acceptable signal strength, even if the site enters site trunking mode.
- **Preferred** - The subscriber unit will use this site if it has at least an acceptable signal strength rating and is in wide-area trunking mode.
- **No Preferred Site** – This is the default setting for subscriber radios. The subscriber unit will use the best signal according to the best Receive Signal Strength Indication (RSSI).
- **Least Preferred** – The subscriber unit will avoid this site unless no other sites with at least acceptable signal strength are available for use.

Private Call: This allows one radio user to talk to and be heard by only one other radio user. This feature allows a supervisor to discuss confidential matters with a particular member of a talkgroup while other members of the same talkgroup remain squelched.

Public Safety: All Law Enforcement / County, Fire, Emergency Medical and related service areas. These include badged and/or sworn ancillary personnel such as Park Rangers, Court Security Officers, Community Corrections, and those who support public safety operations under special circumstances.

Public Safety Answering Points (PSAPs):

Primary: The PSAP where a 9-1-1 call is originated and received by a call taker then transferred to a dispatcher for dispatching police, fire or emergency medical assistance.

Secondary: The PSAP that receives transferred 9-1-1 call taker calls and is then dispatched and monitored from this center.

Public Service: Public Service in this context refers to general government personnel such as Public Works, Transportation, and other similar public service operations.

RF: Radio Frequencies

Regional Public Safety Communications Committee (RPSCC): The governing body of municipal Police and Fire Chief's, IT Management and decision-making staff that are empowered to develop Standards, Protocols and Procedures regarding the intent to accomplish the Broward County's Charter direction to achieve regional communication plans to establish Radio Interoperability and Closest User Response objectives.

Region 7: State of Florida Homeland Security region that is made up of Broward, Dade, Monroe and Palm Beach Counties.

Regional System: In this context of this manual this term is intended to represent the entire Region-wide 800 MHz Public Safety Communication System.

SmartZone Trunked System: The 28 channel trunked radio system that serves public safety communication users in a wide-area coverage network. This system allows for roaming from one radio system to another trunked or conventional system seamlessly and provides communications back to the municipality's home based dispatch center. This system can operate in an analog or digital mode.

SmartZone Manager Terminal: The resource tool that is used by System Managers to administer their radio system for maintenance issues and controls of how their radio subscriber

and consoles are configured / programmed.

Subscriber Radio: A portable radio that is assigned to a specific individual or a mobile radio that is shared by multiple staff that drives and operates the vehicle.

System: A countywide public safety radio communication system that consists of a shared region-wide infrastructure, the elements of which are identified in the Regional Public Safety Communications Plan and Subsystem integrated into or interconnected by the shared countywide network.

System Manager/ Administrator Positions:

- System Manager – individual in charge of the radio system of a participating agency.
- System Administrator – individual who is responsible for the day to day radio system operations of a participating agency.
- Sub-System Administrator – individual who is responsible for the day to day radio sub-system operations of a participating agency.
- Contract Manager – Director of Broward County Office of Communications Technology or his appointed designee.

Talk Group: The Talk Group is the primary level of communication in a Trunked radio system. This provides the effect of a private channel down to the talkgroup level and prevents members of one talkgroup from hearing the talkgroup calls generated by radios in other talkgroups.

Telephone Interconnect: The use of a radio to make a two-way call between two radios subscribers when privacy is needed to block other radio subscribers from hearing the conversation. This feature must be programmed in the radio and activated on the system in order for it to be functional.

Variance: An allowed divergence from full adherence of an adopted standard, protocol or procedures

Waiver: A complete release from an adopted standard, protocol or procedure.

4. **ACRONYMS (in alphabetical order)**

ALS	-	Advanced Life Support
ATAC	-	All (user) Tactical talk group for 800 radios
AVL	-	Automatic Vehicle Locator
APCO	-	Associated Public Safety Communications Officials
BLS	-	Basic Life Support
CEB	-	Central Electronics Bank
CTCSS	-	Continuous Tone Coded Squelch System
DIU	-	Digital Interface Unit
DTMF	-	Dual Tone Multiple frequency

EDICS	-	Emergency Deployable Interoperability Communications System
EMS	-	Emergency Medical Services
EMRS	-	Emergency Medical Radio System
FCC	-	Federal Communications Commission
ICALL	-	International 800 MHz Calling Channel
ITAC	-	International 800 MHz Tactical Channel
MHz	-	Megahertz
NAEMSD	-	National Association of State EMS Directors
NPSPAC		National Public Safety Planning Advisory Committee
PSAP	-	Public Safety Answering Point
PSWAN	-	Public Safety Wide Area Network
PTT	-	Push to Talk, i.e. talk button
RF	-	Radio Frequency
RX	-	Receiver of radio communications
SMG	-	System Manager, the owner of the Regional Public Radio System and Sub-Systems
RSS	-	Radio Service Software
TX	-	Transmission of radio communications
UHF	-	Ultra High Frequency
VHF	-	Very High Frequency

STANDARD OPERATING PROCEDURES (SOP)

800 MHz Trunked Regional Public Safety Radio System
Standards, Protocols, Procedures

Document Section: 1.14 Sub-Section: Procedure Title: **Console Naming** Date Established: 06/28/07 Replaces Document Dated: N/A Date Revised: N/A	RPSCC Radio Sub-Committee Approved Date: 08/02/07

1. **Purpose or Objective:**

The purpose of this section is to set forth the principle by which all System Managers / Administrators of the regional system will establish names for the Radio IDs used to support dispatch console positions. This is necessary because IDs are not associated with a Radio User Alias.

2. **Technical Background:**

Constraints: The serial number field in Radio ID screens in 12 characters long. Every Talkgroup per console position requires a Radio ID programmed for that position, for example a single console position may have 50 radio ID programmed to support that position.

3. **Operational Context:** Every radio in the system represents a radio, but not every Radio ID in the system is a radio, some are consoles. By planning an identification process, we can use the radio serial number field in the radio entry screen in the system to categorize consoles so that they can be easily identified.

4, **Recommended Protocol/Standard**: The Serial Numbers used in the records for console Operator positions will be formatted according to the following:

OPTION 1

- Regional Operating Agencies would have naming prefixes of at least two characters that would stand alone. Counties would be pre-named with a two character identifying mnemonic, and the Cities and Agencies of the Counties would be included under prefix of the County they are in.
- The next three characters would be the letters "con" for console, so as to easily distinguish this identifier from other radio aliases.
- The characters following these first five are at the individual agency's discretion.

OPTION 2

- Starting with a 2 – digit prefix to identify the Console location "for example FL, PB, HL, etc.
- The next 2 digits represent the CEB number.
- The following 2 digits indicate the TDM slot on that CEB
- The last four characters are to be unique, at the individual agency discretion.

4. Recommended Procedures:

N/A

5. Management:

The System Managers / Administrators are responsible for ensuring compliance with the standard.

CITY CLERK
TY OF SUNRISE
13 SEP 25 AM11:15

SUNRISE, FLORIDA

RESOLUTION NO. 13-143

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 9, 2012, the Sunrise City Commission adopted Resolution No. 12-136 expressing the City's support for adoption of a plan for cooperative countywide consolidation of E-911 communications and dispatch, to be operated (or contracted for operation) by Broward County, and to be wholly funded through County ad valorem taxes; and

WHEREAS, the establishment and maintenance of a Consolidated Regional E-911 Communications System will promote the health, safety and general welfare of persons throughout Broward County, reduce call transfers that result in delayed responses, and promote efficient and cost effective migration to consolidated new technologies; and

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

Section 1. An Agreement between Broward County and the City of Sunrise for Participation in the Consolidated Regional E-911 Communications System 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 and City Manger are authorized to execute the Participation Agreement.

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

PASSED AND ADOPTED THIS 23RD DAY OF SEPTEMBER, 2013.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: ROSEN
SECOND: KERCH

KERCH: YEA
ROSEN: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Kimberly A. Kisslan

8/21/21

CITY CLERK
CITY OF SUNRISE
13 OCT 21 AM 10:47

AGREEMENT

between

BROWARD COUNTY

and

City of Sunrise

for

PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS
SYSTEM

C13290
Reso No. 13-143
AGR No. 13.077

CITY CLERK
CITY OF SUNRISE

13 OCT 21 AM 10:47

AGREEMENT

between

BROWARD COUNTY

and

City of Sunrise

for

PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS
SYSTEM

This Agreement ("Agreement") is between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

AND

CITY OF Sunrise, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITY."

RECITALS:

WHEREAS, COUNTY created the Broward County Consolidated Communication Implementation Advisory Board (the "I-Board") consisting of municipal managers/administrators from all Broward County municipalities, the County Administrator, the Sheriff or designee, a representative from the Broward County Chiefs of Police Association, and a representative from the Fire Chiefs Association of Broward County, to review, consider, and make recommendations to the Board relating to the creation, governance, funding, and operations of a regional and cooperative consolidated E-911 communications system; and

WHEREAS, the I-Board issued a final report in February 2013 which contained a series of recommendations which included a recommendation that Broward County ("COUNTY") create and wholly-fund a cooperative countywide consolidation of E-911 communications to be operated, or contracted for operation, by COUNTY; and

WHEREAS, the City Commissions of 23 of Broward County's 31 cities passed resolutions requesting that COUNTY fund the cooperative countywide consolidation of E-911; and

WHEREAS, the municipal function of providing emergency call processing in a large county with numerous cities has resulted in a fragmented system of emergency call-taking and dispatching; and

WHEREAS, COUNTY has determined that the current fragmented system of emergency call-processing and dispatching is inefficient, costly, and may result in delays involving the transfer of calls among numerous dispatch centers; and

WHEREAS, the establishment and maintenance of a Consolidated Regional E-911 Communications System will promote the health, safety, and general welfare throughout Broward County by improving the safety of first responders and persons residing or traveling throughout Broward County, eliminate call transfers that result in delayed responses, result in significant cost savings, and promote efficient and cost effective migration to consolidated new technologies; and

WHEREAS, COUNTY has determined that it is in the interest of the public health, safety and welfare of its residents, and those visitors that travel through or spend time within the boundaries of Broward County to create a Consolidated Regional E-911 Communications System to provide call-taking, teletype (queries only), and dispatching services which COUNTY shall operate, or contract to operate; and

WHEREAS, COUNTY has invited all municipalities located within Broward County to participate in the System; and

WHEREAS, the parties to this Agreement acknowledge and agree that, except for the unincorporated area of Broward County, COUNTY does not have the legal obligation to financially support police, fire, and emergency medical service ("EMS") dispatch within municipalities and COUNTY is voluntarily agreeing, by majority vote of its Board of Commissioners, to wholly fund police, fire, and EMS dispatch, subject to available funding; and

WHEREAS, COUNTY, with the cooperation from Municipalities, shall continue to meet its responsibilities to establish a countywide communications infrastructure for fire and emergency services as set forth in Section 5.03 of the Charter of Broward County, Florida; and

WHEREAS, the Consolidated Regional E-911 Communications System "System" shall consist of COUNTY's unincorporated area, Port Everglades, Fort Lauderdale-Hollywood International Airport, and any and all municipalities located within the geographic boundaries of Broward County that enter into this Agreement and agree to the conditions for participation in the System, NOW THEREFORE,

In consideration of the mutual covenants and agreements, it is agreed as follows:

ARTICLE 1

1.1 Subject to available funding, the word "shall," as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

1.2 COUNTY shall operate, or contract for the operation of, a Consolidated Regional E-911 Communications System for COUNTY's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The System shall operate subject to the control, internal operating rules and regulations of COUNTY.

1.3 MUNICIPALITY agrees, as a condition to COUNTY's obligation to provide System Services, to: (i) take all actions which may be required by MUNICIPALITY to migrate to COUNTY's Computer Aided Dispatch System (CAD) communication platform no later than October 1, 2013, or such later date as may be established by COUNTY, (ii) execute the standard form Regional Interlocal Agreement ("RILA") providing for cooperative participation in a regional public safety intranet prior to October 1, 2013, and (iii) take and perform such other actions, in cooperation with COUNTY, as COUNTY may reasonably request to enable COUNTY to implement and provide for the operation of the System. A copy of the RILA is attached hereto as Exhibit "A." The terms, conditions and financial obligations of the parties executing the RILA shall remain separate and distinct from the obligations herein.

1.4 MUNICIPALITY [does ~~or does not~~] have a Host PSAP location within its City Limits.

ARTICLE 2
DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

2.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.

2.3 Administrative Call. The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is

specific to a Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

2.4 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.

2.5 Capital. The term "Capital" shall mean costs for machinery, equipment, vehicles or other tangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. The term Capital shall exclude (i) call-taking and dispatch equipment and other capital items that are purchased by COUNTY pursuant to the provisions of Section 5.03A of the Charter of Broward County, (ii) capital improvements to Host PSAP facilities, and (iii) the costs of machinery, equipment, vehicles or other tangible assets that are used in operations which are located in a PSAP that has not been designated as a Host PSAP by COUNTY.

2.6 City Limits. The term "City Limits" shall mean the geographical areas of a Participating Community as they currently exist or as may be amended during the term of this Interlocal Agreement or any Renewal Term.

2.7 Consolidated Regional E-911 Communications System or System. The term "Consolidated Regional E-911 Communications System" or "System" shall mean the consolidated call-taking, teletype (queries only) and dispatch functions of Emergency Calls and Non-Emergency Calls, as defined herein, for fire services, emergency medical services and police services.

2.8 COUNTY. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

2.9 Emergency Call. The term "Emergency Call" shall mean a call that requires immediate law enforcement, fire rescue, or EMS call for service dispatch, or a combination thereof. Alarm lines are included within the definition of an Emergency Call.

2.10 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30.

2.11 Host PSAP. The term "Host PSAP" shall mean a facility providing the service and housing the equipment and personnel that provide E-911 call-taking, teletype (queries only), and dispatching services for the Consolidated Regional E-911 Communications System and specifically designated by the COUNTY as a Host PSAP.

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received in a Host PSAP that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch or any combination thereof

2.13 Operational Expenses. The term "Operational Expenses" shall mean the necessary Personnel Costs and operating costs to support the call-taking, teletype (queries only), and dispatch services under the Consolidated Regional E-911 Communication System.

2.14 Operational Funding. The term "Operational Funding" shall mean the funding necessary to operate the call-taking, teletype (queries only) and dispatch functions of the Consolidated Regional E-911 Communications System, subject to the appropriation and availability of adequate funds by COUNTY.

2.15 Operator. The term "Operator" shall mean either COUNTY or the entity or entities with which COUNTY enters into a contract to perform services and tasks related to the day-to-day operations of the Consolidated Regional E-911 Communication System, the System's PSAP location(s), and the hiring, training, supervision, discipline of all Operator's personnel.

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the COUNTY that enter into this Standard Agreement with COUNTY for Participation in the Consolidated Regional E-911 Communications System.

2.17 Personnel Costs. The term "Personnel Costs" shall mean the amount of the regular employee salary and fringe benefits. In no event shall the fringe benefit amount of Personnel Costs exceed the amount or level of the employee fringe benefits paid by COUNTY or Operator to their regular employees.

2.18 PSAP. The term PSAP (Public Safety Answering Point) shall mean a location and facility providing the service and housing the equipment and personnel that provide E911 call-taking, teletype, and dispatching services.

2.19 Regional Interlocal Agreement (RILA). The term "Regional Interlocal Agreement" or "RILA" shall mean the agreement which establishes the terms, conditions, and financial obligations of entities participating in the Broward County Regional Public Safety Intranet.

2.20 System Services. The term "System Services" shall mean the operational services performed by the Operator consisting of consolidated call-taking, teletype (queries only) and dispatch functions of Emergency Calls and Non-Emergency Calls, as defined herein, for fire services, emergency medical services and police services and the services and tasks related to the day-to-day

operations of the Consolidated Regional E-911 Communication system, the System's PSAP location(s), and the hiring, training, supervision, and discipline of Operator's personnel.

2.21 Teletype Query(ies). The term "Teletype Query(ies)" or "Teletype (queries only)" shall mean a query search for information performed by a teletype operator that may utilize the Criminal Justice Network ("CJNET") to access a specific database for law enforcement purposes specific to confirmations and locates. Databases requiring access to perform a Teletype Query may include, but are not limited to, Florida Crime Information Center ("FCIC"), National Crime Information Center ("NCIC") and Driver and Vehicle Information Database ("DAVID"). Teletype activities, such as, but not limited to, the entries, deletions, updates and validations, as required by Florida Department of Law Enforcement ("FDLE"), shall remain the responsibility of Participating Community and shall not be a part of System Services and System Services shall be limited to Teletype (queries only).

2.22 Transition Period. The term "Transition Period" shall mean the period of time starting with COUNTY implementation of all the elements of the System and continuing through September 30, 2015.

2.23 Unincorporated County. The term "Unincorporated County" shall mean the geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated County shall be entitled in all respects to receive the same benefits and services under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.

ARTICLE 3
TERM

3.1 The commencement date of this Agreement shall be the date of proper execution by the parties to this Agreement and System Services shall begin on October 1, 2013, or as otherwise set forth in the transition plan established pursuant to the provisions of Section 5.1.3 herein.

3.2 In the event that a municipality elects to become a Participating Community by executing this Agreement subsequent to September 30, 2013, this Agreement shall commence upon execution; provided, however, the municipality shall not be entitled to receive the System Services contemplated by this Agreement until October 1 of the subsequent Fiscal Year.

3.3 Non-Host PSAP Term: The initial term (the "Non-Host PSAP Initial Term") of this Agreement for Participating Communities who do not have a Host PSAP location within their City Limits shall commence upon execution of this Agreement, and terminate on September 30, 2018. Unless COUNTY or Participating Community provides the other with written Notice of its intent not to renew this Agreement, at

least 180 days prior to the end of the then current term, this Agreement shall automatically be extended for an additional five year period, Non-PSAP Renewal Term, the effective date shall be October 1, 2018 through September 30, 2023 ("Non-PSAP Renewal Term").

3.4 Host PSAP Term: The initial term (the "Host PSAP Initial Term") of this Agreement for Participating Communities who have a Host PSAP location within their City Limits shall commence upon proper execution by the parties to this Agreement, and terminate on September 30, 2018. Unless COUNTY or Participating Community provides the other with prior written Notice of its intent not to renew this Agreement, at least 365 days prior to the end of the then current term, this Agreement shall automatically be extended for an additional five year period, PSAP Renewal Term, the effective date shall be October 1, 2018 through September 30, 2023 ("HOST PSAP Renewal Term").

3.5 Notwithstanding anything in this Agreement to the contrary, and subject to the provisions set forth in Section 9.3, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of adequate funds by COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

4.1 COUNTY shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for COUNTY's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through COUNTY government. COUNTY shall provide for the management, administration, oversight and operations of the Consolidated Regional E-911 Communications System. The System shall operate subject to the control, internal operating rules and regulations of COUNTY. COUNTY agrees to comply with the requirements of the applicable Management Control Agreements relating to COUNTY operation of the Regional Public Safety Infrastructure at Host PSAP(s).

4.2 It is the desire of COUNTY and Participating Communities that the Consolidated Regional E-911 Communications System consist of geographically dispersed Host PSAP locations; however, the number of Host PSAP locations shall depend on the level of participation by Participating Communities. COUNTY shall pursue good faith negotiations with prospective Host PSAP Participating Communities to enter into the necessary agreements, including lease agreements or otherwise obtain the right to use PSAP facility(ies) to provide a location(s) for the delivery of Consolidated Regional E-911 Communications System Services. The selection by COUNTY, in its sole discretion, of PSAP locations and facility(ies) shall consider, at a minimum, the following factors: geographic location within Broward

County, high level of security for both human issues and climatic events, modern and secure technological infrastructure for data and communication systems, and ability to house the necessary personnel.

4.3 MUNICIPALITY agrees and acknowledges that the FDLE Router to access the NCIC and FCIC Information System will be accessible through the Host PSAP locations. In the event of catastrophic loss or failure of the FDLE Router or its network at any Host PSAP location, the COUNTY shall be entitled to re-route FDLE traffic to another Host PSAP location.

The re-routing of FDLE Traffic can only occur in the following three (3) scenarios:

(i) Catastrophic loss at a Host PSAP location;

(ii) Failure of the router or loss of network connectivity to the router at a Host PSAP location; or

(iii) For testing re-routing capabilities not more than once in a 12-month or as otherwise permitted by the State of Florida.

The re-rerouting of the FDLE router traffic will be jointly authorized by the County's Director of the Office of Communications Technology or designated representative and designated representatives of the Participating Community which contains the applicable Host PSAPs. Any verbal approval must be followed-up and documented via e-mail.

Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with Operator to authorize the use of the Participating Community's FDLE router.

4.4 COUNTY shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System shall be as set forth on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP. COUNTY shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. COUNTY shall review monthly performance reports of the Operator of the System as a method to monitor the Operator's compliance with the Standards. In the event the Operator is unable to meet the Standards, the contract with the Operator shall contain provisions to address Operator failures, such as but not limited to the ability to terminate the contract with Operator. Additionally, the COUNTY shall endeavor to include in the contract with Operator a provision that Operator's employees performing System Services shall be given the ability to transfer to a subsequent Operator in the event of termination of the Operator's contract.

COUNTY shall distribute the monthly performance reports to the Participating Communities within 30 days after the close of the previous month.

4.5 To the extent authorized by law and applicable rules and regulations relating to access to criminal justice information, COUNTY shall provide Participating Communities with the ability to view performance information of the System.

4.6 In the event that COUNTY chooses to contract for the operation of the System, COUNTY shall pursue good faith negotiations prior to October 1, 2013, to enter into a definitive agreement with an Operator who shall be responsible for performing services and tasks related to day-to-day operations of the Consolidated Regional E-911 Communications System, the System's PSAP locations, and the hiring, training, supervision, and discipline of all Operator's personnel. The agreement with the Operator shall establish benchmarks that must be met by the Operator and address the time at which the benchmarks shall be fully achieved. The agreement shall authorize COUNTY to monitor the Operator's performance, require the Operator to implement COUNTY requirements if the Operator fails to meet such benchmarks, and provide a process to address any Operator failure to meet the contract requirements.

4.7 The COUNTY shall be responsible for the establishment, coordination and support of any workgroup, governance and/or technical boards created for the purpose of providing recommendations to the County Administrator on the operation of the Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator.

ARTICLE 5
TRANSITION PERIOD

5.1 The parties agree to cooperate and utilize their best efforts to coordinate the many complex aspects of transition to the System. Transition elements include, but are not limited to the following:

5.1.1 In the event that COUNTY chooses to contract for the operation of the System, COUNTY shall endeavor to include language in its contract with the Operator that the Operator shall employ civilian employees who performed, or have been hired by an existing PSAP facility and commenced the training to perform, call-taking, teletype, and dispatch PSAP functions as their primary job responsibility ("PSAP Employees") for any Participating Community that was operating its own PSAP prior to May 7, 2013, and that enters into this Agreement by August 30, 2013, and who meet the qualification standards, subject to the conditions set forth below:

A. PSAP Employees will be hired by the Operator and shall not be employees of COUNTY.

B. Criteria which may render a PSAP Employee ineligible for employment by the Operator shall be limited to the following:

(i) Conviction of a felony or other significant information found on a criminal records check;

(ii) Inability to pass a background check and drug test;

(iii) Florida Retirement System ("FRS") provisions prohibit employment by Operator.

C. Participating Communities shall remain responsible for pension obligations, sick and annual leave payouts, and all other employee obligations incurred prior to the hire date of PSAP Employees by the Operator.

D. In the event that a Participating Community that was operating its own PSAP prior to May 7, 2013 does not execute this Agreement by August 30, 2013 and all or a portion of its eligible PSAP Employees are not employed by the Operator by October 1, 2013, COUNTY's funding responsibility for Participating Community's PSAP Employees that are actually performing call-taking, teletype (queries only) and dispatch functions at the Participating Community's PSAP facility shall be limited to Personnel Costs until such time that the PSAP employees become employees of the Operator.

5.1.2 To the extent required by FRS, a MUNICIPALITY shall provide its PSAP Employees that are hired by Operator, a one-time election to participate in the pension plan of the Operator or remain in the MUNICIPALITY's pension plan; or to the extent permitted by FRS, a MUNICIPALITY shall have the option of allowing its PSAP Employees that are hired by Operator, a one-time election to participate in the pension plan of the Operator or remain in the MUNICIPALITY's pension plan. In either event, any required contribution amount in excess of the required FRS contribution amount for the PSAP Employees remaining in MUNICIPALITY's pension plan shall be and remain the sole responsibility of MUNICIPALITY. COUNTY, or its OPERATOR, will fund the MUNICIPALITY's contribution amount up to the established FRS rates, or up to the MUNICIPALITY's contribution rate, whichever is less. The PSAP Employees shall be responsible for any employee contribution amounts required under either election. The

MUNICIPALITY shall provide to COUNTY and Operator the PSAP Employees' pension election documentation.

5.1.3 COUNTY, in conjunction with Participating Communities and the Operator, shall use reasonable efforts to develop an employee transition plan prior to October 1, 2013, which shall include implementation details, performance benchmarks, and the schedule for consolidation.

5.1.4 COUNTY shall schedule meetings with each individual Participating Community to develop a written transition plan, approved by COUNTY, relating to each individual Participating Community's transition to a Host PSAP. The transition plan shall also contain an assessment of Participating Community's current performance standards, organizational structure, staffing levels, equipment requirements, standard processes, protocols, and operating costs. Each Participating Community, that operates a PSAP on May 7, 2013, shall provide to COUNTY no later than September 1, 2013, its historical performance indicator data.

5.1.5 The transition of Participating Communities to a Host PSAP shall be accomplished following the development of System implementation plan by COUNTY which implementation plan shall provide for the transition of Participating Communities to a Host PSAP in a manner which will minimize adverse impacts on the System as a whole. Following the completion of the implementation plan, it is possible that MUNCIPALITY shall not be transitioned to a Host PSAP by October 1, 2013. In the event that MUNICIPALITY is not transitioned to a Host PSAP on October 1, 2013, COUNTY's responsibility for System expenses for such MUNICIPALITY shall be limited to the payments it makes to the Operator for the Operator's Personnel Costs of civilian employees who perform call-taking, teletype (queries only) and dispatch PSAP functions as their primary job responsibilities at a non-Host PSAP facility or other expenses as specifically addressed in the RILA.

5.1.6 The COUNTY will endeavor to include in the agreement with the Operator a requirement that PSAP Employees shall perform System Services for the same general vicinity that they were servicing while employed by their Participating Community during the first year of the Operator's agreement (October 1, 2013 through September 30, 2014) provided there are sufficient employees available in any given vicinity to ensure that the System meets the Standards.

ARTICLE 6
FUNDING

COUNTY agrees to fund Capital and Operation Expenses of the System out of legally available COUNTY funds subject to Section 3.5. COUNTY shall retain the fees distributed to COUNTY from the Emergency Communications Number E-911 System Fund pursuant to Florida Statutes and Participating Communities shall no longer receive distributions of E-911 fees received by COUNTY from the Emergency Number E-911 System Fund as those funds shall be utilized to pay the eligible expenses of the System. Upon execution of this Agreement, MUNICIPALITY acknowledges and agrees that the Interlocal Agreement between COUNTY and MUNICIPALITY providing for Distribution of the Proceeds According to the Florida Emergency Telephone Act shall terminate effective October 1, 2013.

ARTICLE 7
RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and severable between MUNICIPALITY and COUNTY.

ARTICLE 8
GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. COUNTY and MUNICIPALITY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 9
DEFAULT AND TERMINATION

9.1 In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach;

provided however, in the event of a material breach that is not susceptible to cure within such thirty (30) day period, the party in breach shall have such additional time as reasonably necessary as mutually agreed by both parties to complete such cure as long as the party in breach has commenced such cure within such 30 day period and diligently pursues such cure to completion. In the event that the party in breach has not remedied its breach, the non-breaching party(ies)shall have the right to seek monetary damages which shall include any additional incremental costs incurred by the System as a result of the actions of the breaching party.

9.2 In the event that MUNICIPALITY is a Participating Community which contains a Host PSAP and exercises its right to terminate this Agreement pursuant to the provisions set forth above, MUNCIPALITY agrees, that notwithstanding the termination, the Host PSAP shall continue to function as a Host PSAP for the System, at COUNTY's option, for a period of up to 365 days from MUNICIPALITY's termination.

9.3 In the event that COUNTY determines that adequate funds are not available, or determines not to appropriate adequate funds to continue this Agreement, COUNTY may terminate this Agreement. Termination shall be effective upon the termination date stated in the written notice provided by COUNTY, which termination date shall not be less than 365 days after the date of such written notice.

ARTICLE 10
RELEASE

In consideration of COUNTY's funding of the System and its provision of System Services, MUNICIPALITY hereby releases COUNTY, all COUNTY departments and divisions, and all current and former COUNTY agents, officers, and employees (collectively, "Releasees") from any and all causes of action, claims, demands, and damages (collectively "claims"), whether or not previously asserted, that MUNICIPALITY has, or may have, against any or all of the Releasees, which claims relate to, arise from, or are in connection with this Agreement or relate in any manner to the performance or lack thereof, funding or lack of funding for E-911 communications, call-taking, teletype, dispatch services or any combination thereof, that existed or arose prior to the date of this Agreement. This release only applies to claims of MUNICIPALITY that arose or may have arisen prior to the commencement date of this Agreement. MUNICIPALITY understands, acknowledges, and agrees that this release is a full and final bar to MUNICIPALITY pursuing these claims in any forum. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other party to this Agreement.

11.2 STATE AND FEDERAL LAWS. The provisions of this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.

11.3 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR MUNICIPALITY:

_____
_____
_____

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

11.5 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made

within thirty (30) days of final court action, including all available appeals. The election to terminate shall be in writing and comply with the provisions of section 11.3 herein and shall be effective upon the termination date stated in the written notice, which termination date shall not be less than 365 days after the date of such written notice.

11.6 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:

(a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;

(b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

11.7 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.8 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," 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 of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.9 THIRD PARTY BENEFICIARIES. Neither MUNICIPALITY 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.

11.10 AMENDMENTS. The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and MUNICIPALITY or others delegated authority to or otherwise authorized to execute same on their behalf.

11.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.12 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

11.13 FORCE MAJEURE. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.

11.14 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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 7 day of May, 2013, and City of Davie, signing by and through officers duly authorized to execute same.

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 _____
For Mayor
30 day of September, 2013

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

9/27/13
Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By _____
Noel M. Pfeffer (Date)
Deputy County Attorney

BROWARD COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

C13290
Reso No. 13-143
AGR No. 13.077

MUNICIPALITY

WITNESS:

City of Sunrise

City Mayor Mayor Michael J. Ryan

24th day of Sept., 2013.

ATTEST:

By _____
City Manager

City Clerk

25th day of Sept., 2013.

(CORPORATE SEAL)

APPROVED AS TO FORM:

City Attorney

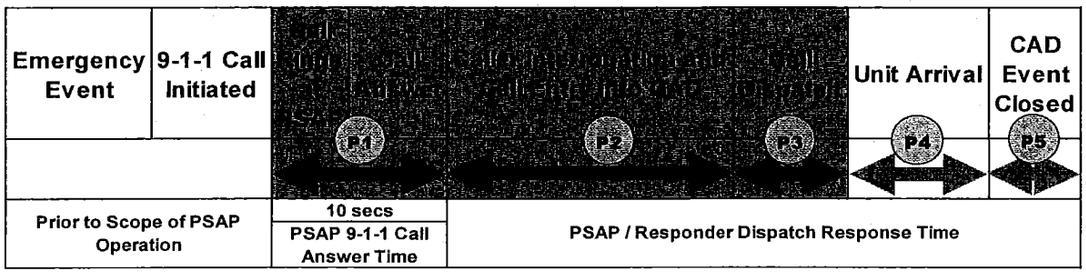
NMP:SVT:slw
8/21/13
E-911CountyFundedSystemCLEAN
13-025.08

C13290
Reso No. 13-143
AGR No. 13.077

Exhibit A
Regional Interlocal Agreement (RILA)

Exhibit B
Performance Standards

The performance of the Consolidated Regional E-911Communications System (System) will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines (911 lines). As illustrated in the diagram below, operational performance indicators P1, P2, and P3 will be measured, reported and benchmarked against industry best practice standards. Efficiency (cost) measures will be utilized to evaluate the cost of the System.



P1 9-1-1 Call Answer Time
P2 Time from Call Answered to Call Entered in CAD (and forwarded to Dispatcher)
P3 Time from CAD Entry until a Unit is Dispatched
P4 Time from Unit Dispatched until Unit Arrives on Scene
P5 Time from Unit Arrives on Scene until Incident is Closed

To ensure the performance of the Consolidated Regional E-911Communications System is evaluated in a reasonable manner, performance standards have been separated based on a transition and post-transition period. The County, Operator and Operational Planning/Implementation Workgroup members will collaborate to provide recommendations to the County Administrator on the appropriate operational measures to be used to evaluate the System and establish annual performance targets to ensure incremental progress is being achieved.

Performance measures will become effective at such time a Participating Community has migrated to the System. Migration to the System shall be determined by County.

Transition Period

The transition period begins May 7, 2013, and continues through September 30, 2015.

The following measures will be utilized to track the efficiency and operational performance of the regional system on a monthly basis during transition phase:

Efficiency Measurements:

- Operational Cost per call for System
- Operational Cost per E911 call received

Time to Answer Emergency (911) Lines Standard:

- Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) during the busy hour shall be answered within ten (10) seconds (P1)

  The busy hour is defined as the hour each day with the greatest call volume.

- Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds (P1)

Alarms (audible, silent, panic, fire, smoke, medical etc.) Received on Emergency Lines Standard:

- Ninety-five percent (95%) of alarms received on emergency lines shall be answered within 15 seconds (P1)

- Ninety-nine percent (99%) of alarms shall be answered within 40 seconds (P1)

First Call Process Time Standard:

Emergency alarm processing for the following call types shall be completed within 90 seconds, 90% of the time and within 120 seconds, 99% of the time (P2 and P3):

- Calls requiring emergency medical dispatch questioning and pre-arrival instructions

- Calls requiring language translation

- Calls requiring the use of a TTY/TDD device or audio/video relay services

- Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units

- Hazardous material incidents

- Technical rescue

- With the exception of the above six call types, 80% of emergency alarm call processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds (P2 and P3)

- Where alarms are transferred from the primary public safety answering point (PSAP) to a primary and secondary answering point, the transfer procedure shall not exceed 30 seconds for 95% of all alarms processed* (P2)

*Only applicable if non-participating municipalities operate their own primary and secondary PSAP

Law Enforcement Call Process Time Standard:

- Priority one and priority two law enforcement calls shall be processed within 45 seconds, 90% of the time ** (P2 and P3)

- Priority three law enforcement calls shall be processed within 90 seconds, 90% of the time ** (P2 and P3)

Note: Availability of police units shall be considered when reviewing performance. Agencies must adopt standard signal codes to evaluate performance and the authority having jurisdiction shall determine time frames allowed to the completion of dispatch.

**Priority assignments based on current proposed standard

Emergency Medical Dispatch Standard:

- 95% case entry compliance rate

- 90% total compliance rate (case entry, chief complaint, key questions, and post-dispatch/pre-arrival instructions)

- 1% of all cases receive quality assurance case review*

*Based on NAED compliance standard for agencies with a call volume of over 500,000

If an operational or efficiency performance standard is out of compliance in any month, the County shall provide a notice of non-compliance to the Operator. The County, in collaboration with the Operator, shall develop an action plan that may include changes to processes, practices and procedures; which the Operator shall implement to bring the operational or efficiency performance standard back into compliance.

In event the Operator is out of compliance for three (3) consecutive months, the Operator's contract may be terminated, at the discretion of the County, for failure to meet the established performance standards. In the event, the Operator's contract is terminated; the County may assume operation of the System or may choose to contract with another entity to operate the Consolidated System. PSAP employees that support the system will be transferred to the County or another operator of the System.

Operational and efficiency performance standards shall be evaluated monthly by the County using data from the previous month. Each Participating Community, Police Chief's

Association and Fire Chief's Association shall be provided a report on the Operator's performance utilizing this data no later than 30 days following the end of the previous month.

The County shall provide an annual report on the Operator's performance to each Participating Community, Police Chief's Association and Fire Chief's Association.

The Operator will be evaluated on its ability to achieve the necessary operational and efficiency performance standards, adherence to established actions and overall performance of the Consolidated Regional E-911 Communications System.

Post-Transition Period

The post-transition period begins October 1, 2015. The performance targets of the Consolidated Regional E-911Communications System will be based on the Lifecycle of an Emergency Call for calls received on the emergency lines (911 lines). The County, Operator and Operational Planning/Implementation Workgroup members will collaborate to provide a recommendation to the County Administrator on the appropriate operational measures to be used to evaluate the System and establish annual performance targets to ensure incremental progress is being achieved.

If an operational or efficiency performance standard is out of compliance in any month, the County shall provide a notice of non-compliance to the Operator. The County, in collaboration with the Operator, shall develop an action plan that may include changes to processes, practices and procedures; which the Operator shall implement to bring any measure back into compliance.

In event the Operator is out of compliance for three (3) consecutive months, the Operator's contract may be terminated, at the discretion of the County, for failure to meet the established performance standards. In the event, the Operator's contract is terminated; the County may assume operation of the System or may choose to contract with another entity to operate the Consolidated System. PSAP employees that support the system will be transferred to the County or another operator of the System.

Operational and efficiency performance standards shall be evaluated monthly using data from the previous month. Each Participating Community, Police Chief's Association, and Fire Chief's Association shall be provided a report on the Operator's performance utilizing this data no later than 20 days following the end of the previous month.

The County shall provide an annual report on the Operator's performance to each Participating Community, Police Chief's Association and Fire Chief's Association.

The Operator will be evaluated on its ability to achieve the necessary operational and efficiency performance standards, adherence to established actions and overall performance of the Consolidated Regional E-911 Communications System.

Efficiency and operational measures may include the following:

Efficiency Measurements:

- Operational Cost per call for System (Target: $9.83)
- Operational Cost per E911 call received (Target: $14.85)

Time to Answer Emergency (911) Lines Standard:

- Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) during the busy hour shall be answered within ten (10) seconds (P1)

  The busy hour is defined as the hour each day with the greatest call volume.

- Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds (P1)

Alarms (audible, silent, panic, fire, smoke, medical etc.) Received on Emergency Lines Standard:

- Ninety-five percent (95%) of alarms received on emergency lines shall be answered within 15 seconds (P1)

- Ninety-nine percent (99%) of alarms shall be answered within 40 seconds (P1)

First Call Process Time Standard:

Emergency alarm processing for the following call types shall be completed within 90 seconds, 90% of the time and within 120 seconds, 99% of the time (P2 and P3):

- Calls requiring emergency medical dispatch questioning and pre-arrival instructions

- Calls requiring language translation

- Calls requiring the use of a TTY/TDD device or audio/video relay services

- Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units

- Hazardous material incidents

- Technical rescue

- With the exception of the above six call types, 80% of emergency alarm call processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds (P2 and P3)

- Where alarms are transferred from the primary public safety answering point (PSAP) to a primary and secondary answering point, the transfer procedure shall not exceed 30 seconds for 95% of all alarms processed* (P2)

*Only applicable if non-participating municipalities operate their own primary and secondary PSAP

Law Enforcement Call Process Time Standard:

- Priority one and priority two law enforcement calls shall be processed within 45 seconds, 90% of the time ** (P2 and P3)

- Priority three law enforcement calls shall be processed within 90 seconds, 90% of the time ** (P2 and P3)

Note: Availability of police units shall be considered when reviewing performance. Agencies must adopt standard signal codes to evaluate performance and the authority having jurisdiction shall determine time frames allowed to the completion of dispatch.

**Priority assignments based on current proposed standard

Emergency Medical Dispatch Standard:

- 95% case entry compliance rate

- 90% total compliance rate (case entry, chief complaint, key questions, and post-dispatch/pre-arrival instructions)

- 1% of all cases receive quality assurance case review*

*Based on NAED compliance standard for agencies with a call volume of over 500,000

For a municipality that elects to become a PARTICIPATING COMMUNITY subsequent to August 30, 2013, the development and implementation of the transition plan shall contain provisions to minimize adverse impacts on the System by the addition of such municipality.

CITY CLERK
CITY OF SUNRISE
2020 SEP 10 PM 3:48

SUNRISE, FLORIDA

RESOLUTION NO. 13-143-20-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL AGREEMENT FOR E-911 COMMUNICATIONS SYSTEM AND FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET;' AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 2013, via Resolution No. 13-142, the City approved a "Regional Interlocal Agreement (RILA) between Broward County and the City of Sunrise providing for Cooperative Participation in a Regional Public Safety Intranet" (RILA); and

WHEREAS, on September 23, 2013, via Resolution No. 13-143, the City approved an "Agreement between Broward County and the City of Sunrise for Participation in the Consolidated Regional E-911 Communications System" (PA); and

WHEREAS, the County and the City wish to amend the PA and the RILA .

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. The "First Amendment to Agreement between Broward County and the Participating Municipality for Participation in the Consolidated Regional Agreement for E-911 Communications System and First Amendment to the Regional Interlocal Agreement between Broward County and the City of Sunrise providing for Cooperative Participation in a Regional Public Safety Intranet" (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto as Exhibit A.

Section 3. The Mayor is hereby authorized to sign the First Amendment.

Section 4. Effective Date. This Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED this 8TH DAY of SEPTEMBER, 2020.

Mayor Michael J. Ryan

Authentication:

Fellcia M. Bravo
City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

MOTION: SCUOTTO
SECOND: KERCH

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: YEA
SOFIELD: ABSENT
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

BROWARD COUNTY FLORIDA

CITY CLERK
CITY OF SUNRISE
2020 OCT 27 AM 10:17

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

AND

FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the

base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.

2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. The effective date of this First Amendment shall be January 1, 2021.

4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); the Operational Review Team (ORT) is responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

Amendments to the Participation Agreements

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

~~2.3~~ **2.2** Administrative Call. The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) staffed at a level to provide supervision of dispatch operators on a ratio of 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

* * *

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call ~~received in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard~~ **an** a~~A~~greement with County for p~~P~~articipation in the Consolidated Regional E-911 Communications System **in substantially the form of this Agreement, as amended**.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities **that provides the Base Level of Services to all Participating Communities**. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight, and operations of the Consolidated Regional E-911 Communications System. **Operational data shall be reviewed on an annual basis, and results from the review will be used as the basis for determining the staffing level for System Services to support the Base Level of Service for the subsequent fiscal year. No dispatch consolidation modifications**

relative to System Services for any Participating Community shall be made based upon the element of Base Level of Services identified in Section 2.3(ii) (namely, the answer delay in a four-hour block of time for a single radio talk group staffed by a single radio operator) ("Consolidated Talk Group Change") until an analysis is completed by Fitch & Associates (or other consultant competitively procured by County) based upon no less than twelve (12) months of operational data after the cutover to the P25 digital trunked simulcast radio system. Furthermore, County shall provide the affected Participating Communities with said data and the proposed Consolidated Talk Group Change at least thirty (30) days prior to any such modification. Within that thirty (30) day period, County shall meet with the public safety officials of the affected Participating Communities to seek mutual acceptance of the proposed Consolidated Talk Group Change. In the event mutual acceptance is not achieved, the proposed Consolidated Talk Group Change will go through the engagement process for final resolution. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System. ~~The System shall operate subject to the control, internal operating rules and regulations of County.~~ County**, Operator, and Participating Communities** agree~~s~~ to comply with the requirements of the applicable Management Control Agreements relating to ~~COUNTY operation of~~ the Regional Public Safety Infrastructure ~~at Host PSAP(s)~~.

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

. . . Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ **the Broward Sheriff's Office** to authorize the use of the Participating Community's FDLE router. **All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.**

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 **As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County,** County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The

operation and efficiency performance criteria for the System **(the "Standards")** shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP~~ **in the agreement between County and Operator. Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.** County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of three (3) members appointed by the Fire Chiefs Association, three (3) members appointed by the Police Chiefs Association, and one (1) member appointed by the City Managers Association. The ORT shall review and recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.**

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.

12. The Participation Agreement is amended to include Exhibit C as attached hereto.

Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies**

or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards. City agrees to comply with any enforcement actions required by these policies and procedures ~~for~~**, including Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party **vendor approved in advance by County** to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4**; notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement**.

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of March 2020, and MUNICIPALITY, signing by and through its Mayor, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

Tamara Brannon

(Signature)

TAMARA BRANNON

(Print Name of Witness)

(Signature)

MATTHEW EATON

(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By

County Administrator

13th day of October, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Digitally signed by RENE D. HARROD
Date: 2020.10.10 08:59:42 -04'00'

By

René D. Harrod (Date)
Deputy County Attorney

RDH
06/04/2020
First Amendment Participation Agreement
#343020.15

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

AND

FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

MUNICIPALITY

ATTEST:

CITY OF Sunrise

CITY CLERK

CITY OF SUNRISE CORPORATE SEAL 1961 MUNICIPAL CORPORATION FLORIDA

BY: _____
CITY MAYOR

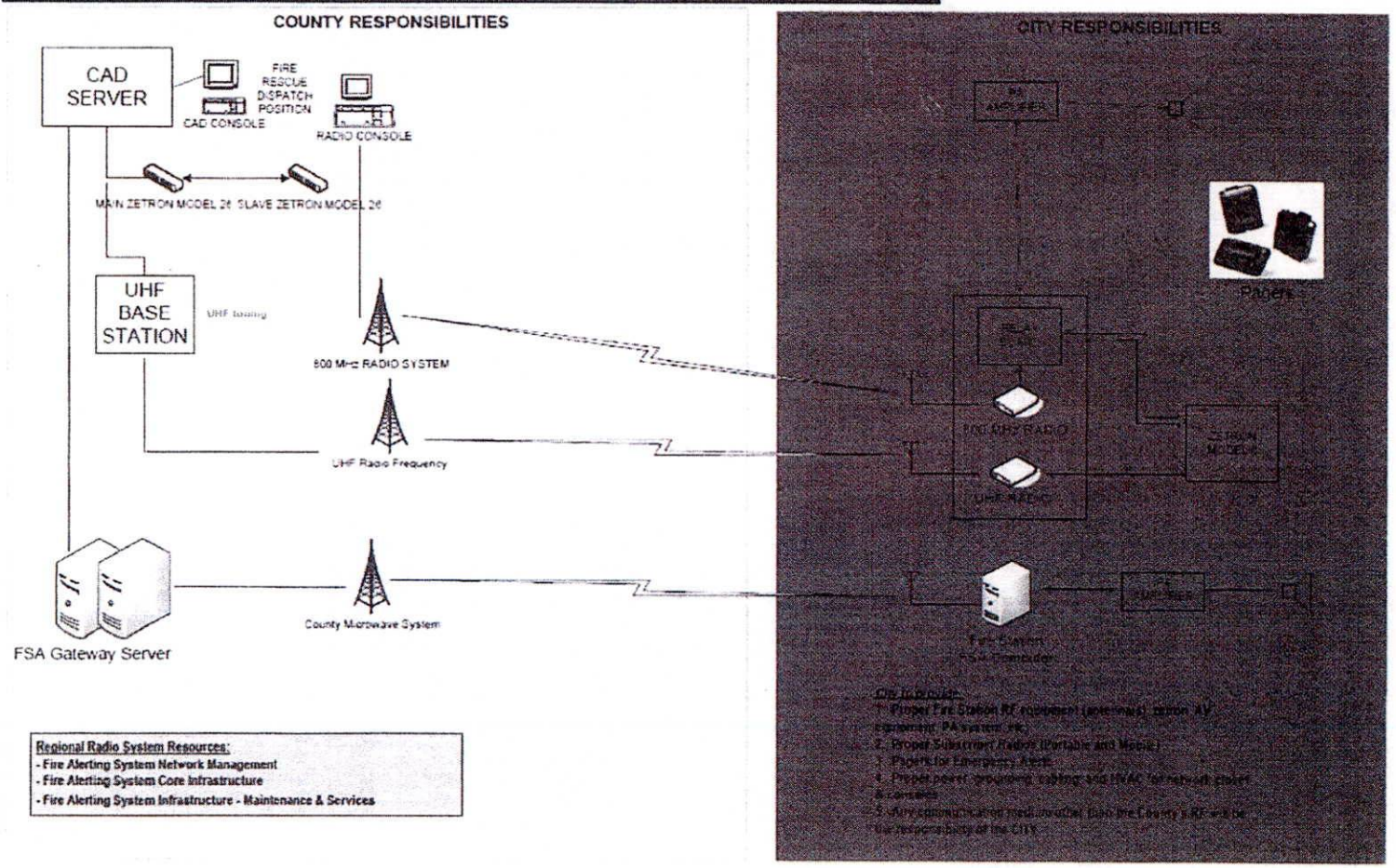
Michael J. Ryan
Print Name

1 day of October, 2020

I HEREBY CERTIFY that I have approved this First Amendment as to form and legal sufficiency subject to execution by the Parties:

_____
City Attorney

Broward County – ILA Radio Network
Fire Station Alerting System DMARC
RPSI – Fire Station Alerting System
Logical Network Design Overview Broward County Radio System
Broward County/City Responsibilities



COUNTY – PSI – ILA - Regional Fire Station Alerting System Demarcation Point

EXHIBIT C

Engagement Process[1]

Step 1: Issue Identification and Proposed Resolution

1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.

2) Issues would be considered first by the existing Operational Review Team (ORT).

a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).

b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.

i) If the issue only involves a single agency, the issue would move to subparagraph 4.

c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.

3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.

4) The ORT would recommend approval or denial of the item.

5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.

6) BSO and County would consider the item under the following guidelines:

a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

---

[1] For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

Step 2: Approval by End-Users

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

Step 3: Escalation to Chief Administrative Officers

1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.

2) The chief administrative officer (or designee) of the agency or agencies seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.

3) The chief administrative officers of all stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

Step 4: Implementation

1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.

2) County will facilitate the implementation with the active support of other stakeholders.

3) County will monitor and report to all stakeholders the progress and issues approved for implementation.

4) ORT members are expected to keep the Participating Communities and their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of the ORT constitutes approval of the item except as expressly stated in Step 2 at Section (1)(a).

CITY CLERK
CITY OF SUNRISE
2023 OCT 12 PM 1:08

SUNRISE, FLORIDA

RESOLUTION NO. 13-143-23-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND SECOND AMENDMENT BETWEEN BROWARD COUNTY AND SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD AND THE CITY OF SUNRISE PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET;" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 2013, via Resolution No. 13-142, the City approved a "Regional Interlocal Agreement (RILA) between Broward County and the City of Sunrise providing for Cooperative Participation in a Regional Public Safety Intranet" (RILA); and

WHEREAS, on September 23, 2013, via Resolution No. 13-143, the City approved an "Agreement between Broward County and the City of Sunrise for Participation in the Consolidated Regional E-911 Communications System" (PA); and

WHEREAS, on September 10, 2020, via Resolution No. 13-143-20-A, the City approved a consolidated "First Amendment to Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional Agreement for E-911 Communications System and First Amendment to the Regional Interlocal Agreement between Broward County and the City of Sunrise providing for Cooperative Participation in a Regional Public Safety Intranet;" and

WHEREAS, the County and the City wish to amend the RILA and the PA.

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. The "Second Amendment to Agreement between Broward County and the Participating Municipality for Participation in the Consolidated Regional Agreement for E-911 Communications System and Second Amendment to the Regional Interlocal Agreement between Broward County and the City of Sunrise providing for

Cooperative Participation in a Regional Public Safety Intranet" (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto as Exhibit A.

Section 3. The Mayor is hereby authorized to execute the Second Amendment.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2023.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

MOTION:	KERCH
SECOND:	GUZMAN
DOUGLAS:	YEA
GUZMAN:	YEA
KERCH:	YEA
SCUOTTO:	ABSENT
RYAN:	YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Kimberly A. Kisslan

BROWARD COUNTY
FLORIDA

2023 OCT 30 AM 10:44
CITY CLERK
CITY OF SUNRISE

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

AND

SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality," "City," or "Participating Community") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff's Office ("BSO") are negotiating a new interlocal agreement (the "Operator Interlocal Agreement") pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.

2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.

3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.

4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days' prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.

5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.

6. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County through its Board Of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 13th day of June, 2023, and Municipality, signing by and through its Mayor, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: Kimm Campbell
County Administrator

16th day of October, 2023

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____ Digitally signed by Rene D. Harrod
Reason: Approved as to form
Location: Broward County Attorney's Office
Date: 2023.10.26 09:35:17 -04'00'
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

AND

SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF Sunrise PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

MUNICIPALITY

CITY OF Sunrise

ATTEST:

CITY CLERK Felicia M. Bravo, City Clerk

By: _____
CITY MAYOR

Mayor Michael J. Ryan
Print Name

17th day of October, 2023

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4D **Meeting Date:** 3/24/2026

City Reference Number (C#): C26077

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of KBI Flexi®-Pave Products, Maintenance and Repair Services from K.B. Industries, Inc. as the sole source provider; and providing an effective date. Mark Lubelski, City Manager; Kevin Pickard, Director of Leisure Services.

Funding:
001.36.48.572.503420 - Misc. Contract Services

Amount:
$130,000.00 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY2025/2026.
Subsequent year's expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26077
Sole Source -Letter K.B. Industries, Inc.
Sunbiz - K.B.Industries, Inc.

Background:

The Leisure Services Department requires services for the furnishing, installation, maintenance, and repair of Flexi®-Pave surfaces in various City parks, including Oak Hammock, Cypress Preserve, and Welleby Park.

The City utilizes Flexi®-Pave, which is a porous pavement, on trails, pathways, and other areas because it is slip-resistant and provides excellent traction for park visitors, is non-toxic and safe to use near soil or bodies of water. Flexi®-Pave is not as solid as concrete so it does need maintenance and repairs, especially in high traffic areas. For the FY 2026 Budget, the Leisure Services Department received additional funds to repair some of the high traffic areas of Oak Hammock Park and Cypress Preserve Park, which is in addition to regular maintenance to install new material, remove, repair or replace damaged or worn areas necessary to maintain the Flexi®-Pave pathways in good condition throughout our park system.

K.B. Industries, Inc. (KBI) is the manufacturer and distributor of Flexi®-Pave technology. KBI installed the City's existing Flexi®-Pave and has provided the City with their products and services for several years. Because Flexi®-Pave is a proprietary product and the flagship product of KBI, they are the Sole Source provider. Staff anticipates an estimated expense of $130,000.00 for this fiscal year to complete all necessary work required to bring City parks pathways up to standards.

Staff is requesting authorization from the City Commission to purchase Flexi®-Pave Product, Maintenance & Repair Services for City Parks from K.B. Industries, Inc. as the Sole Source provider, on as-needed basis.

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 Flexi®-Pave Product, Maintenance & Repair Services from K.B. Industries, Inc. as the sole source provider 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, that do not exceed budgeted funds.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Margarita Marra Phone: 9545722203

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 THE PURCHASE OF KBI FLEXI®-PAVE PRODUCTS, MAINTENANCE AND REPAIR SERVICES FROM K.B. INDUSTRIES, INC. AS THE SOLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise utilizes KBI Flexi®-Pave surfaces on trails and pathways in most City parks; and

WHEREAS, K.B. Industries, Inc. is the sole provider, manufacturer, and distributor of the proprietary KBI Flexi®-Pave technology.

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

Section 1. The purchase of KBI Flexi®-Pave products, maintenance and repair services from K.B. Industries, Inc, as the sole source provider, is hereby approved.

Section 2. Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise Florida, the City's formal bidding procedures are waived as to K.B. Industries, Inc. 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 products, annual maintenance, and services that do not exceed budgeted funds.

Section 3. The Procurement Manager is hereby authorized to issue a Purchase Order or take other action necessary in connection with this purchase.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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 JUSTIFICATION FORM

Date: 2/9/26 **Department**: Leisure Services Requisition No.: _____

Department Contact: Andrew J. Lopez

Proposed Sole Source Vendor: KB Industries

Estimated yearly usage amount: $ > $25,000 (per year)

---

1. Description of Services/Products :

   The City requires the repair of existing pathways at several City parks. The work includes the removal of existing damaged/worn areas, supply and install subbase and Flexi-Pave material. The Flexi-Pave product is a flexible porous pavement utilizing a recycled passenger tire and stone aggregate mix.

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)

   The pathways at several City parks were originally installed using this unique Flexi-Pave product, a product of sole distributor, KB Industries. Using this specific product to make repairs will allow staff to provide a consistent look and feel throughout the park, in addition to properly maintaining the existing pathways. This product is used at various other City parks, allowing the entire park system consistency and uniformity throughout.

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.

Kevin Pickard _____

Department Director's Name **Department Director's Signature**

FOR PURCHASING USE ONLY

Approved: ☐

Disapproved: ☐

By: _____
Procurement Manager

Sole Source Number: SS_____

Date: _____

Valid Period: (3) three years from date of approval

Valid Amount per year: ☐ ≤$25,000 ☑ ≥$25,000

If ≥$25,000 Resolution No._____

SUBMIT

To Whom It May Concern:

This letter is provided for a "Sole Source Purchase" of K.B. Industries proprietary product KBI Flexi®-Pave. The "KBI FLEXI®-PAVE PROCESS" is the original “FLEXIBLE POROUS PAVEMENT” on the market utilizing a recycled passenger tire and stone aggregate mix. There is not another product on the market with the same porous construction and dynamic capabilities like “KBI FLEXI®-PAVE”. The characteristics and testing listed below make KBI Flexi®-Pave unique in the porous pavement technology market.

Testing:

- The material must adhere to ASTM C 666/C/666M- Freeze-Thaw Testing and show no cracks or breaks through 300 cycles of testing.
- The material must be considered “Highly Permeable” under FL DOT FM 5-565 Permeability Testing.
- The material must meet standards for Scuff/Power Steering Resistance ISSA TB 100 / ISSA TB 139.
- The material must have passed testing for Accelerated Weathering using ASTM 4798.
- The material must have passed Hamburg Loaded Wheel Testing TX DOT 242-F.
- The material must have passed Static Creep Testing TX DOT 231-F.
- The material must have met standards for Resilient Modulus Testing ASTM D 4123; measuring of subgrade material stiffness
- The material will be slip resistant and ADA compliant; meeting requirements for ASTM D 2047 testing.
- The material must be heat resilient in compliance with ASTM D 4123 testing.
- The material must be sound absorbent; meeting requirements for ASTN C423-09a / E795-05 testing.

Characteristics:

- The KBI certified installer is responsible for supplying and installing a warranted material that meets the following specifications: The material must consist of and utilize recycled tires; aggregate and binder.
- The material must be mixed directly at the installation site. Available for use after 24-hours.
- The material must be applied in such manner that it is completely free of joints or seams, provides impact absorption, is flexible to substrate movement and root growth.
- The material is to be porous to precipitation with an 18% - 22% dynamic flexible void capacity. The placement of material must be able to accommodate up a 30% slope.
- The material must withstand continual daily foot, bicycle, wheelchair and rollerblading use with light vehicular/low speed.
- Application of the material will occur over various substrate materials with the majority of application occurring over natural earth. The product must retain durability over the various substrates.
- The material is available in a selection of color choices.
- The material shall be resistant to the following elements: transmission, hydraulic, and brake fluids, gasoline, diesel, saltwater, oil, chlorine, ozone, bromine, and muriatic acid.

Thank you,
Jamie Cabral
C.O.O.
K.B. Industries

K.B. Industries, Inc.
4600 140th Ave. N Suite 200 Clearwater, FL 33762
Tel: (727) 723-3300 Fax: (727) 723-3600
www.kbius.com - www.flexi-pave.com

Detail by FEI/EIN Number

Florida Profit Corporation
K.B. INDUSTRIES, INC.

Filing Information

Document Number	P02000124256
FEI/EIN Number	02-0653997
Date Filed	11/18/2002
Effective Date	11/15/2002
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	09/16/2008
Event Effective Date	NONE

Principal Address

2420 Enterprise Rd
STE 103
CLEARWATER, FL 33763

Changed: 02/26/2026

Mailing Address

2420 Enterprise Rd
STE 103
CLEARWATER, FL 33763

Changed: 02/26/2026

Registered Agent Name & Address

CHESTNUT BUSINESS SERVICES, LLC
101 E. Kennedy Blvd.
Suite 2800
Tampa, FL 33602

Name Changed: 05/05/2020

Address Changed: 04/13/2015

Officer/Director Detail

Name & Address

Title CEO, President

BAGNALL, KEVIN
2420 Enterprise Rd
STE 103
CLEARWATER, FL 33763

Title COO

Cabral, Jamie
2420 Enterprise Rd
STE 103
CLEARWATER, FL 33763

Annual Reports

Report Year	Filed Date
2024	04/10/2024
2025	02/05/2025
2026	02/26/2026

Document Images

02/26/2026 -- ANNUAL REPORT	View image in PDF format
02/05/2025 -- ANNUAL REPORT	View image in PDF format
04/10/2024 -- ANNUAL REPORT	View image in PDF format
04/17/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- ANNUAL REPORT	View image in PDF format
05/05/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
07/07/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
10/13/2010 -- ADDRESS CHANGE	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
09/16/2008 -- Amended and Restated Articles	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
07/24/2006 -- ANNUAL REPORT	View image in PDF format
06/30/2005 -- ANNUAL REPORT	View image in PDF format

06/30/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
11/18/2002 -- Domestic Profit	View image in PDF format

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4E **Meeting Date:** 3/24/2026

City Reference Number (C#): C26055

Item Description:

A Resolution of the City of Sunrise, Florida, to award Bid No. 26-43-01-MM Rust Inhibitor System Maintenance for Various City Locations to WIRX, Inc.; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:

001.36.48.572.503420 - Misc. Contractual Services
191.43.40.541.503420 - Misc. Contractual Services

Amount:

$40,560.00 – Estimated Annual Expenditure
Not to exceed budgeted funds for FY 2025/2026. Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26055
Tabulation
Sunbiz - WIRX, Inc.

Background:

The City requires the services of a qualified contractor to provide Rust Inhibitor System Maintenance and product for multiple City locations. This maintenance service was previously awarded under the Procurement Manager's authority for an amount not to exceed $24,999.99.

Since the initial award, the addition of new locations, expanded landscaping, and a significant increase in well-water–related staining issues, specifically at Veterans Park where service is required twice a month, increases in expenses have occurred. Staff requested approval for expenditures exceeding the Procurement's Manager's authority, and the City Commission granted the approval through Resolution 25-148.

The services will be provided at the following locations:

- Flamingo Linear Park
- City Park
- Cypress Preserve
- Oak Hammock
- Veterans Park
- NW 94th Avenue south of Commercial Blvd (Median)
- Public Works Facility

Staff advertised a bid on DemandStar for these services and it resulted in the receipt of one bid. The specifications were subsequently modified and updated in an effort to create better understanding of the services to be provided and to request the pricing as a monthly flat rate. The bid was re-advertised as Bid No. 26-43-01-MM for Rust Inhibitor System Maintenance for Various City Locations (REBID), and staff conducted additional outreach to potential vendors to increase interest; however, there are limited vendors willing to do this work because it requires the vendor to personally visit each specific location in person at least once each month. In addition to delivery of hundreds of gallons of rust inhibitor chemical, WIRX is also required to perform the following functions on a monthly basis:

- Inspection and maintenance of equipment including system components, pumps, tanks, hoses, etc.
- Repair of the system as needed, including parts, incidentals and labor
- Cleaning and removal of any rust stains caused by mechanical malfunctions or by rust inhibitor chemical's concentration failure
- Removal of rust stains, as needed, throughout the park and other locations, including but not limited to building walls, pavilions, fences, concrete columns, light poles, art sculptures, playground equipment, concrete curbs, sidewalks, and other park structures as identified by the City.

Upon the bid opening, only one response was received, submitted by WIRX, Inc. (WIRX). Staff has used WIRX previously and has been satisfied with the services provided.

In accordance with City Code 5-173(d), *if fewer than two (2) responsive bids or proposals for commodities or contractual services purchases are received, the department may negotiate on the best terms and conditions,* Staff requested a price reduction, but WIRX could not offer any at this time due to significant increases in the costs of chemical products, labor, and insurance.

Following evaluation by the Purchasing Office, Leisure Services and Utilities - Public Works Departments, it is recommended to award the bid to the lowest responsive and responsible bidder WIRX, Inc. The vendor is the current service provider and has demonstrated satisfactory performance and responsiveness to City's requests and service needs. The total Bid offer is within the estimated budget for the services for FY 2026.

The proposed award initial period is three years, commencing on the date of award. In addition, the City reserves the right to renew the contract for two additional one-year periods. The cost of all services will remain firm for the initial period. Costs for subsequent years and any extension term years shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 3% per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor whichever is less.

No responses to bid were received by City of Sunrise Vendors.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Margarita Marra Phone: 954-572-2203

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, AWARDING BID NO. 26-43-01-MM FOR RUST INHIBITOR SYSTEM MAINTENANCE TO WIRX, INC.; 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. 26-43-01-MM for Rust Inhibitor System Maintenance, for various City locations, to WIRX, Inc. is hereby approved in an amount not to exceed the FY 2025-2026 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to renew, amend or extend this 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 _____, 2026.

_____
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 26-43-01-MM
BID TITLE	Rust Inhibitor System maintenace-Various City Locations (REBID)
OPENING DATE:	February 10, 2026
TIME:	2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
WIRX Inc.	$40,560.00

BID OPENED BY:
Margarita Marra, Procurement Specialist



Detail by FEI/EIN Number

Florida Profit Corporation
WIRX, INC.

Filing Information

Document Number	P17000074865
FEI/EIN Number	20-8366726
Date Filed	09/13/2017
Effective Date	01/30/2007
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	09/25/2017
Event Effective Date	NONE

Principal Address

5944 Coral Ridge Drive. #166
Coral Springs, FL 33076

Changed: 01/31/2025

Mailing Address

5944 Coral Ridge Drive. #166
Coral Springs, FL 33076

Changed: 01/31/2025

Registered Agent Name & Address

STUART A. TELLER, P.A.
7320 GRIFFIN ROAD STE 216
DAVIE, FL 33314

Officer/Director Detail

Name & Address

Title PTSD

NICHOLS, DORAND
6900 SW 21ST COURT UNIT 1
DAVIE, FL 33317

Annual Reports

Report Year	Filed Date
2023	02/10/2023
2024	02/19/2024
2025	01/20/2025

Document Images

01/20/2025 -- ANNUAL REPORT	View image in PDF format
02/19/2024 -- ANNUAL REPORT	View image in PDF format
02/10/2023 -- ANNUAL REPORT	View image in PDF format
03/30/2022 -- ANNUAL REPORT	View image in PDF format
01/31/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
03/28/2019 -- ANNUAL REPORT	View image in PDF format
06/25/2018 -- ANNUAL REPORT	View image in PDF format
09/25/2017 -- Amendment and Name Change	View image in PDF format
09/13/2017 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4F **Meeting Date:** 3/24/2026

City Reference Number (C#): C26072

Item Description:

A Resolution of the City of Sunrise, Florida, to Award Bid No. 26-29-12-MS for the Municipal Campus Parking Lot Expansion Project to Socal Shaker Plates & Construction Site Services, LLC d/b/a National General Construction; approving Contract No. C-26-29-12-MS; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

325.66.75.519.506510 - Construction
Project 006503 - Municipal Campus Parking Lot Expansion

Amount:

$667,000.00

ATTACHMENTS:

ATY Resolution - C26072
Tabulation
Sunbiz - SoCal Shaker Plates
Sunbiz - National General Construction

Background:
On May 12, 2020, the City Commission approved a Project Agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn) for design and construction management services related to the Municipal Campus Landscaping and Parking Lot Expansion Project. The Project includes parking expansion at the Senior Center and Civic Center. The project was divided into two phases, with the Senior Center Parking Lot Expansion being the first phase and the Civic Center Parking Lot Expansion in the second phase. The design for the Senior Center parking lot expansion portion of the project has been completed.

The City of Sunrise Utilities Department requires a qualified contractor to perform construction services for Municipal Campus Parking Lot Expansion project. The project includes the furnishing of all labor, equipment, materials, and performing all operations to demolish certain existing elements and to construct all proposed Senior Center Parking Expansion improvements for the City. The project includes drainage improvements; new parking lot and sidewalks; public art display area; lighting improvements; and landscape and irrigation improvements.

On December 22, 2025, Bid No. 26-29-12-MS was issued for the project. A mandatory pre-bid meeting with a site visit was conducted on January 8, 2025, with sixteen prospective bidders in attendance. The bid opening took place on January 30, 2025, and nine bids were received.

Following the evaluation by the Purchasing Office, Utilities Department, and Kimley-Horn, it is recommended to award the contract to the lowest responsive and responsible bidder, SoCal Shaker Plates & Construction Site Services, LLC DBA National General Construction (NGC). Since NGC's bid price is approximately 19% lower than the Engineer's Opinion of Probable Construction Cost (OPCC), staff scheduled an in-person meeting with NGC to discuss their bid. At the meeting NGC confirmed their pricing and their ability to complete the project as bid.

All references were favorable for National General Construction 's performance on other projects of similar type and scale with other entities. Staff is requesting approval to award to SoCal Shaker Plates & Construction Site Services, LLC DBA National General Construction contingent on receipt of an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

The City received a response from a City of Sunrise vendor that could provide this service; however, their bid was not the lowest.

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. 26-29-12-MS FOR THE MUNICIPAL CAMPUS PARKING LOT EXPANSION PROJECT TO SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC D/B/A NATIONAL GENERAL CONSTRUCTION; APPROVING CONTRACT NO. C-26-29-12-MS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. SoCal Shaker Plates & Construction Site Services, LLC d/b/a National General Construction is hereby selected for award of Bid No. 26-29-12-MS for the Municipal Campus Parking Lot Expansion Project in the amount of $667,000.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

Section 2. The Procurement Manager or designee is hereby authorized to execute all documents in connection with this award, including the contract for construction (Contract), upon review and approval by the City Attorney's Office. The Procurement Manager shall provide the City Clerk with a copy of the Contract to attach to this Resolution as Exhibit A.

Section 3. The City Manager and the Director of Utilities are hereby authorized to approve change orders in accordance with the conditions specified in Resolution No. 92-222-11-A. All required City Building permit fees, with the exception of re-inspection fees, will be paid directly from the Project. City Engineering permit fees are hereby waived, with the exception of re-inspection fees.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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 26-29-12-MS

BID TITLE: Municipal Campus Parking Lot Expansion

OPENING DATE: January 30, 2026

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
SoCal Shaker Plates & Construction Site Services LLC dba National General Construction	$667,000.00
HG Construction Development & Investment Inc	$698,644.92
Gonzalez & sons Equipment, Inc.	$769,425.00
Waypoint Contracting, Inc	$802,489.00
Bejar Construction	$807,750.00
Rose Paving LLC	$843,806.75
M&M Asphalt Maintenance, Inc. dba All County Paving	$879,997.00
MBR Construction, Inc.	$920,820.83
Skyscraper Construction	$1,575,971.00

BID OPENED BY:
Maria Salvatierra, MBA, CPPO, NIGP-CPP, FCCM

Detail by FEI/EIN Number

Florida Limited Liability Company
SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC

Filing Information

Document Number	L22000084227
FEI/EIN Number	85-4013411
Date Filed	02/14/2022
Effective Date	08/27/2021
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	02/14/2022
Event Effective Date	NONE

Principal Address

648 Riverside Rd
North Palm Beach, FL 33408

Changed: 09/30/2025

Mailing Address

643 US Highway 1 #13094
North Palm Beach, FL 33408

Changed: 02/18/2026

Registered Agent Name & Address

ALPER TRUSTEES, LLC
255 PRIMERA BLVD STE 160
LAKE MARY, FL 32764

Authorized Person(s) Detail

Name & Address

Title MGR

CISSELL, MAVERICK
648 Riverside Rd
North Palm Beach, FL 33408

Annual Reports

Report Year	Filed Date
2025	01/10/2025
2025	09/30/2025
2026	02/18/2026

Document Images

02/18/2026 -- ANNUAL REPORT	View image in PDF format
09/30/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2025 -- ANNUAL REPORT	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
02/14/2022 -- Florida Limited Liability	View image in PDF format



Previous on List . Next on List . Return to List

Filing History

Fictitious Name Detail

Fictitious Name

NATIONAL GENERAL CONSTRUCTION

Filing Information

Registration Number	G23000120601
Status	ACTIVE
Filed Date	09/28/2023
Expiration Date	12/31/2028
Current Owners	1
County	MULTIPLE
Total Pages	4
Events Filed	3
FEI/EIN Number	85-4013411

Mailing Address

643 US HIGHWAY 1
#13094
NORTH PALM BEACH, FL 33408

Owner Information

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
648 RIVERSIDE RD
NORTH PALM BEACH, FL 33408
FEI/EIN Number: 85-4013411
Document Number: L22000084227

Document Images

09/28/2023 -- Fictitious Name Filing — View image in PDF format

09/26/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/14/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/13/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

Previous on List . Next on List . Return to List

Filing History

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4G **Meeting Date:** 3/24/2026

City Reference Number (C#): C26078

Item Description:

A Resolution of the City of Sunrise, Florida to award Bid No. 26-33-01-WL for Citywide Air Conditioning Maintenance and Repair Services to O.C.O. Partnership, Inc. D/B/A Southeast Mechanical Service; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

Various Departmental Accounts

Amount:

$66,785.24 - Estimated Annual Expenditure
Contract valid April 6, 2026 to April 5, 2029

Not to exceed budgeted funds for FY2025/2026
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C26078
Bid Tabulation
Sunbiz - O.C.O. Partnership, Inc.
Sunbiz - Southeast Mechanical Service

Background:
The City of Sunrise owns numerous air conditioning systems at its facilities, which require scheduled preventative maintenance as well as repairs and replacements on an as-needed basis. To ensure that maintenance and repairs are conducted promptly the City requires a qualified and authorized air conditioning contractor to perform these services. The City also requires a contractor to install new units as-needed.

The City issued Bid No. 26-33-01-WL and electronically posted it on Demandstar, which was broadcasted to vendors registered under corresponding commodity codes and opened on February 20, 2026, and four responses were received.

The Utilities Department, Facilities Division and the Purchasing Office recommend awarding this contract to the lowest responsive and responsible bidder, O.C.O. Partnership Inc. d/b/a Southeast Mechanical Service of West Park, Florida. This is the vendor currently providing these services for the City and their performance continues to be satisfactory. The pricing provided under this bid represents an increase of approximately 6% overall, and more specifically 7% for Air Conditioning Repair hourly rate and 15% for Air Conditioning Automation Systems Repair hourly rate. The hourly rates proposed by Southeast Mechanical are 28% and 7% lower than the second lowest bid for the hourly rates respectively. All other line item prices remain the same as what the City has historically paid for under the existing contract.

No City of Sunrise vendors provided a response to this bid.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Wendy Lorenzo, CPPB Phone: 954-572-2485

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. 26-33-01-WL FOR CITYWIDE AIR CONDITIONING MAINTENANCE AND REPAIR SERVICES TO O.C.O. PARTNERSHIP, INC. D/B/A SOUTHEAST MECHANICAL SERVICE; 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. 26-33-01-WL for Citywide Air Conditioning Maintenance and Repair Services to O.C.O. Partnership, Inc. d/b/a Southeast Mechanical Service is hereby approved in an amount not to exceed the FY 2025-2026 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to renew, amend or extend this 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 _____, 2026.

_____
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 26-33-01-WL

BID TITLE: Citywide Air Conditioning and Repair Services

OPENING DATE: February 20, 2026
TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
O.C.O Partnership, Inc. dba Southeast Mechanical Service	$66,785.24
RGEN Enterprises LLC dba Cool Water Air Conditioning	$75,000.00
INTEG MIAMI LLC	$84,784.00
JR Hobbs	$86,843.72

BID OPENED BY:
Wendy Lorenzo, CPPB

Previous On List Next On List Return to List

Events **No Name History**

Detail by FEI/EIN Number

Florida Profit Corporation
O.C.O. PARTNERSHIP, INC.

Filing Information

Document Number	P00000076185
FEI/EIN Number	65-1035517
Date Filed	08/11/2000
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/12/2007
Event Effective Date	NONE

Principal Address

2315 S.W. 58 WAY
WEST PARK, FL 33023

Changed: 02/22/2008

Mailing Address

2315 S.W. 58 WAY
WEST PARK, FL 33023

Changed: 02/22/2008

Registered Agent Name & Address

OLIVER, JOHN E
6833 S.W. 15 STREET
PEMBROKE PINES, FL 33023

Name Changed: 07/27/2010

Address Changed: 07/27/2010

Officer/Director Detail

Name & Address

Title P

OLIVER, JOHN E
6833 S.W. 15TH STREET
PEMBROKE PINES, FL 33023

Title ST

SCHMIDT, GEORGE C
10833 NW 4 DRIVE
CORAL SPRING, FL 33071

Annual Reports

Report Year	Filed Date
2018	01/10/2018
2019	03/11/2019
2020	02/04/2020

Document Images

02/04/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
01/10/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
02/08/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
01/22/2014 -- ANNUAL REPORT	View image in PDF format
03/06/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
07/27/2010 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
02/23/2009 -- ANNUAL REPORT	View image in PDF format
02/22/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2007 -- Amendment	View image in PDF format

03/30/2006 -- ANNUAL REPORT	View image in PDF format
03/28/2005 -- ANNUAL REPORT	View image in PDF format
03/03/2004 -- ANNUAL REPORT	View image in PDF format
03/24/2003 -- ANNUAL REPORT	View image in PDF format
02/07/2002 -- ANNUAL REPORT	View image in PDF format
03/29/2001 -- ANNUAL REPORT	View image in PDF format
08/11/2000 -- Domestic Profit	View image in PDF format

Previous On List Next On List Return to List

Events **No Name History**

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Previous on List Next on List Return to List

Filing History

Fictitious Name Detail

Fictitious Name

SOUTHEAST MECHANICAL SERVICE

Filing Information

Registration Number	G06164900089
Status	ACTIVE
Filed Date	06/13/2006
Expiration Date	12/31/2026
Current Owners	1
County	BROWARD
Total Pages	4
Events Filed	3
FEI/EIN Number	65-1035517

Mailing Address

2315 S.W. 58 WAY
WEST PARK, FL 33023

Owner Information

O.C.O. PARTNERSHIP, INC.
2315 S.W. 58 WAY
WEST PARK, FL 33023
FEI/EIN Number: 65-1035517
Document Number: P00000076185

Document Images

06/13/2006 -- Fictitious Name Filing	View image in PDF format
06/29/2021 -- Fictitious Name Renewal Filing	View image in PDF format
06/28/2016 -- RENEWAL	View image in PDF format
06/06/2011 -- Fictitious Name Renewal Filing	View image in PDF format

Previous on List Next on List Return to List

Filing History

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4H **Meeting Date:** 3/24/2026

City Reference Number (C#): C26069

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement No. PA-22-010-CE Springtree Water Treatment Plant Filter Rehabilitation Design, Permitting, and Bidding Services" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26069

Third Amendment
Second Amendment
First Amendment
Project Agreement PA-22-010-CE

Background:
The City Commission approved Project Agreement No. 22-010-CE with Carollo Engineers, Inc. (Carollo) for the Springtree Water Treatment Plant (WTP) Filter Rehabilitation Design, Permitting, and Bidding Services project on May 24, 2022. This project consists of the rehabilitation of the multimedia filters to ensure their continued long-term use. In addition to the filter system rehabilitation, there are other related ancillary features that will be replaced to renovate aging assets and improve the facility's reliability to continue to produce potable drinking water.

As the design of this project was being finalized and construction documents were being prepared to advertise for bid, staff recommended that it is in the best interest of operations at the treatment plant to adjust the schedule for the Filter Rehabilitation project such that, its construction begins after the Springtree WTP Improvements Phase 1 is completed. The Springtree WTP Improvements Phase 1 project introduces nanofiltration treatment technology and phasing the Filter Rehabilitation will help maintain consistent water quality conditions for accurate pre- and post-nanofiltration membrane evaluation. To account for this coordination, on October 8, 2024, the City Commission approved the First Amendment to Project Agreement extending the Project Agreement through October 1, 2025.

On September 23, 2025, the City Commission approved the Second Amendment to the Project Agreement extending the Project Agreement through March 30, 2026, to allow the Consultant to complete the full scope of work. Carollo has completed the design documents and the project was advertised for solicitation on December 15, 2025, however the bids received exceeded the available budgeted funds. Staff is recommending to make modifications to the bid documents and re-bid the project. Additional time is necessary for the Consultant to assist the Utilities Department during the bidding process. The Consultant is not requesting any additional compensation as part of this amendment.

Staff recommends approval of the Third Amendment to the Project Agreement with Carollo Engineers, Inc., extending the term of the Project Agreement through March 30, 2027.

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 "THIRD AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND CAROLLO ENGINEERS, INC. FOR PROJECT AGREEMENT NUMBER: PA-22-010-CE SPRINGTREE WATER TREATMENT PLANT FILTER REHABILITATION DESIGN, PERMITTING, AND BIDDING SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 24, 2022, via Resolution No. 21-45-22-C, the Sunrise City Commission approved Project Agreement Number PA-22-010-CE (Agreement) with Carollo Engineers, Inc. for professional engineering services for the Springtree Water Treatment Plant Filter Rehabilitation Design, Permitting and Bidding Services; and

WHEREAS, on October 8, 2024, the parties entered into a First Amendment to the Agreement to align the project schedule with the completion of the Reverse Osmosis (RO) to Nanofiltration (NF) conversion project; and

WHEREAS, on October 8, 2025, the parties entered into a Second Amendment to the Agreement to extend the term to provide additional time for bidding services; and

WHEREAS, a Third Amendment to the Agreement is necessary to extend the term through March 30, 2027, to provide additional time for completion of the bidding services and contract award.

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

Section 1. A "Third Amendment to Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for Project Agreement Number: PA-22-010-CE Springtree Water Treatment Plant Filter Rehabilitation Design, Permitting, and Bidding Services" (Third Amendment) is hereby approved. A copy of the Third Amendment is attached hereto and made part of this Resolution.

Section 2. The Mayor is hereby authorized to execute the Third Amendment.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

Third Amendment To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA-22-010-CE

SPRINGTREE WATER TREATMENT PLANT FILTER REHABILITATION DESIGN, PERMITTING, AND BIDDING SERVICES

This Third Amendment to Project Agreement No. 22-010-CE dated May 24, 2022, between the City of Sunrise, a municipal corporation (City) and Carollo Engineers, Inc. (Consultant).

WHEREAS, Project Agreement No. 22-010-CE (Project Agreement) was approved by Resolution No. 21-45-22-C and entered into between the City of Sunrise and Carollo Engineers, Inc. for professional engineering services for the Springtree Water Treatment Plant Filter Rehabilitation Design, Permitting, and Bidding Services as authorized under the Project Agreement; and

WHEREAS, on April 18, 2024, the City Manager provided a one hundred eighty (180) days extension to the Project Agreement until October 20, 2024 in accordance with Paragraph 7.1; and

WHEREAS, on October 8, 2024 the City Commission amended the Project Agreement and extended the term to October 1, 2025 via the First Amendment which was approved by Resolution No. 21-45-24-G; and

WHEREAS, on September 23, 2025 the City Commission amended the Project Agreement and extended the term to March 30, 2026 via the Second Amendment which was approved by Resolution No. 24-45-25-C; and

WHEREAS, the Project Agreement expires on March 30, 2026 and the parties wish to extend the term of the Project Agreement to allow for time for contract award; and

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 7.1 of the Project 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 ~~**1406**~~ **1771 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

B. Exhibit "2" Project Schedule is hereby amended as follows:

Task	Task/Completion Duration in Calendar Days	Task Completion Calendar Days Following Notice to Proceed
Task 1 – Technical Memorandum	243	243
Task 2 - 30% Design Documents	112	355
Task 3 - 60% Design Documents	84	439
Task 4 - 90% Design Documents Internal Review Submittal (Milestone 1)	105	544
Task 4 – 90% Design Documents CDD Submittal	166	710
Task 6 - Permitting Services	150	860
Task 5 - 100% Design Documents	84	944
Task 7 - Bidding Services	~~462~~ 827	~~1406~~ 1771
Total		~~1406~~ 1771

3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Project Agreement or its amendments, the terms of this Third Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

4. 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.

5. Effective Date. This Third Amendment shall be effective when it is fully executed by both parties.

(Remainder of this Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Third 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 Carollo Engineers, Inc.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

_____

By: _____
Lyle Munce, P.E. / Chris T. Reinbold, P.E.
Sr. Vice President / Vice President

____ day of _____, 20__.

AUTHENTICATE:

_____
Secretary

_____
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2025 OCT -9 AM 10: 25

Second Amendment To

Project Agreement

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA-22-010-CE

SPRINGTREE WATER TREATMENT PLANT FILTER REHABILITATION DESIGN, PERMITTING, AND BIDDING SERVICES

This Second Amendment to Project Agreement No. 22-010-CE dated May 24, 2022, between the City of Sunrise, a municipal corporation (City) and Carollo Engineers, Inc. (Consultant).

WHEREAS, Project Agreement No. 22-010-CE (Project Agreement) was approved by Resolution No. 21-45-22-C and entered into between the City of Sunrise and Carollo Engineers, Inc. for professional engineering services for the Springtree Water Treatment Plant Filter Rehabilitation Design, Permitting, and Bidding Services as authorized under the Project Agreement; and

WHEREAS, on April 18, 2024, the City Manager provided a one hundred eighty (180) days extension to the Project Agreement until October 20, 2024 in accordance with Paragraph 7.1; and

WHEREAS, on October 8, 2024 the City Commission amended the Project Agreement and extended the term to October 1, 2025 via the First Amendment which was approved by Resolution No. 21-45-24-G; and

WHEREAS, the Project Agreement expires on October 1, 2025 and the parties wish to extend the term of the Project Agreement to allow for time for bidding services.

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 7.1 of the Project 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 ~~**1226**~~ **<u>1406</u> days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

B. Exhibit "2" Project Schedule is hereby amended as follows:

Task	Task/Completion Duration in Calendar Days	Task Completion Calendar Days Following Notice to Proceed
Task 1 – Technical Memorandum	243	243
Task 2 - 30% Design Documents	112	355
Task 3 - 60% Design Documents	84	439
Task 4 - 90% Design Documents Internal Review Submittal (Milestone 1)	105	544
Task 4 – 90% Design Documents CDD Submittal	166	710
Task 6 - Permitting Services	150	860
Task 5 - 100% Design Documents	84	944
Task 7 - Bidding Services	~~282~~ 462	~~1226~~ 1406
Total		~~1226~~ 1406

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement or its amendments, the terms of this Second Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

4. 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.

5. Effective Date. This Second Amendment shall be effective when it is fully executed by both parties.

(Remainder of this Page Intentionally Left Blank)

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 Carollo Engineers, Inc.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

8 day of October, 2025

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

Carollo Engineers, Inc.

By: _____
Chris T. Reinbold, P.E.
/ Vice President

25th day of SEPTEMBER, 2025

AUTHENTICATE:

_____
Secretary

Kristi Powers
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2024 OCT 11 AM 10: 38

First Amendment To

Project Agreement

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA-22-010-CE

SPRINGTREE WATER TREATMENT PLANT FILTER REHABILITATION DESIGN, PERMITTING, AND BIDDING SERVICES

This First Amendment to Project Agreement No. 22-010-CE dated May 24, 2022, between the City of Sunrise, a municipal corporation (City) and Carollo Engineers, Inc. (Consultant).

WHEREAS, Project Agreement No. 22-010-CE (Project Agreement) was approved by Resolution No. 21-45-22-C and entered into between the City of Sunrise and Carollo Engineers, Inc. for professional engineering services for the Springtree Water Treatment Plant Filter Rehabilitation Design, Permitting, and Bidding Services as authorized under the Project Agreement; and

WHEREAS, on April 18, 2024, the City Manager provided a one hundred eighty (180) days extension to the Project Agreement until October 20, 2024 in accordance with Paragraph 7.1; and

WHEREAS, the Project Agreement expires on October 20, 2024 and the parties wish to extend the term of the Project Agreement to allow for completion of the RO to NF conversion project; and

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 7.1 of the Project 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 ~~**700**~~ **<u>1226</u> 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.

B. Exhibit "2" Project Schedule is hereby amended as follows:

Task	Task/Completion Duration in Calendar Days	Task Completion Calendar Days Following Notice to Proceed
Task 1 – Technical Memorandum	~~90~~ 243	~~90~~ 243
Task 2 - 30% Design Documents	112	~~202~~ 355
Task 3 - 60% Design Documents	84	~~286~~ 439
Task 4 - 90% Design Documents Internal Review Submittal (Milestone 1)	~~56~~ 105	~~342~~ 544
Task 4 – 90% Design Documents CDD Submittal	~~42~~ 166	~~384~~ 710
Task 6 - Permitting Services	~~120~~ 150	~~504~~ 860
Task 5 - 100% Design Documents	84	~~588~~ 944
Task 7 - Bidding Services	~~90~~ 282	~~678~~ 1226
Total		~~678~~ 1226

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement or its amendments, the terms of this First Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

4. Captions. The captions of this First 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.

5. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

(Remainder of this Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this First 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 Carollo Engineers, Inc.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

8 day of October, 20 24.

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

By: _____
Chris T. Reinbold, P.E.
Vice President

2ND day of OCTOBER, 2024.

AUTHENTICATE:

_____
Secretary

Michael W. Barnes
Please type name

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE
(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2022 MAY 25 AM 11:00

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: PA-22-010-CE

SPRINGTREE WATER TREATMENT PLANT FILTER REHABILITATION DESIGN, PERMITTING, AND BIDDING SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Carollo Engineers, 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 NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS

2.4.1 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, 60% 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; 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 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 60% 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;; 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.

2.6 ADMINISTRATION OF CONSTRUCTION – NOT USED

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 NOT USED

2.7.4 NOT USED

2.7.5 NOT USED

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: Task 4 – 90% Design Documents Internal Review Submittal $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 NOT USED

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
Lyle Munce, P.E.	Company Officer
Vincent Hart	Technical Expert
Christopher Reinbold, P.E.	Senior Principal Professional
Mark Roads, P.E.	Professional
Zoe Miller	Assistant Professional
Francisco Pieretti, P.E.	Senior Principal Professional
Mark Pellish, P.E.	Principal Professional

Jeffrey West	Senior Professional
Joseph Hanlon	Senior Principal Professional
David Seivert	Senior Designer
Mireya Rey	Designer
Shosana Woody	Clerical

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

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 $301,074.00 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 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	Amount ($)	Percentage (%)
Task 1 – Technical Memorandum	$27,267	9.2
Task 2 - 30% Design Documents	$86,581	29.0
Task 3 - 60% Design Documents	$79,347	26.7
Task 4 - 90% Design Documents (milestone)	$47,608	16.0
Task 5 - 100% Design Documents	$31,739	10.7
Task 6 - Permitting Services	$15,163	5.1
Task 7 - Bidding Services	$9,869	3.3
Sub Total	$297,574.00	100
Total with Reimbursables	$301,074.00	

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 and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Sub-Consultant's in the interest of the Project, as follows:

Not to exceed **$3,500** 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 **700 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 FOREIGN 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.

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 Carollo Engineers, Inc., signing by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

24 day of May, 2022.

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

CITY OF SUNRISE FLORIDA CORPORATE SEAL 1961 MUNICIPAL CORPORATION

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: CTR

CONSULTANT

CAROLLO ENGINEERS, INC.

BY: _____
Lyle Munce, P.E. / Chris T. Reinbold, P.E.

TITLE: Sr. Vice President / Vice President

6th day of May, 2022.

AUTHENTICATE:

_____
Secretary

Michael W. Barnes
Please type name

(CORPORATE SEAL)

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

WITNESSES:

_____

_____

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: CTR

EXHIBIT "1"

SCOPE OF SERVICES

BACKGROUND

The Springtree WTP is located at 4350 Springtree Drive in the City of Sunrise. The CITY desires to rehabilitate the existing filtration system as well as make changes to the potable water disinfection strategy with a focus on minimizing disinfection byproduct formation (DBPs). The exiting filters at Springtree WTP are approximately 25 years old and have been in continuous service since constructed.

Contingent upon the specific type of equipment, the Water and Wastewater Utility Rules from the Florida Administrative Code (FAC 25-30.115 and 25-30.140) identify anticipated equipment useful lives to be between 20 and 30 years. Based on the age of the existing filter media and appurtenances, filter system rehabilitation is anticipated for continued long term use. In addition to the filter system, there are other related ancillary WTP features that should be considered for refurbishment or replacement at this time to renovate aging assets and improve the facility's reliability to continue to produce potable drinking water well into the future.

The following tasks will be undertaken as part of this filter rehabilitation effort:

- Review Past and Current Project Documents - The CONSULTANT will review historic plant monthly operating data (for a period not more than 2 years), and regulatory permits as it pertains to performance of the existing filtration system. The replacement media and appurtenances of the rehabilitation design will meet or exceed required system performance and related regulatory mandates.

- The following features will be replaced as part of the filter refurbishment. Performance will meet the established criteria of the system (i.e. replacement similar to existing based on current manufacturer's offerings) with specific improvements as noted below:

    - Filter underdrain.

    - Filter media (depth of media will be reviewed in parallel to disinfection strategy review, i.e. 4-log disinfection).

    - Surface wash system.

    - Launder troughs.

    - Air scour delivery in underdrain (i.e. air piping and underdrain connections for distribution).

    - Filter influent, backwash, and effluent control valves (electric actuators were recently replaced, this effort includes replacement of the mechanical valve and reconnection to the actuator)

    - Replacement of Human Machine Interface (HMI) associated with the existing filter control panel.

    - Photometric analysis of the filter structure to provide additional lighting as may be necessary to meet current lighting requirements.

- Addition of a crystalline concrete coating system and/or epoxy injection to address leaks which have not been successfully addressed through other methods.
- Turbidity instruments.
- Filter box level indicators.
- Loss of head pressure monitoring in filter.
- Replacement of the air scour blowers.
- Replacement of electrical panels in the electrical room.
- Replacement of doors to control room of air scour blower room and electrical room.
- Provide leveling grout and/or stairs and landing to address floor slope issues with ponding water in air scour room.

- In addition to the replacement of the various filter features, an evaluation of 4-log disinfection will be undertaken. This evaluation will include the following:
  - Evaluate installation of roof over filters to increase disinfectant contact time (CT).
  - Evaluate flume hydraulics and CT.
  - Review existing media depth with potential media depths, considering means to achieve CT in a manner that reduces DBP formation.
  - Develop recommendations for improving the WTP's 4-log disinfection strategy considering the above evaluation. These recommendations will be reviewed with the FDEP to receive concurrence on approach.
    - Design of the features which receive FDEP approval (i.e. covering the filters, replacing the influent channel with a piping system, or revise media depths and submit new 4-log permit application) will be incorporated into the filter upgrade construction documents.
    - Modify and/or replace chlorine, fluoride, and ammonia injection points at the influent to the transfer pump clearwell with new diffusers.

It is intended that this design effort will account for the necessary components for a complete and operational filter rehabilitation and 4-log improvements treatment system. Finished water quality leaving the plant will be projected based on operating parameters agreed upon for the modified facility in conjunction with the recent conversion of reverse osmosis to nano-filtration treatment. Finished water quality targets will be coordinated with identified stakeholders during design and testing will be facilitated by the Consultant and performed by the Contractor and start-up activities to optimize targeted water quality parameters. The Consultant will coordinate with the Corrosion Control Study Consultant and the City during the design phase.

EXHIBIT "1"

TASK 1 – Technical Memorandum (TM)

Consultant shall prepare a TM to document the evaluation of 4-log disinfection and provide recommendations for improving the WTP's 4-log disinfection. Consultant will conduct preliminary meetings with FDEP.

Deliverables

- Draft TM for the Evaluation of 4-log disinfection alternatives.
- Final TM incorporating City and FDEP review comments.

TASK 2 – THIRTY PERCENT DESIGN DOCUMENTS

Task 2 shall commence upon approval of the Final TM from the City. Consultant will perform a site visit with the City staff and confirm and verify information from the existing design documents.

Deliverables

- Meeting minutes (via electronic delivery in PDF format).
- Four (4) 24" x 36" hard copies and electronic copy in PDF format of 30 percent design drawings to City of Sunrise Utilities Department for internal review.
- Draft Technical Memorandum for the Evaluation of 4-log disinfection alternatives.

TASK 3 – SIXTY PERCENT DESIGN DOCUMENTS

The 60% design is to commence only after the City of Sunrise has provided comments on the 30% design drawings.

The Consultant will attend one preliminary meeting with the City of Sunrise Community Development Department. Consultant will conduct the review meeting with the City of Sunrise CDD and prepare meeting minutes documenting decisions and action items.

Deliverables:

- Four (4) 24" x 36" hard copies and electronic copy in PDF format of 60 percent design drawings to City of Sunrise Utilities Department for internal review.
- Specifications (electronic copy in PDF format)
- Construction Cost Estimate Class 3 (electronic copy in PDF format)

TASK 4 – NINETY PERCENT DESIGN DOCUMENTS

The 90% design is to commence only after the City of Sunrise has provided comments on the 60% design documents. The Consultant will provide a 90% design submittal to City of Sunrise Utilities Department for internal review. The Consultant will attend one meeting with the City of Sunrise Utilities Department to discuss internal review comments, if necessary. After addressing the City of Sunrise Utilities Department comments, 90% design submittal plans will be submitted to both the City of Sunrise Community Development Building and Engineering Division for plan review.

Deliverables:

- Four (4) 24"x36" hard copies of drawings to City of Sunrise Utilities Department for internal review with electronic copy in PDF format.
- Eight (8) 24" x 36" signed and sealed hard copies of the Drawings to the City of Sunrise Engineering Division.
- Two (2) 24" x 36" signed and sealed hard copies of the Drawings to the City of Sunrise Engineering Division.
- Construction Cost Estimate Class 2 (electronic copy in PDF format).
- Final Technical Memorandum for the Evaluation of 4-log disinfection alternatives.

TASK 5 – ONE HUNDRED PERCENT DESIGN DOCUMENTS

The Consultant will attend one meeting with the City of Sunrise Utilities Department to discuss the permitting comments received. Consultant will revise the 90% design documents to prepare the 100% design documents for construction as necessary to reflect any decisions taken at this level an incorporate the permitting comments received from CDD.

Deliverables:

- Response letters to comments provided by the City of Sunrise Building and Engineering Divisions.
- Eight (8) 24" x 36" signed and sealed hard copies of the drawings to the City of Sunrise Engineering Division.
- Two (2) 24" x 36" signed and sealed hard copies of the drawings (two hard copy sets and an electronic copy in PDF format).
- Signed & Sealed specifications (two hard copy sets and an electronic copy in PDF format).
- Construction Cost Estimate Class 2 (electronic copy in PDF format).

TASK 6 – PERMITTING SERVICES

The Consultant shall prepare the permit packages and obtain applicable signatures once the 90% submittal has been reviewed and approved by the City of Sunrise Utilities Department. The Consultant shall submit the permit packages to the respective permitting agencies (upon direction from the City of Sunrise Utilities Department) and obtain permit approvals from each agency. The City of Sunrise Utilities Department shall be responsible for paying all permit fees. It is anticipated that permits will be required from the following agencies:

- City of Sunrise CDD Engineering and Building Division
- Florida Department of Environmental Protection (FDEP)
- Broward County Environmental Protection and Growth Management

Development of the permit packages consists of the following information and activities:

- Submit design drawings (signed and sealed by Professional Engineer).

- Provide required supplemental information to support permit requests for additional information (RAI).
- Complete permit applications to be signed and sealed by the design engineer.
- Incorporate revisions requested by the permitting agencies and re-submit the information.

TASK 7 – BIDDING SERVICES

The CONSULTANT shall assist the CITY during the bidding phase by preparing the bid packages in electronic format, interpreting questions and issuing written addenda if necessary, address bidders questions through the CITY's agent, and reviewing the bids accepted.

Deliverables:

- Addenda (as determined necessary and provided in electronic PDF format)
- Letter of Recommendation of Bid Acceptability

ASSUMPTIONS

- Except as noted otherwise herein, in providing opinions of cost, financial analyses, economic feasibility projections, and schedule for potential projects, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties, quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Since the project will be constructed by a specialty contractor, the CONSULTANT's construction cost estimate will be primarily based on quotes, including limitations related thereto, obtained from the specialty contractor.
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.
- Services not included:
    - Services not specifically noted herein.
    - Permit application fees;
    - Geotechnical borings, soils analysis, or survey services.

EXHIBIT "2"

PROJECT SCHEDULE

Task	Task/Completion Duration in Calendar Days	Task Completion Calendar Days Following Notice to Proceed
Task 1 – Technical Memorandum	90	90
Task 2 - 30% Design Documents	112	202
Task 3 - 60% Design Documents	84	286
Task 4 - 90% Design Documents Internal Review Submittal (Milestone 1)	56	342
Task 4 – 90% Design Documents CDD Submittal	42	384
Task 6 - Permitting Services	120	504
Task 5 - 100% Design Documents	84	588
Task 7 - Bidding Services	90	678
Total		678

Notes:
The project schedule assumes:
Task 1 assumes 30 days for a review period from FDEP.
Twenty-eight days for Utilities' internal review of submittals.
Ninety days for Purchasing Office to review bid documents and bid project.
Submission of permit application and supporting documents at the 90% design level.

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Amendment

Item Number: 4I

Meeting Date: 3/24/2026

City Reference Number (C#): C26074

Item Description:

A Resolution of the City of Sunrise, Florida, approving a “Twelfth Amendment to the Standard Project Agreement between the City of Sunrise and Song and Associates, Inc." for the New City Hall and Municipal Campus Improvements 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 - C26074

Twelfth Amendment
Project Agreement Amendments 1-11
Project Agreement

Background:
At the March 14, 2017, City Commission Meeting, the Commission approved a Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. to provide architectural, engineering, and contract administration services for the New City Hall and Municipal Campus Improvements Project.

The project includes the new City Hall building, parking garage, and amphitheater. Since the agreement was executed in 2017, several amendments have been approved to address scope modifications and time extensions due to the construction schedule. The project is currently in the closeout phase, and Song & Associates, Inc. continues to coordinate with City staff to complete final documentation required to obtain the Final Certificate of Occupancy.

This Twelfth Amendment to the Standard Project Agreement will extend the term of the agreement through March 31, 2027, to allow for completion of project closeout. No additional compensation is requested.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Marinelly Frias Phone: 954-572-2264

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 "TWELFTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND SONG & ASSOCIATES, INC." FOR THE NEW CITY HALL AND MUNICIPAL CAMPUS IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 14, 2017, via Resolution No. 17-14-17-A, the Sunrise City Commission approved a Standard Project Agreement (Agreement) with Song & Associates, Inc., for architectural, engineering, and contract administration services for the New City Hall and Municipal Campus Improvements Project (Project); and

WHEREAS, since 2017, numerous amendments to the Agreement have been approved to address scope modifications and time extensions due to the construction schedule; and

WHEREAS, the Project is currently in the closeout phase and Song & Associates, Inc. continues to coordinate with City staff to complete the final documentation required to obtain the Certificate of Occupancy; and

WHEREAS, a Twelfth Amendment to the Agreement is necessary to extend the term of the Agreement to March 31, 2027, to provide additional time to finalize the Project closeout phase.

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

Section 1. A "Twelfth Amendment to Standard Project Agreement between the City of Sunrise and Song & Associates, Inc." (Twelfth Amendment) for the New City Hall and Municipal Campus Improvements Project is hereby approved. A copy of the Twelfth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Twelfth Amendment.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

Twelfth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Twelfth Amendment ("Twelfth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

WHEREAS, a Sixth Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

WHEREAS, a Seventh Amendment to Standard Project Agreement ("Seventh Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

WHEREAS, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

WHEREAS, an Eighth Amendment to Standard Project Agreement ("Eighth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

WHEREAS, on February 3, 2023, the parties exercised the first one-year renewal which expires on March 27, 2024; and

WHEREAS, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

WHEREAS, a Ninth Amendment to Standard Project Agreement ("Ninth Amendment to Project Agreement") for Architectural and Engineering Services sound and lighting system associated with the Amphitheater portion of the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2024; and

WHEREAS, a Tenth Amendment to Standard Project Agreement ("Tenth Amendment to Project Agreement") for Architectural and Engineering Services related to modifications to the audiovisual system in the amphitheater in the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 13, 2024; and

WHEREAS, an Eleventh Amendment to Standard Project Agreement ("Tenth Amendment to Project Agreement") for Architectural and Engineering Services related to Construction Administration services for the New City Hall, Parking garage and Amphitheater in the Municipal Campus Improvements Project was entered into between

the City of Sunrise and Song & Associates, Inc. on February 21st 2025, which expires on March 31, 2026; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement to March 31, 2027.

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 6.1.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

   6.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until March 31, 2027 ~~March 31, 2026.~~ No further extensions of this Agreement shall be effective unless authorized by City Commission action.

3. Conflicting Terms. In the event the terms of this Twelfth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Twelfth Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

4. Captions. The captions of this Twelfth 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 Twelfth Amendment.

5. Effective Date. This Twelfth Amendment shall be effective when it is fully executed by both parties.

6. Conflicting Terms. In the event the terms of this Twelfth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Twelfth Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

7. Captions. The captions of this Twelfth 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 Twelfth Amendment.

8. Effective Date. This Twelfth Amendment shall be effective when it is fully executed by both parties.

TWELFTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Twelfth Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Robert Castrovinci, AIA, NACRB

TITLE: President

____ day of _____, 2026.

AUTHENTICATE:

_____
Signature

_____
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

First Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This First Amendment ("First Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, the parties wish to amend the Project 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 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$4,791,056~~ **$4,856,391.**

3. Section 4.2 of the Project Agreement is hereby amended as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475 ~~$310,000~~	(8.2%) ~~(6%)~~
Demolition	$48,500	(1.0%)
City Hall	$2,173,307 ~~$2,074,257~~	(44.8%) ~~(43%)~~
Parking Garage	$776,949 ~~$758,999~~	(16.0%)
Garage Occupiable Space	$55,000	(1.1%)
Water Park	$54,960 ~~$404,600~~	(1.1%) ~~(8%)~~

15

Amphitheater Expansion	$272,900	(5.6%)~~(6%)~~
Civic Center Theater Study	$56,100	(1.2%)~~(2%)~~
Site Work – Campus wide	$857,700 ~~$815,700~~	(17.7%)~~(17%)~~
Plat Determination	$4,000	(0.1%)
Mass Transit Coordination	$6,500	(0.1%)
Additional Surface Parking	$69,500	(1.4%)
Wetland Mitigation	$30,000	(0.6%)
Reimbursable Expenses	$50,000	(1.0 %)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this First Amendment.

5. Delete Section 7.12 Public Records and replace with the following:

7.12 PUBLIC RECORDS

7.12.1 The Consultant 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 Consultant and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 Consultant fails to comply with the requirements in this Section 11, the City

45

may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the City within a reasonable time, it

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT 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).

6. Add the following sections to the Project Agreement:

7.13 PUBLIC ENTITY CRIMES

7.13.1 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 First Amendment, Consultant certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

7.14 DISCRIMINATORY VENDOR LIST

7.14.1 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 First Amendment, Consultant certifies

15

that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

7.15 SCRUTINIZED COMPANY

7.15.1 Pursuant to Section 287.135, Florida Statutes, Consultant 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.

7.15.2 Pursuant to Section 287.135, in the event the Project Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

7.15.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Project Agreement if Consultant 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

7. 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.

8. All other terms of the Project Agreement shall remain and continue in full force and effect.

9. Captions. The captions of this First 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.

10. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this First 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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

24 day of October, 2019.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form for the City:
Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, FL 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

YS

CONSULTANT

SONG AND ASSOCIATES, INC.

By: _____
Young Song, President

TITLE: President

25 day of July, 2019

AUTHENTICATE:

_____
Signature

PERRY DOUGLASS
_____
Print Name and Title

NOTARY PUBLIC STATE OF FLORIDA
Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary

(CORPORATE SEAL)

WITNESSES:

_____

_____

Second Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Second Amendment ("Second Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement (" First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, the parties wish to amend the Project 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 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$4,791,056~~ ~~$4,856,391~~ **$4,861,391.**

3. Section 4.2 of the Project Agreement is hereby amended as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475 ~~$310,000~~	(8.2%) ~~(6%)~~
Demolition	$48,500	(1.0%)
City Hall	$2,173,307 ~~$2,074,257~~	(44.7%)~~(44.8%)~~ ~~(43%)~~
Parking Garage	$776,949 ~~$758,999~~	(16.0%)~~(16.1)~~ ~~(16%)~~
Garage Occupiable Space	$55,000	(1.1%)
Water Park	$54,960 ~~$404,600~~	(1.1%)~~(8%)~~
Amphitheater Expansion	$252,900 ~~$272,900~~	(5.2 %)~~(6%)~~
Civic Center Theater Study	$56,100	(1.2%)~~(2%)~~
Site Work – Campus wide	$877,700 ~~$815,700~~	(18.1%)~~(17%)~~
Plat Determination	$4,000	(0.1%)
Mass Transit Coordination	$6,500	(0.1%)
Additional Surface Parking	$69,500	(1.4%)
Wetland Mitigation	$30,000	(0.6%)
Temporary Parking during construction	$5,000	(0.1%)
Reimbursable Expenses	$50,000	(1.0 %)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this Second Amendment.

(Intentionally Left Blank)

SECOND AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Timothy Welch

8 day of April, 2020



CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Young Song, President

TITLE: President

6 day of April, 2020

AUTHENTICATE:

_____
Signature

JILL LANIGAN
Print Name and Title
CORPORATE SECRETARY

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT A-1

November 5, 2019

City of Sunrise
Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise. FL 33325

RE: Sunrise Municipal Complex
Temporary Parking Lot Design
Additional Services Fee Amendment #2

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to design a temporary parking lot to be located in the vacant lot south of the existing City Hall. The temporary parking lot is to provide additional parking for existing City Hall while the new City Hall is under construction. Design of the temporary parking lot will include a single lift of asphalt, pavement markings, and grading. The temporary lot will be designed to drain into the adjacent pervious areas. Underground drainage improvements are not included. No additional permitting is anticipated. Plans of the temporary parking lot will be included in the City Hall plans as a separate sheet.

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Contract Amount	$ 4,856,391.00	
Additional Service Fee Amendment #1		**$ 5,000.00**
Proposed Revised Contract Amount		**$ 4,861,391.00**

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

EXHIBIT A-1

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Robert Castrovinci, AIA, NCARB
Senior Architect

cc: Jo Ann Brent, S+A, File

Accepted By:_____ Title:_____

Print Name:_____ Date:_____

Third Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Third Amendment ("Second Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, the parties wish to amend the Project 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 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$4,791,056~~ ~~$4,856,391~~ ~~$4,861,391~~**$4,868,856.**

3. Section 4.2 of the Project Agreement is hereby amended as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475 ~~$310,000~~	(8.2%) ~~(6%)~~
Demolition	$48,500	(1.0%)
City Hall	$2,173,307 ~~$2,074,257~~	(44.6%) ~~(44.7%)(44.8%) (43%)~~
Parking Garage	$776,949 ~~$758,999~~	(16.0%) ~~(16.1) (16%)~~
Garage Occupiable Space	$55,000	(1.1%)
Water Park	$54,960 ~~$404,600~~	(1.1%) ~~(8%)~~
Amphitheater Expansion	$252,900 ~~$272,900~~	(5.2 %) ~~(6%)~~
Civic Center Theater Study	$56,100	(1.2%) ~~(2%)~~
Site Work – Campus wide	$877,700 ~~$815,700~~	(18.0%) ~~(18.1%)(17%)~~
Plat Determination	$4,000	(0.1%)
Mass Transit Coordination	$6,500	(0.1%)
Additional Surface Parking	$69,500	(1.4%)
Wetland Mitigation	$30,000	(0.6%)
Temporary Parking during construction	$5,000	(0.1%)
Army Corps of Engineers Submittal	**$7,465**	**(0.2%)**
Reimbursable Expenses	$50,000	(1.0 %)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this Second Amendment.

(Intentionally Left Blank)

THIRD AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Timothy Welch

14 day of May, 2020.

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Young Song, President

TITLE: President

15 day of April, 2020

AUTHENTICATE:

_____
Signature

Youn Lee, Vice President
Print Name and Title

(CORPORATE SEAL)

SONG & ASSOCIATES, INC. CORPORATE SEAL FLORIDA

WITNESSES:

_____

_____

EXHIBIT A-1

April 3, 2020

City of Sunrise
Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

RE: Sunrise Municipal Complex
US Army Corps of Engineers Permit Application
Additional Services Fee Amendment #3

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to prepare a Nationwide Permit application for the US Army Corps of Engineers which will indicate the limits of proposed on-site excavation and fill areas, limits of existing wetlands and surface waters, proposed impacts to existing wetlands and surface waters, and typical sections illustrating the proposed on-site excavation/fill activities.

Further scope clarification can be found in the attached proposal.

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Contract Amount	$ 4,861,391.00	
Additional Service Fee Amendment #3		$ 7,465.00
Proposed Revised Contract Amount		**$ 4,868,856.00**

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

EXHIBIT A-1

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Robert Castrovinci, AIA, NCARB
Senior Architect

cc: Jo Ann Brent, S+A, File

Accepted By:_____ Title:_____

Print Name:_____ Date:_____

Kimley»Horn

AMENDMENT NUMBER 5 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 5 DATED March 2, 2020 to the AGREEMENT between Song and Associates, Inc. ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated May 15, 2017 ("the Agreement") concerning the City of Sunrise City Hall and Municipal Campus Improvements in Sunrise, Florida (the "Project").

The Consultant has entered into the Agreement with the Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

KIMLEY-HORN AND ASSOCIATES, INC.

Michael F. Schwartz, PE
Senior Vice President

AGREED TO THIS _____DAY OF _____, 2020

SONG AND ASSOCIATES, INC.

By: _____,

_____
(Print or Type Name)

_____
(Email Address)

Kimley-Horn) understands that the client is requesting federal permitting services and a Florida bonneted bat cavity survey for the Project and shall perform the following Additional Services:

SCOPE OF SERVICES

Task 1 – US Army Corps of Engineers Permit Application

Kimley-Horn will prepare a Nationwide Permit application for the US Army Corps of Engineers (USACE) for the proposed project site. The permit application will include preliminary site plan drawings indicating the limits of proposed on-site excavation and fill areas, limits of existing wetlands and surface waters, proposed impacts to existing wetlands and surface waters, and typical sections illustrating the proposed on-site excavation/fill activities.

It is assumed that the same wetland mitigation required by Broward County will meet the requirements of the USACE. If additional mitigation is required, a separate scope and fee will be prepared. It is assumed that the Public Notice, Statement of Finding, and Permit will be prepared by the USACE.

Once the application is submitted, Kimley-Horn will respond to one Request for Available Information (RAI) from USACE and conduct up to one site visit with the USACE, if required.

All permit application fees and mitigation amounts shall be paid by the Client. Any additional RAI's or meetings with USACE will be considered additional services.

Kimley-Horn will correspond with the US Fish and Wildlife Service (FWS) via telephone and email regarding the effect determinations provided by the USACE regarding federally protected species potentially occurring within the project site.

FEE AND BILLING

TASK	LUMP SUM FEE
Task 1 – US Army Corps of Engineers Permit Application	**$7,465**

PROJECT FEES AND COST-TO-COMPLETES

Project Name: Sunrise City Hall
Project Number: 0
Date Prepared: 2/27/2020
Estimated By: Tori Bacheler

				Monthly Updates (Cost-To-Completes) [Mon-Yr]	
Labor Tasks:		Initial Estimated Effort Req'd	Contract Amount (Fee)	Effort Remaining	% Complete
1	USACE Permitting	$7,465		$7,465	
		$0		$0	
[task no.]		$0		$0	
[task no.]	[task name]	$0		$0	
[task no.]	[task name]	$0		$0	
[task no.]	[task name]	$0		$0	
	Total Labor:	$7,465	$0	$7,465	
Expense Tasks:					
700	Direct Expenses	$0		$50	
701	Computer	$0		$0	
801	Survey	$0			
802	contingency	$0			
803	[subconsultant name]	$0			
804	[subconsultant name]	$0			
805	[subconsultant name]	$0			
888	Allocation	$433	$0	$433	0%
	Total Expenses:	$433	$0	$483	-12%
	Total Project:	$7,898	$0		
		Effort Needed to Finish Project:		$7,948	
		% Complete:			

Shading indicates cells that require user input

Shading indicates cells that contain formulas that must be updated with correct worksheet names

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Sunrise City Hall
Project Number: 0
Date Prepared: 2/27/2020
Estimated By: Tori Bacheler

Project:

Estimated Project Duration:
Design, Permitting, & Bidding: _____ months
Construction: _____ months
Total: 0 months

KHA Task #						Direct Labor (Person-Hours)										
				Team	Person	Principal	Senior	Prof	Analyst	CADD	Designer	Tech/	Support	KHA		Misc.
Subtask ID Number	KHA Task Name Subtask Name/Description	Subtask Dependency	Assumptions	Working On It	Responsible	P-7/8	Prof P-5/6	P-3/4	P-1/2	CO-5/6	D7	Field Rep T-4	Staff C-5	Labor Total	Computer Hours	Direct Expense ($)
1	**USACE Permitting**															
	USACE application							4.00	16.00							
	GIS figures							2.00	4.00							
	QC						1.00	2.00								
	RAI						2.00	3.00	12.00							
	Meetings						8.00	5.00								
	Project and Task Management						2.00	2.00					2.00			
	Subtotal (Hours)					0	13	18	32	0	0	0	2		0	$0
	Task Total (Dollars)					$0	$1,885	$2,250	$3,200	$0	$0	$0	$130	$7,465	$0	$0

Fourth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Fourth Amendment ("Fourth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, the parties wish to amend the Project 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 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$4,791,056~~ ~~$4,856,391~~ ~~$4,861,391~~~~$4,868,856~~**$4,879,776.**

3. Section 4.2 of the Project Agreement is hereby amended as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475~~$310,000~~	(8.2%)~~(6%)~~
Demolition	$48,500	(1.0%)
City Hall	$2,173,307~~$2,074,257~~	(44.5%)~~(44.6%)(44.7%)(44.8%)~~ ~~(43%)~~
Parking Garage	$776,949 ~~$758,999~~	(15.9%)(16.0%)~~(16.1)~~ ~~(16%)~~
Garage Occupiable Space	$55,000	(1.1%)
Water Park	$54,960 ~~$404,600~~	(1.1%)~~(8%)~~
Amphitheater Expansion	$252,900 ~~$272,900~~	(5.2 %)~~(6%)~~
Civic Center Theater Study	$56,100	(1.1%)(1.2%)~~(2%)~~
Site Work – Campus wide	$877,700 ~~$815,700~~	(18.0%)~~(18.1%)~~~~(17%)~~
Plat Determination	$4,000	(0.1%)
Mass Transit Coordination	$6,500	(0.1%)
Additional Surface Parking	$69,500	(1.4%)
Wetland Mitigation	$30,000	(0.6%)
Temporary Parking during construction	$5,000	(0.1%)
Army Corps of Engineers Submittal	$7,465	(0.2%)
Watermain Extension	**$10,920**	**(0.2%)**
Reimbursable Expenses	$50,000	(1.0 %)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this Second Amendment.

(Intentionally Left Blank)

FOURTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
~~Richard Salamon~~ MARK S. LUBELSKI

SIGD 7/16/20

16 day of July, 2020.

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Young Song, President

TITLE: President

19 day of June, 2020.

AUTHENTICATE:

_____
Signature

_____
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE

2021 MAY 11 PM 8:43

SUNRISE, FLORIDA

RESOLUTION NO. 17-14-21-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIFTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND SONG & ASSOCIATES, INC." FOR THE NEW CITY HALL AND MUNICIPAL CAMPUS IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2014, the City hired a design consultant to prepare a master plan for the municipal campus; and

WHEREAS, on March 28, 2017, the City entered into a Standard Project Agreement (Project Agreement) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project with Song & Associates, Inc.; and

WHEREAS, the parties want to amend the scope of services to add additional service for Threshold Inspection Services.

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

Section 1. The "Fifth Amendment to Standard Project Agreement between the City of Sunrise and Song & Associates, Inc." (Fifth Amendment) for the New City Hall and Municipal Campus Improvements 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 11TH DAY of MAY, 2021.

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

2021 MAY 11 PM 8:44

Fifth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Fifth Amendment ("Fifth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, the parties wish to amend the Project 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 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8, ~~and~~ Exhibit A, Scope of Services, and Exhibit A-1, Scope of Services of this Agreement by payment of the fixed sum of: ~~$4,879,776,~~ **$5,007,176.**

3. Section 4.2 of the Project Agreement is hereby amended as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475	(8.0%) ~~(8.2%)~~
Demolition	$48,500	(1.0%)
City Hall	$2,173,307	(43.4%) ~~(44.5%)~~
Parking Garage	$776,949	(15.5%) ~~(15.9%)~~
Garage Occupiable Space	$55,000	(1.1%)
Water Park	$54,960	(1.1%)
Amphitheater Expansion	$252,900	(5.1%) ~~(5.2 %)~~
Civic Center Theater Study	$56,100	(1.1%) ~~(1.2%)~~
Site Work – Campus wide	$877,700	(17.5%) ~~(18.0%)~~
Plat Determination	$4,000	(0.1%)
Mass Transit Coordination	$6,500	(0.1%)
Additional Surface Parking	$69,500	(1.4%)
Wetland Mitigation	$30,000	(0.6%)
Temporary Parking during construction	$5,000	(0.1%)
Army Corps of Engineers Submittal	$7,465	(0.1%) ~~(0.2%)~~
Watermain Extension	$10,920	(0.2%)
Threshold Inspection	**$127,900**	**(2.6%)**
Reimbursable Expenses	$50,000	(1.0 %)

4. Section 7.13 E-Verify – Employment Eligibility is hereby added to read as follows:

SECTION 7.13 E-VERIFY - EMPLOYMENT ELIGIBILITY

7.13.1 **E-VERIFY - EMPLOYMENT ELIGIBILITY**

a. Consultant warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Consultant 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 Consultant's subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
b. Consultant 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. Consultant 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 Project Agreement which requires a longer retention period.
c. City shall terminate this Project Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Consultant's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Consultant to terminate its contract with the subcontractor and Consultant shall immediately terminate its contract with the subcontractor.
d. If City terminates this Project Agreement pursuant to the subsection c above, Consultant shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Project Agreement was terminated. In the event of such Project Agreement termination, Consultant shall also be liable for any additional costs incurred by City as a result of the termination.

5. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit A-1 which is attached hereto and incorporated in this Fifth Amendment.

(Intentionally Left Blank)

FIFTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

11th day of May, 2021.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL) Seal

CITY OF SUNRISE · FLORIDA · CORPORATE SEAL 1961 A MUNICIPAL CORPORATION

Approved as to
legal form and sufficiency
for the City of Sunrise, Florida
By: _____
Kimberly A. Kisslan, City Attorney

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Young Song, President

TITLE: President

26 day of February, 2021

AUTHENTICATE:

_____
Signature

Jill Lawlor
Print Name and Title
CORPORATE SECRETARY

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT A-1

February 26, 2021

City of Sunrise
Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

RE: Sunrise Municipal Complex
Threshold Inspection Services
Additional Services Fee Amendment #5

Dear Alan:

Song + Associates, Inc. respectfully requests approval of this Additional Service for Threshold Inspection Services on the construction of the New City Hall. Services will be provided as described in Exhibit A-1 which includes rates identified in Exhibit A-1.1, "2021 Hourly Billing Rates" as a Not to Exceed (NTE) amount. When approaching 80%utilization of the fee, the City will be notified so an assessment can be made if the remaining 20% will be adequate to have the inspections carry through completion of the structure.

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Contract Amount	$ 4,879,276.00	
Additional Service Fee Amendment #5		**$ 127,900.00**
Proposed Revised Contract Amount		**$ 5,007,176.00**

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

EXHIBIT A-1

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Robert Castrovinci, AIA, NCARB
Senior Architect

cc: Jo Ann Brent, S+A, File

EXHIBIT A-1.1

SCOPE OF SERVICES

Our scope of services shall consist of the following:

A. Pre-Construction

1. Complete affidavits required by local building officials to initiate the threshold inspection process.

2. Review contract drawings including Threshold Inspection Plan, specifications and other data pertinent to the design and construction of the primary structural frame.

B. Inspection & Reporting

1. The Threshold Inspector (TI), who is a licensed professional engineer in the State of Florida, or his duly authorized representative, shall inspect the work of the primary structural frame and the structural aspects of the building enclosure in accordance with the permitted contract documents and any written variations by the Structural Engineer of Record (SER). Shop drawings can be used for inspections only as a supplement to the contract documents. In all cases, the contract documents govern over shop drawings unless expressly noted differently by SER.

2. Inspections will be per the Threshold Inspection Plan, which will be authored by Structural Engineer of Record. We anticipate inspection of the elements indicated above.

3. We do **not** perform inspections of soils or piles, but these inspections may required to be performed by others. We do **not** perform inspections of any windows; railings; painting; caulking; waterproofing; fireproofing; roofing; stucco or finish systems; architectural elements; ADA requirements; window performance; civil or site elements; pool finishes or systems; signs or lighting; electrical, mechanical, and plumbing systems; security systems; life safety systems or other elements not contributing to the structural building frame.

4. Per Florida statute, some QA/QC inspections will be performed according to the firms QA/QC inspection standard and policy.

5. Upon completion of all outstanding punch list items and prior to issuance of a certificate of occupancy, submission of a signed and sealed statement by the threshold inspector to the building department stating that the inspected systems have been constructed in general conformance with the contract documents.

EXHIBIT A-1.1

CITY AND CONSTRUCTION MANAGER RESPONSIBILITY

The City and/or Construction Manager (Stiles Construction) shall be responsible to:

A. Provide the firm access to the site typically between the hours of 7:00 AM and 7:00 PM.

B. Provide one half-size set, as well as, PDF's of the contract documents. Provide one set of shop drawings for each structural system to be inspected.

C. Ensure that a qualified materials testing agency is retained.

D. Provide desk and collaboration space at the site complete with basic furniture, a printer and internet access in air-conditioned space.

FEES

A. The above mentioned Scope of Services will be provided on an hourly basis, using the rates contained in the attached 2021 Hour Billing Rates for Threshold Inspections. Based on a preliminary schedule as described from Stiles; we understand to be 2 months for foundations, 5 months for the concrete floor framing and shell, 1 month for precast panels; and 1 month for windows. The actual construction progress, and any phasing, determined by the Construction Manager could greatly influence the inspection hours that are necessary.
We propose to carry out the work on an Hourly Basis with an estimated fee of **$127,900** with the following qualifications:

1. If at some point the project does not require full time coverage, the inspectors should be scheduled on an as-needed basis.

2. Work shall be scheduled by the Construction Manager in an efficient manner, minimizing the time of the inspector at the site.

3. Travel time is not charged, however, each inspection call will be charged a minimum of four (4) hours. Therefore, inspections should be grouped to allow optimal use of the inspector.

4. If overtime premium is necessary to complete inspections, the basic hourly rate will be increased by 1.50. Overtime is defined by any hours over 40 hours per week, inspections required before 7am or after 4 pm Monday through Friday, or any Saturday inspections. Sunday inspections, if necessary, will be billed at 2.0 x normal hourly rate.

EXHIBIT A-1.1

QUALIFICATIONS AND LIMITATIONS

A. The Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. The TI is not responsible for the means and methods of construction or for related safety precautions and programs.

B. It is understood that by the firm performing any inspections, that in no way is the Construction Manager, relieved of their duty to construct per the approved permitted plans; as clearly indicated in Florida Statutes 553.79 (5) (a)... "The contractor's contractual or statutory obligations are not relieved by any action of the special inspector".

C. Please note that the attached 2021 Hour Billing Rates for Threshold Inspections is for services performed in accordance with the scope of services detailed above.

D. PURSUANT TO SECTION 558.0035 F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT (TT) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED (INCREASED FONT SIZE PER FLORIDA STATUTE).

EXHIBIT A-1.1

2021 HOURLY BILLING RATES
THRESHOLD INSPECTIONS

TITLE	HOURLY BILLLING RATE	OVERTIME RATE
PRINCIPAL- SPECIAL (THRESHOLD) INSPECTOR	$225.00	NA
INSPECTION QA/QC OR PROJECT MANAGER	$155.00	NA
AUTHORIZED INSPECTOR'S REPRESENTATIVE	$105.00	$157.50
ADMINISTRATIVE	$75.00	NA

Sixth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Sixth Amendment ("Sixth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Watermain Extension	$10,920	(0.2%)
Threshold Inspection	$127,900	(2.6%)
Electrical Design – Irrigation Pump	**$5,200**	**(0.1%)**
Reimbursable Expenses	$50,000	(1.0%)

4. 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 Sixth Amendment.

5. Conflicting Terms. In the event the terms of this Sixth Amendment conflict with those of the Project Agreement, the terms of this Sixth Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

6. Captions. The captions of this Sixth 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 Sixth Amendment.

7. Effective Date. This Sixth Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

SIXTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Sixth Amendment on the respective dates under each signature: The City, signing by and through its Utilities Director, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Timothy Welch

8th day of September, 2021.

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Young Song, President

TITLE: President

23 day of August, 2021

AUTHENTICATE:

_____
Signature

ROBERT CASTROVINCI, PROJECT ARCHITECT
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

Seventh Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Seventh Amendment ("Seventh Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

R.C.
7/5/22

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

WHEREAS, a Sixth Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

WHEREAS, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

WHEREAS, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibits A and A-1.

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 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A-1, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$5,012,376~~ **$5,042,101.**

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475	(1.0%) ~~(8.0%)~~
Demolition	$48,500	(0.9%) ~~(1.0%)~~
City Hall	$2,173,307	(43.2%) ~~(43.4%)~~
Parking Garage	$776,949	(15.4%) ~~(15.5%)~~
Garage Occupiable Space	$55,000	(1.0%) ~~(1.1%)~~
Water Park	$54,960	(1.0%) ~~(1.1%)~~
Amphitheater Expansion	$252,900	(5.0%) ~~(5.1%)~~
Civic Center Theater Study	$56,100	(1.2%) ~~(1.1%)~~

R.C.
7/5/22

Site Work – Campus wide	$877,700	(17.4%) ~~(17.5%)~~
Plat Determination	$4,000	(0.1%)
Mass Transit Coordination	$6,500	(0.15%)
Additional Surface Parking	$69,500	(1.35%) ~~(1.4%)~~
Wetland Mitigation	$30,000	(0.6%) ~~(0.5%)~~
Temporary Parking during construction	$5,000	(0.1%)
Army Corps of Engineers Submittal	$7,465	(0.15%)
Watermain Extension	$10,920	(0.35%) ~~(0.2%)~~
Threshold Inspection	$127,900	(2.5%)
Electrical Design – Irrigation Pump	$5,200	(0.1%)
Architectural, MEP and IT Changes	**$29,725.00**	**(0.6%)**
Reimbursable Expenses	$50,000	(1.0%)

4. Project Agreement is hereby amended to add Section 8 – Foreign Gifts and Contracts. Add language underlined as follows:

SECTION 8 FOREIGN GIFTS AND CONTRACTS

8.1 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.

5. Exhibits "A" and "A-1" – Scope of Services in the Project Agreement and its amendments are hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this Seventh Amendment.

6. Conflicting Terms. In the event the terms of this Seventh Amendment conflict with those of the Project Agreement or its amendments, the terms of this Seventh Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

R.C.
7/5/22

7. Captions. The captions of this Seventh 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 Seventh Amendment.

8. Effective Date. This Seventh Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

R.C.
7/5/22

SEVENTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Seventh Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD SMD 8/15/22 8/23/22

By: _____ for
Mark S. Lubelski, P.E., City Manager

26th day of August, 2022.

JMW 7/12/22

R.C. 7/5/22

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____

Robert Castrovinci, AIA, NCARB

TITLE: Principal/Treasurer

5 day of July, 2022.

AUTHENTICATE:

_____

Signature

Jill Lanigan, Principal / Secretary

Print Name and Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT A-1

April 28, 2022
Updated 5/2/2022
Updated 6/9/2022

City of Sunrise
Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise. FL 33325

RE: Sunrise Municipal Complex
Owner Changes
Additional Services Fee Amendment #7R2

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide the Architectural, Mechanical, Plumbing, Electrical and AV redesign of various areas of the City Hall building. Design changes include:

TASK I: $3,080

Electrical & Architectural meetings and plan changes required for coordination with City's furniture vendor.

- A meeting was held on-site on January 11, 2022 with the Electrical engineer, CBI, Ownership & Song to coordinate the Electrical & Architectural needs of the City provided furniture.
- Modifications required plans revisions and Building Department review and were issued as Revision 9.
- Refer to Attachment 1 for meeting minutes from the January 11, 2022 meeting.

TASK II: $5,600

Electrical & data meetings and plan changes required for coordination with the City's IT changes.

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

TASK III: $17,920

Architectural, Electrical, Data, Mechanical, Plumbing, FP/FA and AV changes required for coordination with the Owner requested space changes and Chamber modifications:

a. 1st floor: Secured Workroom 132 & MDF Room 105 were modified to provide an entry vestibule.
    - Provide Mechanical, Electrical, Interior, Architectural & Life Safety plans to modify the MDF & Secured Workroom to include a shared vestibule.

b. 2nd floor: Recording Room is being moved to the 4th Floor, this space is now a Storage Room.
    - Provide Interior, Architectural and Life Safety plans to convert previous recording room to a storage room.

c. 3rd floor: The Storage Room next to the elevator is being converted to a Mother's Room. Sink, counter, refrigerator power and convenience outlet required.
    - Provide Mechanical, Plumbing, Electrical, Interior, Architectural & Life Safety plans for the new Mother's Room.

d. 4th floor: New Recording Room 485 layout.
    - Provide Mechanical, Electrical, Architectural and Life Safety plans for the new location.
    - Develop design approaches for the acoustic environment for the Recording Room. This shall include room configurations; volume; wall and ceiling assembly; and reverberation criteria.
    - Participate in up to 2 meetings/working sessions during the design process relating to room acoustics and sound isolation.
    - Provide functional specifications, and other documentation to assess acoustical aspects of the design for the Recording Room relocation.

e. Chamber AV Modification:
    - Provide Electrical, Architectural, AV & Life Safety plans.
    - Attend two coordination meetings with the City's AV department.
    - Review the viability of a variety of proposed modifications provided by the Owner on March 7, 2022.
    - Coordinate the addition of AV controls to the left and right side of the dais.
    - Review the potential of adding displays on the sidewalls of the chambers.
    - Review the potential of using 70" monitors instead of 98" at the dais.
    - Research and provide new product options for larger screen options at the dais.
    - Modify the Overflow Room projector and screen system to a large wall mounted display system.
    - Upsize the previously approved panel and all related components.
    - Add UPS back up to AV requested by the Owner.
    - Research and provide updated Product Data Sheets and Specification to address the changes.
    - See attached Exhibit A for additional details on AV changes discussed.

EXHIBIT A-1

Additional Services Fee Amendment
#7R2

Sunrise Municipal Complex – Owner Changes
April 28, 2022 Revised May 2, 2022 Revised June 9, 2022

TASK IV: $3,125

Electrical & Architectural meetings and plan changes required for coordination with City's additional UPS requests. Per May 10, 2022 e-mail from Marinelly Frias, the areas/systems listed below require UPS back-up. Task IV was previously submitted as Additional Service Request #8 which is now VOID.

- IDF rooms – Servers
- Commission Chambers – Dais, AV Equipment Room
- Green Room,
- Overflow
- One Stop
- Security system (by Other)
- Fire Alarm (By Others)
- Metasis Controller
- Cashiers at the second-floor lobby counter. (Will provide a 3KW UPS free standing tower for these 4 stations)
- Offices 363, 365, 366
- Payroll Work and Offices
- Training Room 2 (423)
- Recording Room and Open Shell
- Rooms; 571, 572, 556, 575 567, 553, 552, 550, 551, 561
- Das System (by Others)
- Offices 547, 525, 526, 527, 528, 529, 530
- Office 477
- Security Desk (Confirm location with room number please)

Proposal includes addressing permit revision comments.

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Contract Amount	$ 5,012,376.00	
Additional Service Fee Amendment #7		$ 29,725.00
Proposed Revised Contract Amount		**$ 5,042,101.00**

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Leila A Rouady, RA, CGC
Song + Associates, Inc.
Project Executive/Senior Architect

cc: Jo Ann Brent, S+A, File

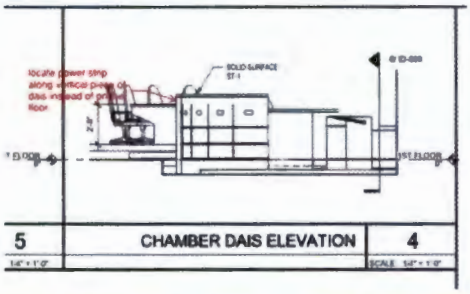
Accepted By:_____ Title:_____

Print Name:_____ Date:_____

CC AV meeting 3/18/22

Friday, March 18, 2022 3:30 PM

1. Commission chambers – The Commissioner's desk area shows the power located on the floor. We have reviewed and would prefer that a power strip be provided on the vertical piece of the desk in front of the commissioner's chairs. Or as recessed piece(refer to link in item 12.
   a. 3/18 - Dais and side desks will require changes to accommodate monitors, microphones and an control boxes. Do we need all 9 seats at Dais? Do we need to add microphones and is City attorney and Clerk having a monitor on their desk as well?
   b. Meeting with IT schedule for to determine the spaces needed at the Dais.
      i. 3/21 all 9 spaces at Dais will be utilized. 5 commissioners, City Manager and assistant, City Attorney and assistant. Provid e monitors and microphones for each space. Provide 2 additional mics for the 2 side spaces. For City clerk, will need to provide power to connect 2 (IT Provided) monitors, AV control box should be located to right side. Provide 3 ethernet ports, phone for left and right side desks.
      ii. 3/21 Large advisory board desk will not be provided between podiums
      iii. 3/21 verify with CMO the need for building pager.
      iv. 3/21 recording room relocation - option to relocate to 4th floor.
   c. Provide space for spare conduit for future technology changes underneath dais. 3/21 Approved by Alan
   d.



2. AV control should be provided for the City clerk's desk (right side of the dais). Please confirm.

ED+A Reply – There is not currently an AV panel near the City Clerk's desk as you have located it. The panel can be added and a control to uchpanel provided as a change to the system. Are there other capabilities which are needed there, like a microphone?

   a. Per Hector Perez City Clerk will need control. City Clerk control panel will need to be added.

3. Floor box centered between the 2 podiums? Should there not be 1 per podium?

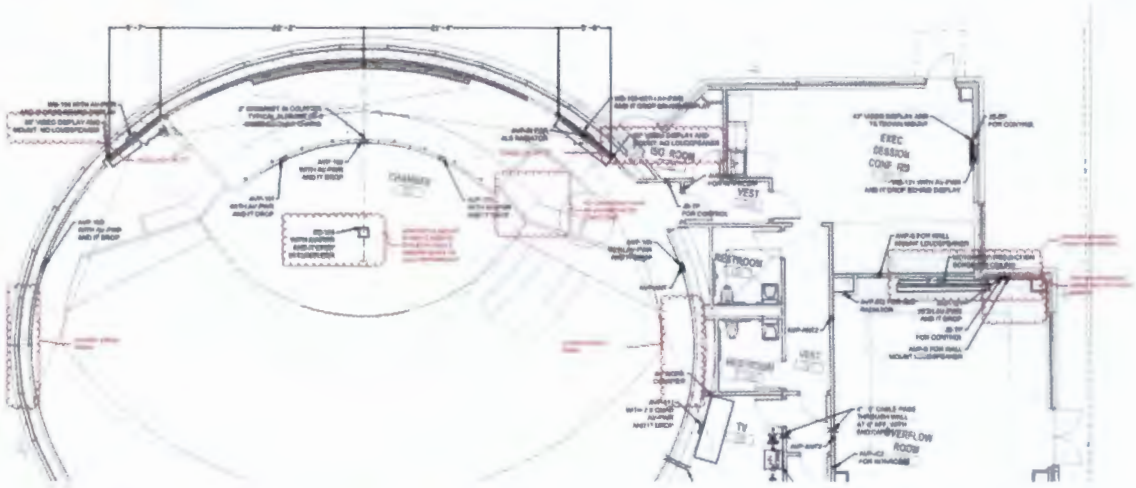
ED+A Reply – As we initially designed the system, there was only one podium in the middle, so that was how the system was designed. Later, when the two podiums were shown the system was boxed in because the video inputs were already used, so we left the single box approach which could serve either or both podiums, or people sitting at a central table as was originally shown. This design will be difficult to change now if the concrete for th e floor is already poured. If not, we could change to two or three floor boxes. There are currently 3 wired microphone jacks in FB-104 and there are also 4 wireless channels for the chamber which can be used there. Please refer to AV-10 which shows all of the AV connections in the floor box.

   a. Design will be 2 podiums, it will be hard to find a box as early as next week in time for the pour. Stiles will need to box out, the priority with Leila is to call out for the conduit, approval from Alan needed meeting schedule for 3/21 at 9am to review the work with Leila. Would we need a center table between the podiums in the future?

4. Provide displays for the sidewall of the chambers. We do not feel that this will be architecturally "attractive". They are looking to use the two additional monitors so the Commissioners can view the images from their chairs. Will the large 98" monitors provide them a good view with a slight twist in their chairs? If added, what size would the requested monitors need to be to provide viewing from the dais?

ED+A Reply – The 98" displays have been a central part of the design from the beginning. They can be used in multiple ways and should be a very nice feature for running council meetings. They were primarily seen as ways for the audience members to see documents, or to be used for image magnification of council members or people speaking at the podiums. Council members on the sides should be able to turn easily to the video display on the opposi te wall to see what is being shown there. It would be least convenient for the council members near the middle, who would have to turn further to the side. But, it was intended that the council members would see video on the smaller screens in front of them and not necessarily turn to see the large displays on the wall.

   a. This item need further discussion, we will keep the 98" monitors in the front. AV vendor will review request to add side monitors, the wall of the chamber are wood panels: opt 1 ceiling drop, opt 2 wall arm, opt 3 drop down monitors; out of the box solutions is back seat monitors and handheld devices.



5. Smaller displays at chambers front wall (70" instead of 98") We are discouraging this. They are discussing internally.

ED+A Reply – As shown on AV-3, the effective viewing distance for the 98" displays is already not quite reaching the back of the chamber. We would not re commend reducing the size of the size of the displays for this space.

   a. Will keep 98" and will review the option to add side monitors: CP believes 98" monitors are sufficient, consider moving ADA spaces forward.
      i. Provide a mounting arm on side walls.
      ii. Provide removable panel to install arm if additional monitors are needed.
      iii. Dropped down steel support for ceiling mounted
         1) https://www.tvlift.com/tv-lifts/drop-down-tv-lifts/model-l-75ix/
         2) https://activateddecor.com/product/telelift-m-385-mr-drop-down-tv-lift/

6. Commissions' desk monitors to be larger than10" consider 17" This is very important to them. Can this be provided? Are they recessed in the countertop? They do not want their view blocked.

ED+A Reply – We had hoped to integrate council member monitors into a sloped section of the desk. That shaping never appeared in architect ure, so we removed it from our drawing. Also, please note that the monitors use SDI video inputs as shown on AV-8. So, you can not just substitute standard computer monitors for them. This was done to reduce the total number of video outputs in the system. The central monitor has its own signal and can be different than the others.

   a. 3/18 per notes the 10" vertical will allow 20" diagonal. Song will need to revise casework to accommodate requirements for integrated monitors. This was requested by ownership, but was not provided in plans and requires coordination with AV vendor.

7. There Should be power at the department director's desk.

ED+A Reply – We are not sure about the location of that desk, but all power receptacles not specifically for AV equipment are specified by the project's electrical engineer and not shown in the AV system.

   a. Coordinated with Electrical - provide pop up charger/power connection similar to item 12.

8. There should be a floor box for the podium in the overflow room.

ED+A Reply – We generally avoid floor boxes as much as possible because they are expensive and difficult to coordinate. They also tend to limit the possible room setups based on the floor box location. In the Overflow Room, we provided AV connections at AVP-121 on the wall to which microphones and video sources can be connected.

   a. The intent is to have cable control. There will be a mobile podium in this room explain how the AV will connect to wall from podium.

9. The camera in the overflow room will switch locations to capture a person standing at the podium and the public. Please confirm.

ED+A Reply – The camera on the back wall of the Overflow Room is fixed to that location. It is a remote-controlled PTZ camera like those in the council chamber. If you would sometimes like to use a second camera in the Overflow Room, you could connect a camera to the HDMI input at AVP-121 (instead of a computer) and thereby get an additional video input into the matrix from the Overflow Room.

   a. The intent is to view the podium from the front not from the back. The camera needs to be located so it can view the person on the podium and the public.

10. Should we provide a display instead of a projector in the overflow room? They are reluctant to use the projector/screen system. Is it ok to proceed with a monitor screen? If yes, what size is recommended?

ED+A Reply – We specified a screen and projector because the viewing distance to the screen is up to 30' and this is a primary viewing sur face, rather than in the Council Chamber, where the screens are supplemental. For that viewing distance the screen should be at least 5' vertical and the 98" video displays are 4' vertical. The 98" is the largest size which it is practical to obtain and afford. Also, we did not think that the Overflow Room would alway s be used with video, so staring at a huge back screen at the front of the room is not very attractive. There is also a jog in the front wall of the Overflow Room which presents a challenge to the mounting of a large display on it.

   a. 3/18 - AV vendor recommends projector.
   b. 3/21 Follow up with IT - Preference is 98" monitor.

11. Dais section does not show an area for recessed monitors for the commissioners, we prefer 17" monitors. Please confirm this will be provided. Same as item 6.

ED+A Reply – We are attaching AV-5 issued on 1/13/2021, which shows our recommendation for an angled desktop. That design was later removed when it did not appear in the plans. The 10" vertical of the monitor which is shown would result in a 20" diagonal monitor (16:9 format). So, a 17" monitor would fit in this design. The actual monitor which has been specified has a 15.6". A good 17" SDI monitor would be the Marshall V-LCD17HR, which can be mounted to millwork/racks or freestanding. Regardless of the monitors, some additional coordination with the millwork design is needed. .

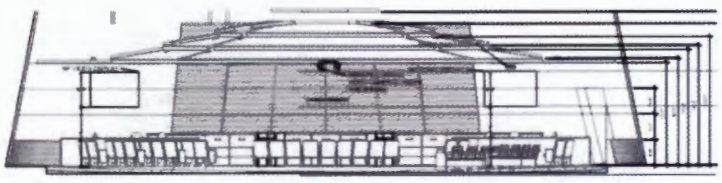
   a. See note 6

12. Preferred power for the Dais and the director's desk is recessed. https://urldefense.com/v3/__https://www.socalelectric.com/products/wireless-charging-kitchen-counter-pop-up-with-15a-gfi-receptacle-2-usb-ports__;!!LgG0PTFepw!GjG0DjWvjIp4Zf4cIOpcfCN-q_Je_FrmXIp85q-FjHF3BUGOA_n7MAn0TSsF1haQyfI$ Can you provide a recommended unit or is the from the Electrical EOR?

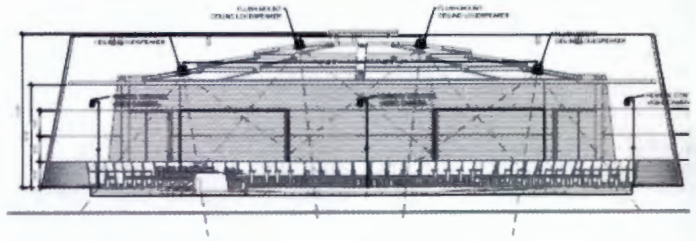
ED+A Reply – Devices such as the one you have recommended would need to be included in the millwork specification for the desk by the architect. AV has recommended that receptacles be located under the desk and grommets provided for each council member so that monitor power and a microphone cable could be routed from beneath the desk to the surface at the back of the desk. That is to reduce clutter and power supplies on the desk itself. But certainly there will be personal devices on the desk which may need power via USB or standard outlets. Your sketch below shows outlets on the vertical desk railing, but the device you are recommending is intended to mount into the top surface of the desk and be retractable.

   a. Update millwork to allow for power charger on desk.

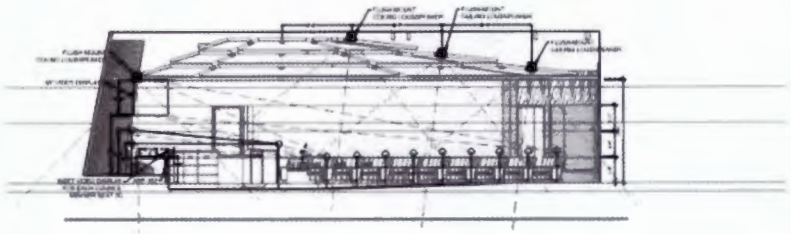
13. 3/18 - AV vendor has to update plans to accommodate changes to the equipment, additional microphones, monitors and allow for future growth of AV. Install additional conduit below dais to future growth.
14. 3/18 - 2 video transmitters required since we have 2 podiums. Song to coordinate with vendor of the correct layout.
15. 3/18 - Location of recording room. 3/21 - email sent to Alan for review with CMO
16. 3/18 - Discussed building paging system
17. 3/21 - Are Chamber podiums movable?
18. 3/18 - Notify Stiles of changes required. S+A to coordinate conduit requirements with Stiles.



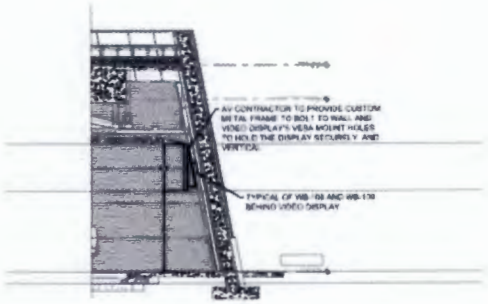
COUNCIL CHAMBER FRONT TRANSVERSE SECTION
3/16" = 1'-0"



COUNCIL CHAMBER TRANSVERSE SECTION REAR WALL
3/16" = 1'-0"



COUNCIL CHAMBER LONGITUDINAL SECTION
3/16" = 1'-0"



ENLARGED SECTION AT VIDEO DISPLAY
1/2" = 1'-0"

AV-5
Sections

Eighth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Eighth Amendment ("Eighth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

WHEREAS, a Sixth Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

WHEREAS, a Seventh Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

WHEREAS, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

WHEREAS, the parties wish to amend the Project Agreement to add the 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 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$5,042,101~~ **$5,050,351.**

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475	7.9% ~~(1.0%)~~
Demolition	$48,500	1.0% ~~(0.9%)~~
City Hall	$2,173,307	43.0% ~~(43.2%)~~

Parking Garage	$776,949	15.4%
Garage Occupiable Space	$55,000	1.1% ~~(1.0%)~~
Water Park	$54,960	1.1% ~~(1.0%)~~
Amphitheater Expansion	$252,900	5.0%
Civic Center Theater Study	$56,100	1.1% ~~(1.2%)~~
Site Work – Campus wide	$877,700	17.4%
Plat Determination	$4,000	0.1%
Mass Transit Coordination	$6,500	0.1%
Additional Surface Parking	$69,500	1.4% ~~(1.35%)~~
Wetland Mitigation	$30,000	0.6%
Temporary Parking during construction	$5,000	0.1%
Army Corps of Engineers Submittal	$7,465	0.1% ~~(0.15%)~~
Watermain Extension	$10,920	0.2% ~~(0.35%)~~
Threshold Inspection	$127,900	2.5%
Electrical Design – Irrigation Pump	$5,200	0.1%
Architectural, MEP and IT Changes	$29,725.00	0.6%
Electrical–Low Voltage and Roof VE	**$8,250.00**	**0.2%**
Reimbursable Expenses	$50,000	1.0%

5. Exhibits "A" – Scope of Services in the Project Agreement and its amendments are hereby amended to add the services as described in Exhibit "A" which is attached hereto and incorporated in this Eighth Amendment.

6. Conflicting Terms. In the event the terms of this Eighth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Eighth Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

7. Captions. The captions of this Eighth 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 Eighth Amendment.

8. Effective Date. This Eighth Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

EIGHTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Eighth Amendment on the respective dates under each signature: the City, signing by and through its Director of Utilities, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Tim Welch, P.E., Director of Utilities

2nd day of February, 2023.

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Robert Castrovinci, AIA, NCARB

TITLE: Principal/Treasurer

23 day of JANUARY, 2023

AUTHENTICATE:

_____
Signature

JILL LANIGAN, SECRETARY
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

_____

Youn Lee

宋

EXHIBIT A

November 8, 2022

City of Sunrise Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise. FL 33325

RE: Sunrise Municipal Complex
Owner & Contractor Request
Additional Services Fee Amendment #8

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide the Architectural, Mechanical, Plumbing, Electrical and AV redesign of various areas of the City Hall building. Design changes include:

TASK I: $4,950.00

Mechanical, Electrical & Plumbing meetings and plan changes required for coordination of the deviation from the Contract documents for the elevator and roof top equipment.

Mechanical, Electrical & Plumbing Redesign	$4,500.00
Architectural Redesign	No Charge
Oversight/Management Fee (10%)	$ 450.00

TASK II: $3,300.00

Electrical plan changes for the coordination with the City's low voltage infrastructure locations as required by the Building Department and the integration of the new UPS added to support select AV components in the Chamber.

Mechanical, Electrical & Plumbing Redesign	$3,000.00
Oversight/Management Fee (10%)	$ 300.00

Proposal include addressing permit revision comments.

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark
Drive North West
Palm Beach, Florida
33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Contract Amount		$ 5,042,101.00
Additional Service Fee Amendment #8		**$ 8,250.00**
Proposed Revised Contract Amount	**$**	**5,050,351.00**

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Leila A Rouady, RA, CGC Song + Associates, Inc.
Project Executive/Senior Architect

cc: Jo Ann Brent, S+A, File Attachment 1

Ninth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Ninth Amendment ("Ninth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

WHEREAS, a Sixth Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

WHEREAS, a Seventh Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

WHEREAS, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

WHEREAS, an Eighth Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

WHEREAS, on February 3, 2023, the parties exercised the second one-year renewal which expires on March 27, 2024; and

WHEREAS, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

WHEREAS, the parties wish to amend the Project Agreement to add the 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 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$5,050,351~~ **$5,078,351.**

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475	7.9%
Demolition	$48,500	1.0%
City Hall	$2,173,307	42.8% ~~(43.0%)~~
Parking Garage	$776,949	15.3% ~~(15.4%)~~
Garage Occupiable Space	$55,000	1.1%
Water Park	$54,960	1.1%
Amphitheater Expansion	$252,900	5.0%
Civic Center Theater Study	$56,100	1.1%
Site Work – Campus wide	$877,700	17.3% ~~(17.4%)~~
Plat Determination	$4,000	0.1%
Mass Transit Coordination	$6,500	0.1%
Additional Surface Parking	$69,500	1.4%
Wetland Mitigation	$30,000	0.6%
Temporary Parking during construction	$5,000	0.1%
Army Corps of Engineers Submittal	$7,465	0.1%
Watermain Extension	$10,920	0.2%
Threshold Inspection	$127,900	2.5%
Electrical Design – Irrigation Pump	$5,200	0.1%
Architectural, MEP and IT Changes	$29,725.00	0.6%
Electrical–Low Voltage and Roof VE	$8,250.00	0.2%
Amphitheater AV Changes	**$28,000.00**	**0.6%**
Reimbursable Expenses	$50,000	1.0%

5. Exhibits "A" – Scope of Services in the Project Agreement and its amendments are hereby amended to add the services as described in Exhibit "A" which is attached hereto and incorporated in this Ninth Amendment.

6. Conflicting Terms. In the event the terms of this Ninth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Ninth

Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

7. Captions. The captions of this Ninth 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 Ninth Amendment.

8. Effective Date. This Ninth Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

NINTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Ninth Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mark S. Lubelski, P.E., City Manager

SFD 4/5/24

_____ day of _____, 2024.

CONSULTANT

SONG & ASSOCIATES, INC

By: _____
Robert Castrovinci, AIA, NACRB

TITLE: Principal / Treasurer

14 th day of March, 2024.

AUTHENTICATE:

_____
Signature

Principal / President
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

_____

Principal / Secretary

EXHIBIT A

October 25,2023
Revised 10/27/2023

City of Sunrise Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise. FL 33325

RE: Sunrise Municipal Complex
Additional Services Fee Amendment #9
Owner Requested Amphitheater A/V & Theater Equipment Modifications

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide the A/V and Theater Equipment design and Architectural coordination required modifications requested by the Owner for the Amphitheater. The Client shall provide the design team with the full project scope and program which will dictate the design objectives, constraints, criteria and budget.

The Scope will include modifications to the Audio/Video systems, the Theatrical Rigging system, the Theatrical Stage Lighting system and Architectural coordination. It is the understanding that the design drawings will be provided for the Rigging & Lighting for future Owner purchase and installation. Mechanical & Electrical scope is currently not included, but if needed, can be provided after Ownership scope & plan approval.

Per meetings with Ownership, Architect and Construction Manager, AV and Theater Equipment will be modified in the Contract Document Drawings to address the following items:

- Add notes to make CAT 6A the basis for all computer cabling for both the AV and Theatre Equipment.
- Work with the Architect to lay out the Front of House (FOH) Mix position for the Audio Mixing and Performance Light Control Consoles.
- Include design work for 3 underground PVC cable passes that run to the Stage.
- Work to integrate the various signal panels in the FOH for AV and Lighting.
- Confirm the wiring layout for the main Rack Room.

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark
Drive North West
Palm Beach, Florida
33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

- Change the Digital Mixing Console from Digico to another brand favored by the Technical staff. This has implications in terms of the wiring of the AV system. The Design of the main AV riser will need to be heavily modified as a result.

- Modify the Theatrical Truss system to a new system favored by the technical staff. Doing this has implications for the design of the chair hoist system, the performance lighting power, and the rigging.

- Provide AutoCAD drawings of the modified system once the design work is completed.

Audio/Video Systems	$5,000.00
Theatrical Rigging System	$9,000.00
Theatrical Stage Lighting System	$6,000.00
Architectural Redesign	$6,000.00
Oversight/Management Fee (10%)	$2,000.00
Mechanical & Electrical Redesign	$ Not incl.
TOTAL	$28,000.00

Proposal include addressing permit revision comments.

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Contract Amount	$ 5,050,351.00	
Additional Service Fee Amendment #9		**$ $28,000.00**
Proposed Revised Contract Amount		**$ 5,078,351.00**

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Leila A Rouady, RA,
CGC Song +
Associates, Inc.
Project Executive/Senior Architect

Tenth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Tenth Amendment ("Tenth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

WHEREAS, a Sixth Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

WHEREAS, a Seventh Amendment to Standard Project Agreement ("Seventh Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

WHEREAS, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

WHEREAS, an Eighth Amendment to Standard Project Agreement ("Eighth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

WHEREAS, on February 3, 2023, the parties exercised the first one-year renewal which expires on March 27, 2024; and

WHEREAS, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

WHEREAS, a Ninth Amendment to Standard Project Agreement ("Ninth Amendment to Project Agreement") for Architectural and Engineering Services sound and lighting system associated with the Amphitheater portion of the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2024; and

WHEREAS, the parties wish to amend the Project Agreement to add the 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 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$5,078,351~~ **$5,108,101.**

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Programming and Concept Design	$400,475	7.8 ~~7.9~~%
Demolition	$48,500	0.9 ~~1.0~~%
City Hall	$2,203,057 ~~$2,173,307~~	43.1 ~~42.8~~%
Parking Garage	$776,949	15.2 ~~15.3~~%
Garage Occupiable Space	$55,000	1.1%
Water Park	$54,960	1.1%
Amphitheater Expansion	$252,900	5.0%
Civic Center Theater Study	$56,100	1.1%
Site Work – Campus wide	$877,700	17.2 ~~17.3~~%
Plat Determination	$4,000	0.1%
Mass Transit Coordination	$6,500	0.1%
Additional Surface Parking	$69,500	1.4%
Wetland Mitigation	$30,000	0.6%
Temporary Parking during construction	$5,000	0.1%
Army Corps of Engineers Submittal	$7,465	0.1%
Watermain Extension	$10,920	0.2%
Threshold Inspection	$127,900	2.5%
Electrical Design – Irrigation Pump	$5,200	0.1%
Architectural, MEP and IT Changes	$29,725.00	0.6%
Electrical–Low Voltage and Roof VE	$8,250.00	0.2%
Amphitheater AV Changes	$28,000.00	0.5 ~~0.6~~%
Reimbursable Expenses	$50,000	1.0%

5. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to add the services as described in Exhibit "A" which is attached hereto and incorporated in this Tenth Amendment.

6. Conflicting Terms. In the event the terms of this Tenth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Tenth Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

7. Captions. The captions of this Tenth 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 Tenth Amendment.

8. Effective Date. This Tenth Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

TENTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Tenth Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD 5/10/24

By: _____
Mark S. Lubelski, P.E., City Manager

13 day of May, 2024.

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Robert Castrovinci, AIA, NACRB

TITLE: President

2ND day of MAY, 2024.

AUTHENTICATE:

_____
Signature

Youn Lee, Principal
Print Name and Title

(CORPORATE SEAL)

SONG & ASSOCIATES, INC. CORPORATE 1998 SEAL FLORIDA

WITNESSES:

_____

_____
Lisa Centeno

EXHIBIT "A"

November 14, 2023
Revised May 9, 2024

Via Email

City of Sunrise
Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

RE: Sunrise Municipal Complex
Additional Services Fee Amendment #10
Owner Requested Commission Chamber Dais Changes

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide requested changes as noted in this Exhibit 'A' which represents the City's comments and requests to our proposed design sketches and options.

Per meetings with Ownership, Architect and Construction Manager, the Dais will be modified in the Contract Document Drawings to address the following items:

- The number of seats will be reduced from 9 to 7.
- The transaction counter height will be reduced to 7" above the work surface.
- Dais monitors will be removed and connections for a large screen monitor in the back of the chamber will be provided. The Owner will select and purchase the monitor of their choice.
- Electrical quad outlets, 1 above and 1 below the dais will be relocated to each seat position. Outlets at counter height will have 1 USB-A and 1 USB-C for each position.
- 1 electrical quad outlet will be added to the dais end/wing walls.
- Smaller under counter supports will be provided and respaced per the 7 seat positions.
- Undercounter hooks will be provided for small bags and purses.
- Bullet resistant material at the front of the dais.
- An addition pathway and connection will be provided on the south wall for a camera dedicated to an American Sign Language person.

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

- Modify staff seating and fixed visitor seating and update the seating capacity per the sketches emailed to me on 4/24/24.
- A product specification package will be developed for specialty theatrical lighting to be mounted.
- Specify a large monitor to be mounted along the back wall of the chamber and provide power and data.
- Modify the front staff desk to include a flip up counter-top for awards

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Architectural	$	17,600.00
Electrical	$	5,750.00
Specialty Lighting and AV Equipment	$	6,400.00
TOTAL	$	29,750.00

II. ADDITIONAL SERVICES

Services not included in this proposal but offered by this design team for Owner consideration include:

1. Detailed Renderings and Models
2. Redesign of Podiums
3. Cost Estimates

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal or a City issued purchase order will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Robert Castrovinci, AIA, NCARB
Song + Associates, Inc.
Principal

CITY CLERK
CITY OF SUNRISE
2025 JAN 21 AM 9:35

SUNRISE, FLORIDA

RESOLUTION NO. 17-14-25-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "ELEVENTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND SONG & ASSOCIATES, INC." FOR THE NEW CITY HALL AND MUNICIPAL CAMPUS IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2017, the City Commission approved a Standard Project Agreement with Song & Associates, Inc., as amended, for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements project; and

WHEREAS, additional services are required to complete the Project due to the extended duration of the project schedule, inflation, and additional sitework phasing to address Broward County permitting requirements; and

WHEREAS, City staff have determined that an Eleventh Amendment to the Standard Project Agreement is necessary to complete the Project and have negotiated a fee with Song & Associates, Inc., which staff finds to be fair and reasonable.

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

Section 1. An "Eleventh Amendment to Standard Project Agreement between the City of Sunrise and Song & Associates, Inc." (Eleventh Amendment) for the New City Hall and Municipal Campus Improvements Project is hereby approved. A copy of the Eleventh Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Eleventh Amendment.

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

PASSED AND ADOPTED this 14TH DAY of JANUARY, 2025.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: KERCH
SECOND: SCUOTTO

CLARKE: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

CITY CLERK
CITY OF SUNRISE

2025 FEB 24 AM 10: 28

Eleventh Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.

This Eleventh Amendment ("Eleventh Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

WHEREAS, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

WHEREAS, a Sixth Amendment to Standard Project Agreement ("Sixth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

WHEREAS, a Seventh Amendment to Standard Project Agreement ("Seventh Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

WHEREAS, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

WHEREAS, an Eighth Amendment to Standard Project Agreement ("Eighth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

WHEREAS, on February 3, 2023, the parties exercised the second one-year renewal which expires on March 27, 2024; and

WHEREAS, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

WHEREAS, a Ninth Amendment to Standard Project Agreement ("Ninth Amendment to Project Agreement") for Architectural and Engineering Services sound and lighting system associated with the Amphitheater portion of the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2024; and

WHEREAS, a Tenth Amendment to Standard Project Agreement ("Tenth Amendment to Project Agreement") for Architectural and Engineering Services related to modifications to the audiovisual system in the amphitheater in the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 13, 2024; and

WHEREAS, the parties wish to amend the Project Agreement to add the 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 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~$5,108,101~~ **$5,348,101.**

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Task	Fee Amount	Percentage
Programming and Concept Design	$400,475	7.5 ~~7.8~~%
Demolition	$48,500	0.9%
City Hall	$2,319,419 ~~$2,203,057~~	43.4 ~~43.1~~%
Parking Garage	$813,308 ~~$776,949~~	15.2%
Garage Occupiable Space	$55,000	1.0 ~~1.1~~%
Water Park	$54,960	1.0 ~~1.1~~%
Amphitheater Expansion	$266,121 ~~$252,900~~	5.0%
Civic Center Theater Study	$56,100	1.0 ~~1.1~~%
Site Work – Campus wide	$951,758 ~~$877,700~~	17.8 ~~17.2~~%
Plat Determination	$4,000	0.1%
Mass Transit Coordination	$6,500	0.1%
Additional Surface Parking	$69,500	1.3 ~~1.4~~%
Wetland Mitigation	$30,000	0.6%
Temporary Parking during construction	$5,000	0.1%
Army Corps of Engineers Submittal	$7,465	0.1%
Watermain Extension	$10,920	0.2%
Threshold Inspection	$127,900	2.4 ~~2.5~~%
Electrical Design – Irrigation Pump	$5,200	0.1%
Architectural, MEP and IT Changes	$29,725.00	0.6%

Electrical–Low Voltage and Roof VE	$8,250.00	0.2%
Amphitheater AV Changes	$28,000.00	0.5%
Reimbursable Expenses	**$50,000**	**0.9 ~~1.0~~%**

5. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to add the services as described in Exhibit "A" which is attached hereto and incorporated in this Eleventh Amendment.

6. Section 6.1.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

6.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until March 31, 2026. ~~for a period of five (5) years from the date of execution hereof, unless and until terminated pursuant to Section 6.2 or 6.3 or other applicable sections of this agreement. Unless otherwise terminated, the OWNER'S Capital Projects Director may extend the term of this Agreement through written notification to the CONSULTANT thirty (30) days prior to the expiration of the term. Such extension shall not exceed three (3) one-year terms.~~ No further extensions of this Agreement shall be effective unless authorized by City Commission action.

7. Conflicting Terms. In the event the terms of this Eleventh Amendment conflict with those of the Project Agreement or its amendments, the terms of this Eleventh Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

8. Captions. The captions of this Eleventh 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 Eleventh Amendment.

9. Effective Date. This Eleventh Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

ELEVENTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Eleventh Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

21st day of ~~December~~ February, 2024 2025.

AUTHENTICATION:

_____
City Clerk
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Robert Castrovinci, AIA, NACRB

TITLE: ~~President~~ TREASURER/PARTNER

25TH day of NOVEMBER, 2024.

AUTHENTICATE:

_____
Signature

Youn Lee / President
Print Name and Title

SONG & ASSOCIATES, INC. CORPORATE 1998 SEAL FLORIDA

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT 'A'

May 14, 2024
Revised October 30, 2024

City of Sunrise
Alan Gavazzi, AIA
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise. FL 33325

RE: Sunrise Municipal Complex
Additional Services Due to Additional Time
Additional Services Fee Amendment #11

Dear Alan:

Song + Associates, Inc. respectfully requests approval of this Additional Service for our design team's time expenditures beyond what was established at the onset of this project. We entered into an agreement with the City on March 28, 2017. Our understanding at that time was that construction for City Hall would be completed in about 18 months and the entire project within 3 years from the City providing a Notice to Proceed. Construction started on August 26, 2021, and City Hall was considered substantially complete on September 29, 2023 (25 months). To date, we are not aware that a Final Completion has been established for City Hall. As for the remainder of the project, the latest projected final completion dates are April 22, 2025, for the Amphitheater and May 6, 2025, for the Parking Garage. The following is a synopsis of the Additional Services incurred or expected to be incurred.

Additional Basic Services Due to Additional Time (Architecture/Structure/MEP)

In addition to the extended timeline, our entire team of consultants has incurred escalation costs in the form of higher staff labor rates and operational costs. We are requesting additional compensation to accommodate the above. The additional fee is calculated as follows.

- 5% increase for each year following March 28, 2020, equivalent to 15% through March 28, 2023.
- 8% increase for each year after March 28, 2023. (2 years at this rate are if the remainder of the project is finalized by May 6, 2025)

Song + Associates, Inc.
Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

Additional Services Due to Additional Construction Phase Services (Civil/Landscape)

At the time of our design fee negotiations, the construction scope schedule and phasing were unknown. Due to the unknown nature of the project construction requirements, the fee provided for this phase was an estimate of what we thought would be reasonable. The fee was anticipated to be subject to reevaluation and could potentially change upon completion of the Civil construction plans once the complexity was fully defined.

Additional Services Due to Broward County Environmental Protection and Growth Management Department (BC EPGMD) Permit Phasing

This scope of work, predominately led by our consultant Kimley Horn and Associates, anticipated the project being permitted and constructed in multiple phases; however, we anticipated that BC EPGMD would issue one (1) permit for the overall full project construction. During our pre-application meeting and subsequent permit submittals, BCEPGMD required multiple submittals for each project phase. We submitted permit applications for Enabling, City Hall, and Parking Garage/Amphitheater Phases. Our additional service request is for two (2) additional phase permit submittals and the associated comment responses.

Per Contract:

City Hall:

- Construction Administration (CA) for Basic Services was $434,661.40.
- Sitework CA for Civil and Landscaping was $175,540.00.
- The total CA for City Hall was $610,201.40.

This entire fee was expended and the design team continued to service the project 6 months past the March 23, 2023, Substantial Completion date per the Contractor's previous construction schedule.

Parking Garage:

- CA for Basic Services was $155,389.80 of which $85,464.39 has been invoiced and $69,925.41 remains. These services have been billed at a rate of 5% monthly to pace with the construction schedule, far below our actual expenditure.

Garage Occupiable Space:

- CA for Basic Services was $11,000.00 of which $6,050.00 has been invoiced and $4,950.00 remains. These services have been billed at a rate of 5% monthly to pace with the construction schedule, far below our actual expenditure.

Amphitheater:

- CA for Basic Services was $50,580.00 of which $27,819.00 has been invoiced and $22,761.00 remains. These services have been billed at a rate of 5% monthly, far below our actual expenditure to pace with the construction schedule.

I. REQUESTED FEES

City Hall:

- $610,201.40 was allocated to an anticipated 18-month construction period or $33,900.07 on average per month.
- Construction started on August 26, 2021, and was expected to be substantially complete by February 2023.
- The Construction Schedule noted final completion of City Hall by March 23, 2023.
- Substantial Completion was reached September 29, 2023, for 6 additional months at an average monthly CA fee of $33,900 for a total of $203,400.

We request $203,400 for additional time expended to reach Substantial Completion on City Hall.

Parking Garage:

- $166,389.80 (includes occupiable space) was allocated for the garage Basic Services CA which excludes Civil and Landscape.
- At a 3-year 5% (2021, '22, '23) and 2-year 8% (2024/25) increase, that is $224,668.43. An additional difference of $58,278.63
- Additional Civil and Landscape CA is requested at $6,000.
- This assumes a project completion date of May 6, 2025.

We are requesting $58,278.63 for the escalation of Basic Services CA and $6,000.00 Civil/LA for a total increase of $64,278.63 for the time duration.

Amphitheater:

- $50,580.00 was allocated for Amphitheater Basic Services CA and excludes Civil and Landscape.
- At a 3-year 5% (2021, '22, '23) and 2-year 8% (2024/25) increase, that is $68,295.83. An additional difference of $17,715.84
- Additional Civil and Landscape CA is requested at $6,240.
- This assumes a project completion date of April 22, 2025.

We are requesting $17,715.84 for Basic Services CA escalation and $6,240.00 for Civil/LA for a total increase of $23,955.84 for the time duration.

Requested Fee Summary:

Additional Time (A/S/M/E/P/) + (Civil/Landscape)		
City Hall:	$	203,400.00
Parking Garage	$	64,278.63
Amphitheater	$	23,955.84
Additional Time for Additional Construction Phase Services		
Civil/ Landscape (constr. phase serv.)	$	193,876.00
Broward County EPGMD	$	72,600.00
Subtotal:	$	$558,110.47
PCO #231 R6 Deduction (lump sum)	$	-76,675.00
Total:	**$**	**481,435.47**

We are requesting $481,435.47 for this additional service request.

Negotiated Fee Summary:

Additional Time (A/S/M/E/P/) + (Civil/Landscape)		
City Hall:	$	116,362.00
Parking Garage	$	36,359.00
Amphitheater	$	13,221.00
Additional Time for Additional Construction Phase Services		
Civil/ Landscape (constr. phase serv.)	$	110,035.04
Broward County EPGMD	$	40,697.00
Subtotal:	$	$316,674.04
PCO #231 R6 Deduction (lump sum)	$	-76,674.04
Total:	**$**	**240,000.00**

Our final negotiated fee is $240,000.00 for this additional service request.

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Robert Castrovinci, AIA, NCARB
Principal
Song + Associates, Inc.
cc: Lisa Centeno, S+A, Leila Rouady, S+A, File

6207
B3

CITY CLERK
CITY OF SUNRISE

17 MAR 29 PM 2:13

STANDARD PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

SONG & ASSOCIATES, INC.

This Standard Project Agreement (hereinafter referred to as the "Agreement") is made by and between THE CITY OF SUNRISE, FLORIDA, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Owner") and SONG & ASSOCIATES, INC. (hereinafter referred to as the "Consultant") for services described below to be rendered for the following Project:

ARCHITECTURAL, ENGINEERING, AND CONTRACT ADMINISTRATION SERVICES NEW CITY HALL AND MUNICIPAL CAMPUS IMPROVEMENTS PROJECT

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Consultant hereby agree as follows:

ARTICLE I

THE CONSULTANT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Consultant represents to the Owner 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 architecture and engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the Owner that the Consultant will maintain all necessary licenses, permits 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 subcontractors required for the successful completion of the work as outlined in Exhibit A, Scope of Services. The Consultant assumes full responsibility to the Owner for the improper acts, negligence, and omissions of its subcontractors, and of all others employed or retained by the Consultant in connection with the Project.

1.2 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.

1.3 PROGRAMMING

1.3.1 The Consultant shall provide the City's Project Manager with a schedule indicating milestones throughout the space needs study and design phases.

1.3.2 With the assistance of City staff, the Consultant will conduct a detailed survey of all departments that will occupy space in the new City Hall. Departments are located in different locations around the City of Sunrise. When the survey is complete, the consultant shall provide a document containing but not limited to:

1.3.2.1 List of all personnel in each department by job classification/title.

1.3.2.2 List of major equipment/furniture necessary for each job classification/title in each department to adequately perform their duties.

1.3.2.3 List of rooms/spaces other than offices and workstations in each department.

1.3.2.4 List of all major equipment and furniture in each department that is shared. This includes files, shelving units, special storage cabinets, and specialty equipment that is necessary for the operation of the department.

1.3.2.5 List of all accessory spaces necessary to the operation of a City Hall building.

1.3.3 The Consultant will interview selected personnel in each department to determine the spatial needs and organizational requirements for their department. Based on those interviews, provide the City with a document that includes but is not limited to:

1.3.3.1 Breakdown of the various City departments that will occupy the new facility. List of all required personnel, including future needs in each department by job classification/title and the square footage requirements for their office or workspace.

1.3.3.2 List of major equipment/furniture necessary for each job classification/title in each department to adequately perform their duties.

1.3.3.3 Plan diagram of the workspace/office for each job classification/title in each department.

1.3.3.4 List of all major equipment and furniture in to each department that is shared. This includes files, shelving units, special storage cabinets, and specialty equipment that is necessary for the operation of the department with consideration of future needs.

1.3.3.5 A diagram, matrix, or organizational chart for each job classification/title in each department.

1.3.3.6 A diagram or matrix indicating the interrelationships of each department with one another and how/if they interact with the general public.

1.3.3.7 List of all accessory spaces necessary to the operation of the facility with consideration of future needs.

1.3.3.8 Indicate any special site requirements for the facility (i.e. water retention areas, public versus employee access, public gathering/reception space, transit drop-off/facility, etc.).

1.3.3.9 Provide a single page summary of square footage requirements of the entire facility with a line item for each department. Also include in this summary the total number of parking spaces required for the facility with separate numbers for staff and public.

1.3.3.10 Provide a code data sheet indicating code and zoning requirements for the facility (i.e. building type, construction type, maximum floor area, maximum building height, parking requirements, etc.).

1.3.4 Consultant will evaluate the parking needs for the various buildings and events utilizing the Municipal Campus with the outcome of determining the number of parking spaces required in the new parking garage. The evaluation will look at current and future needs of the campus. The evaluations shall evaluate but is not limited to the following:

1.3.4.1 The New City Hall for employees and visitors including special events such as City Commission Meeting and Board Meetings.

1.3.4.2 The Civic Center: This facility host a many of daily activities as well as special events. Many of the special events will occur after business hours; however, it is necessary to take into account overlap of typical daily parking needs with special event parking needs.

1.3.4.3 The expanded amphitheater will host a number of evening events throughout the year. Leisure Services will provide an attendee count for a typical event.

1.3.4.4 The Dan Pearl Library: This facility has operating hours both during the business day as well as after working hours, including weekends. The City will obtain a peak count of library visitors from the County for this evaluation.

1.4 SCHEMATIC DESIGN

1.4.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review its understanding of such requirements with the Owner.

1.4.2 The Consultant shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.4.3 The Consultant shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

1.4.4 The Consultant shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.4.5 The Consultant shall work with the Construction Manager to develop and submit to the Owner an estimate of probable construction costs for the Project.

1.5 DESIGN DEVELOPMENT

1.5.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the Owner, the Consultant shall prepare and submit to the Owner for 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.

1.5.2 The Consultant shall review the Construction Manager's updated estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6 CONSTRUCTION DOCUMENTS

1.6.1 Upon the Owner'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 Owner.

1.6.2 The Consultant shall review the Construction Manager's most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6.3 The Consultant shall assist the Owner and/or Construction Manager in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project.

1.6.4 The Consultant shall work with the Construction Manager in 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 drawings and specifications available to the Construction Manager so that they can 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 Owner for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 5.4.

1.6.5 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 make such documents available to the Construction Manager in the same manner as the original bid packages, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 5.4.

1.6.5.1 There shall be no additional charges for amendments or clarifications other than as provided in Sections 1.6.4 and 1.6.5

1.6.6 The Consultant shall coordinate with the Owner and Construction Manager during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall be available to attend pre-bid meetings, which will be held at a location as specified by the Construction Manager.

1.6.7 The Consultant shall be available as necessary to assist the Owner in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder. 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 Owner as necessary in making such determination.

1.7 ADMINISTRATION OF CONSTRUCTION

1.7.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 1.7.2 through 1.7.14. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the Owner relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Contract Documents prepared by the Consultant.

1.7.2 The Consultant shall represent the Owner during construction and shall facilitate all instructions and other appropriate communications between the Owner and the Construction Manager, which shall be communicated through the Consultant. The Consultant shall act on behalf of the Owner only to the extent provided herein and in the Construction Contract.

1.7.3 Upon receipt, the Consultant shall carefully review and examine the Construction Manager's Schedule of Values, together with any supporting documentation or data which the Owner or the Consultant may require from the Construction Manager. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which 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 Owner directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Construction Manager for revision or supporting documentation or data.

1.7.4 The Consultant shall observe the Work of the Construction Manager 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 for Construction. In making such observations, the Consultant shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Manager. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the Owner. The Consultant shall not be responsible for any construction means, methods, sequences or procedures for performing any construction activities.

1.7.5 The Consultant shall determine amounts owed to the Construction Manager based upon observations of the Work as required in Subparagraph 1.7.4, evaluations of the Construction Manager'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 Owner in such amounts.

1.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the Owner that the Consultant has made an observation of the Work as provided in Subparagraph 1.7.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the Consultant, the Construction Manager is entitled to payment of the amount certified; however, the issuance of a Certificate for Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Construction Manager has used the monies paid by the Owner.

1.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Construction Manager. 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 Construction Manager.

1.7.8 The Consultant shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. If directed by the Owner not to reject Work, the Owner shall be responsible for the results of such direction. The Consultant shall have the authority to reject Work which 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.

1.7.9 The Consultant shall review, and take appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Construction Manager's submittal shall constitute the Consultant's representation to the Owner that such submittal is in conformance with the Construction Documents and Contract for Construction, but does 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 Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Construction Manager of the Project.

1.7.10 The Consultant shall review, and advise the Owner, concerning proposals and requests for Change Orders from the Construction Manager. The Consultant shall prepare Change Orders for the Owner'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 the Contract Price or an extension of the Contract Time.

1.7.11 The Consultant shall conduct an inspection 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 Owner for the Owner's review all written warranties and related documents and operating manuals required by the Construction Contract. The Construction Manager shall issue a final Certificate for Payment when called for by the Contract for Construction.

1.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its plans and specifications required by the authorities have jurisdiction over this project.

1.7.13 The Consultant shall visit the site a minimum of two times per month, including the Contractor's monthly pay request, to inspect and observe the entire construction operation, for the term of construction as noted in Section 1.10.1. A report outlining the details of each site visit shall be furnished to the Owner within forty-eight (48) hours of the required site visit.

1.7.14 Approximately 10 months after the date of substantial completion, the Consultant shall conduct a 1-year warranty walk-through of the entire facility for all phases of the project. The Consultant shall compile a list of all required warranty work. This list shall be issued to the Construction Manager and the City's Project Manager.

1.8 CIVIC CENTER THEATER FEASIBILITY AND MARKET STUDY

1.8.1 Consultant shall perform a feasibility study of the Civic Center Theater to increase the number of seats within the existing shell as well as the estimated cost of the expansion.

1.8.2 The Consultant shall perform a market study to evaluate any positive impacts associated with increasing the number of seats such as the ability to attract additional entertainment, operational enhancements, or other types of benefits. The Market study will compare the cost of construction to the enhanced facilities ability to increase revenue and determine the cost to benefit ratio.

1.9 ADDITIONAL SERVICES

The following services of the Consultant are not included in Paragraphs 1.3 through 1.8, nor in Exhibit A, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the project if authorized in writing by the Owner prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the Owner as provided hereinafter.

1.9.1 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 Owner.

1.9.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner 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.

1.9.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Consultant, either in whole or in part.

1.9.4 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.

1.9.5 Providing services made necessary solely by the default of the Construction Manager or defects or deficiencies in the Work of the Construction Manager.

1.10 SERVICE SCHEDULE

1.10.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the Owner's approval a schedule for the performance for the Consultant's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities have jurisdiction over the Project. The Owner shall review and approve or reject any schedules submitted by the Consultant within 5 working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty days, the Consultant shall also suspend Construction Administration Services upon request of Owner. Any time spent on the Project at the request of the Owner or on the Owner's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration Services in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Consultant. In the event the Owner 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 Owner and to which the Owner makes no objection shall be a condition precedent for any payment to the Consultant.

1.11 PERSONNEL

1.11.1 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
Young Song	President
Rob Castrovinci	Senior Project Architect & Manager

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 Owner reserves the right to reject any proposed substitution for any of the above named individuals, and the Owner 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.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE CONSULTANT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Consultant with adequate information regarding the Owner'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.

2.2 The Owner shall review any documents submitted by the Consultant requiring the Owner's decision, and shall render any required decision pertaining thereto in a timely fashion.

2.3 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

2.4 If the Owner 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 Owner to the Consultant.

2.5 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

2.6 The Owner's review of any documents prepared by the Consultant or its Consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner'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.

ARTICLE III

CONSTRUCTION COSTS

3.1 If the Guaranteed Maximum Price (GMP) of construction exceeds the cost agreed upon by the Owner, the Owner may (1) give written approval of an increase in such fixed limit, (2) terminate the Project and this Agreement in accordance herewith, or (3) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (3), the Consultant, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the Owner. 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.

ARTICLE IV

BASIS OF COMPENSATION

4.1 The Owner shall compensate the Consultant for services rendered pursuant to Paragraphs 1.3 through 1.6 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: **$4,791,056**

4.2 Payment to the Consultant of the sum set forth in paragraph 4.1 shall be allocated as follows:

Programming and Concept Design	$310,000	(6%)
Demolition	$48,500	(1%)
City Hall	$2,074,257	(43%)
Parking Garage	$758,999	(16%)
Water Park	$404,600	(8%)
Amphitheater Expansion	$272,900	(6%)
Civic Center Theater Study	$56,100	(2%)
Site Work – Campus wide	$815,700	(17%)
Reimbursable Expenses	$50,000	1(%)

4.3 Additional services of the Consultant as described in Paragraph 1.7, if any, shall be compensated as follows:

SEE EXHIBIT "B" – FEE SCHEDULE

4.4 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Consultant by the Owner as provided in Article V and shall not exceed **$50,000.**

4.5 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.

ARTICLE V

PAYMENTS TO THE CONSULTANT

5.1 CONSULTANT'S INVOICES

5.1.1 The Consultant's invoice shall be accompanied by such documentation or data in support of the status of the Work performed or the Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Consultant pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and

shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Consultant to, others, including its Consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Consultant of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof. Upon receipt of the Consultant's invoice, the Owner shall review and notify the Consultant within 12 working days of receipt of any objection or modification of said invoice. Unless so notified, the invoice shall be deemed accepted and subject to payment provisions. If payment is not received by the Consultant from Owner within forty-five (45) days, the Consultant shall be permitted to charge interest for such outstanding invoices at the rate of 1/2% per month.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event that the Owner becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Contract, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Contract, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Furthermore, the Owner reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the Consultant for a particular phase of the work until such time as the particular phase is completed to the Owner's satisfaction; said retainage may be withheld at the sole discretion of the Owner and as security for the successful completion of the Consultant's duties and responsibilities under this Contract.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reimbursable Expenses shall mean: expenses incurred by the Consultant and Consultant's Consultants in the interest of the Project, as follows:

Not to exceed the amount noted in 4.4 without prior written authorization by the Owner.

5.4.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement; 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 Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner 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. Cost for meals, snacks, and beverages are not considered a reimbursable expense.

5.5 CONSULTANT'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Consultant and his personnel and records of Reimbursable Expenses shall be maintained by the Consultant and shall be available to the Owner for review and copying upon request.

ARTICLE VI

TERM AND TERMINATION

6.1 TERM OF AGREEMENT

6.1.1 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 five (5) years from the date of execution hereof, unless and until terminated pursuant to Section 6.2 or 6.3, or other applicable sections of this Agreement. Unless otherwise terminated, The OWNER'S Capital Projects Director may extend the term of this Agreement through written notification to the CONSULTANT thirty (30) days prior to the expiration of the term. Such extension shall not exceed three (3) one-year terms. No further extensions of this Agreement shall be effective unless authorized by City Commission action.

6.2 TERMINATION FOR CAUSE

6.2.1 This Agreement may be terminated by either party upon three (3) 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 Owner through the date of termination, less any amounts which the Owner 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 Owner pay for profit or overhead on work not performed.

6.3 TERMINATION BY THE OWNER WITHOUT CAUSE

6.3.1 This Agreement may be terminated by the Owner without cause upon five (5) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph

6.3.2 Under no circumstances shall Owner make payment of profit or overhead for services that have not been performed.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 7.8.1, 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.

7.2 MEANING OF TERMS

7.2.1 Capitalized terms herein shall have the same meaning as those utilized in the Owner's standard Contract for Construction.

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, CAD drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the Owner or furnished by Consultant pursuant to this Project Agreement shall remain the property of the Owner, and, if a copyright is claimed, the Owner shall havie exclusive use of all documents in perpetuity, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The aforementioned CAD drawings will be given to the Owner in an AutoCAD (dwg) electronic format. Project specifications will be given to the Owner in MSWord, PDF, or similar electronic format. In no event shall the Consultant use, or permit to be used, any of the documents without the Owner's prior written authorization. Any reuse of such documents by the Owner without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk.

7.4.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Consultants for a Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall adhere to the same conditions stipulated in section 7.4.1.

7.4.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

7.7.1 Consultant agrees to maintain, on a primary, non-contributory basis and at its sole expense, at all times during the life of this Project Agreement, the following insurance coverage and limits, including endorsements described herein. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Project Agreement.

7.7.2 **Commercial General Liability.** Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

7.7.3 **Business Automobile Liability.** Consultant agrees to maintain Business Automobile Liability at a limit of liability not less than **$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant 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.

7.7.4 **Worker's Compensation Insurance & Employers Liability.** Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

7.7.5 **Professional Liability.** Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$2,000,000** Per Occurrence **$2,000,000** Annual Aggregate. Consultant agrees to notify the Owner when its Self-Insured Retention (SIR) exceeds **$25,000.** When a SIR exceeds **$25,000**, the Owner reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual financial report or audited financial statements to determine the Consultant's financial capacity to satisfy its SIR. When the Consultant's policy is written on a "Claims-Made" basis, the Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, 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 this Project Agreement, Consultant 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 CONSULTANT of the obligation to provide replacement coverage.

7.7.6 **Additional Insured.** Consultant agrees to endorse Owner as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization Endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read, "City of Sunrise."

7.7.7 **Waiver of Subrogation.** Consultant 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 Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

7.7.8 **Certificate(s) of Insurance.** Consultant agrees to provide Owner a Certificate(s) of Insurance evidencing that all coverage, limits, self-insured retentions and endorsements, including renewals

thereof, required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax or email in this section below 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. When notified by City, the Consultant agrees not to continue the Project pursuant to this Agreement, unless all required insurance remains in effect. The Certificate Holder address shall read:

Original to:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Fax (954) 572-2278

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351
Email: riskmanagement@sunrisefl.gov

7.7.9 **Umbrella or Excess Liability.** Consultant 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. Consultant agrees to endorse Owner 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.

7.7.10 **Deductibles, Coinsurance Penalties, &/or Self-Insured Retentions.** The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

7.7.11 **Right to Revise or Reject.** Owner reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

7.8 INDEMNIFICATION/HOLD HARMLESS

7.8.1 To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of this Agreement. These indemnifications shall survive the term of this Agreement.

7.8.2 **PURSUANT TO FLORIDA STATUTES SECTION 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING**

FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

7.9 INDEPENDENT CONTRACTOR

7.9.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant who are subject to supervision by the Consultant, and who are not officers, employees, or agents of the Owner. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

7.10 NOTICES

Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail or other commercial overnight delivery services, with return receipt requested, addressed to the part for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR OWNER:

Utilities Director or Deputy Utilities Director
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
(954) 888-6055

WITH A COPY TO:

City Attorney's Office
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300

FOR CONSULTANT:

Ms. Young Song
Song & Associates, Inc.
1545 Center Park Drive North
West Palm Beach, Florida 33401
(561) 655-2423

7.11 ENTIRE AGREEMENT

7.11.1 This Agreement represents the entire agreement between the Owner and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

7.12 PUBLIC RECORDS

7.12.1 The CONSULTANT 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 CONSULTANT and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONSULTANT shall:

(a) Keep and maintain public records required by the Owner to perform the services provided hereunder.

(b) Upon request from the Owner's custodian of public records, provide the Owner 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.

(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 CONSULTANT does not transfer the records to the Owner.

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

If the CONSULTANT fails to comply with the requirements in this Section 6(G), the Owner may enforce these provisions in accordance with the terms of this Agreement. If the CONSULTANT fails to provide the public records to the Owner within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE OWNER'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).

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and by Song & Associates, Inc., by its duly authorized representative.

OWNER

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

28th day of March, 2017.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____

Young Song, President

1st day of March, 2017.

AUTHENTICATE:

_____

Secretary

YOUNG SONG

Please print name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: YS

EXHIBIT 'A'

Song + Associates, Inc.
Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, FL 33401
Telephone: (561) 655-2423
Fax: (561) 655-1482

Sunrise Municipal Complex
Design Task and Fee Memorandum
March 1, 2017 – Revision 4

Fee Service Categories:

1. **Basic Services** - include Architecture, Structural, Mechanical, Electrical, Plumbing and Fire Protection services only. These are as identified by the State of Florida Division of Management Services which is one of several tools used as a reference to help establish services and fees. These fees are generally proportional to the construction cost and based on a percentage of the cost. If the total project cost increases above 10% or decreases below 10% of the estimated cost construction cost, (a 20% window), the basic services fee will be renegotiated.
2. **Extended Services (Required)** –are those which are considered additional services according to the State of Florida DMS. Certain extended services are a requirement of the project in order to procure the necessary approvals and permits needed for construction. We have identified those that are required and those which are optional and at the discretion of the City on whether or not they are to be part of the design scope
3. **Extended Services Not Included (Optional)** - are those which are considered additional services according to the State of Florida DMS and are not a requirement of the project but can be considered for value added. These services are not included in our proposed fees but can be considered at a later date.

Project Elements:

1. **Programming & Conceptual Design** – Identifying the space and programmatic needs. Provide design options for site and building elements.

2. **Demolition** – Demolition of existing City Hall, Maintenance Building and associated elements related to new construction.
3. **City Hall** – Estimated on a 100,000SF building with an estimate $26.5M construction cost. Services and tasks are for the building only.
4. **Parking Garage** – Estimated on an 800 car garage with an estimated $11.6M construction cost Services and tasks are for the building only.
5. **Water Park**- Estimated on a 2 acre park $8.6M construction cost. Due diligence and Design services for the water features will be performed up to a design criteria package only. Basic Services are for an accessory building(s) are based on an assumed 5,000SF of space. Water Park program to include: Water Playground, Pavilions, Concession Building, 2 pairs of Large slides and a lazy river.
6. **Amphitheater Expansion**- Estimated on a $6.5 M construction cost for two additional tiered levels of lawn seating, a new stage with restroom facilities and a green/conference room and a roof over the stage.
7. **Civic Center Theater** - Includes Market and Feasibility study only. Design Services not provided.
8. **Site Work**- Due diligence and site infrastructure deign needed for all new project elements
9. **LEED** – Evaluation of potential LEED points and implementation of LEED design.

Project Tasks:

PROGRAMMING & CONCEPT DESIGN - $310,000.00

Basic Services – Not Applicable

Extended Services (Required) - $310,000.00

- Organizational Needs Assessment for City Hall and Parking Garage
- Project Scope Development
    - Amphitheater
    - Waterpark
- Site Plan Development
- Concept Arch Design

Extended Services Not Included:

- Community & Outreach Meetings
- Retail Space Market Study
- Retail Space Design
- Civic Center Design
- Project Estimating & Scheduling

DEMOLITION - $48,500.00

Basic Services – Not Applicable

Extended Services (Required) - $48,500.00

- Demolition City Hall/Maintenance

CITY HALL - $2,074,257.00

Basic Services - $1,757,757.00

- Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - $316,500.00

- Specialty Lighting Design
- Audio/ Visual / Acoustical
- Interior Design
- FF&E Specifications
- Signage and Wayfinding

Extended Services Not Included:

- Design of Low Voltage Security Systems (conduit only for point to point connections is included)
- Food Service Design
- Record Documents

Parking Garage- $758,999.00

Basic Services - $704,499.00

- Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - $54,500.00

- Functional Review of parking garage
- Signage and Wayfinding

Extended Services Not Included:

- Design of Low Voltage Security Systems (conduit only for point to point connections is included)
- Enhanced Façade design
- Solar panel covered parking
- Record Documents
- Market study of other (mixed) uses * See Clarifications and Assumptions below
- Financial study of other uses
- Parking equipment design
- Concept design of other uses

Water Park - $404,600.00

Basic Services - $ 95,000.00

- Accessory Building(s) Only - Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - $309,600.00

- Aquatic Feature Concepts
- Aquatic Design Criteria Package Only
- Aquatic Bidding
- Construction Administration

- Concessions and Food Service

Extended Services Not Included:

- Market Analysis
- Design of Low Voltage Security Systems (conduit only for point to point connections is included)
- Program/Operations Plan * See Clarifications and Assumptions below
- Signage and Wayfinding
- Full Service Water Park Design

Amphitheater Expansion - $272,900.00

Basic Services - $185, 500.00

- Accessory Building(s) Only - Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - $87,400.00

- Tiered Lawn Seating Design
- Specialty Lighting
- Audio/ Visual Systems Design
- Signage and Wayfinding

Extended Services Not Included:

- Market Study

Civic Center / Existing Theater $56,100.00

Basic Services – Not Applicable

Extended Services (Required) - $56,100.00

- Market Study
- Feasibility Study (implication of cost included)

Site Work (Entire Project) - $815,700.00

Basic Services - Not Applicable

Extended Services (Required) - $815,700.00

- Civil Engineering inclusive of:
  - City of Sunrise Engineering
  - Florida Department of Environmental Protection – NPDES Approval
  - Broward County Traffic Engineering – Approval of signing and pavement marking
  - Broward County Highway Division – approval of improvements that impact Oakland Park Blvd.
  - Broward County Development and Environmental Regulation Division – Surface Water Approval
  - Broward County Health Department – Water system approval
  - Broward County Development and Environmental Regulation Division – sanitary sewer system approval
  - Broward County Department of Environmental Planning and Growth Development Approval
- Parking Study
- Traffic Study
- Site Lighting/Power
- Covered Walkways
- Landscape
- Irrigation
- Hardscape
- Signage and Wayfinding

Extended Services Not Included:

- Platting
- Site Plan Approval/ DRC Review

Total Basic Services:	**$2,742,756.00**
Extended Services: (Required)	**$1,998,300.00**
Total Basic & Required Services:	**$4,741,056.00**
Reimbursable Expenses (Allowance):	**$ 50,000.00**

Clarifications and Assumptions

Owner to Provide:

- ALTA Boundary
- Topo Survey
- Tree Survey
- Geotechnical Services
- Asbestos Testing and Abatement (if required)
- A Waterpark Master Plan and Design Program - the Consultant will prepare a water park design criteria package. The package will consist of a plan drawing to scale with listed space requirements/SF quantities for all water park and related support facilities and a design criteria package booklet with annotated photos, details, site plans, grade elevations, and finishes for the water park and support facilities for use by the Owner and Owner's Construction Manager in preparing final construction plans of the pool site, pools, and pool equipment. This does not include any signed and sealed construction documents or any Pool Mechanical and Permitting (By Others).

Design Scope:

- A market study for the parking garage to identify the feasibility to include retail and /or multipurpose space is requested to be performed prior to the start of design. Changes during the design process will negatively impact any design work already done and schedule.

- FF&E Specifications will include the following only:

    1. Identification of required FF&E products: workstations, task chairs, public seating, electronics, etc.
    2. Establish placement of FF&E items to ensure circulation and safety that meets ADA.
    3. Select finishes of FF&E items to ensure aesthetic coordination with interior architectural space.

- FF&E Specifications will not include the following but may be considered at a later date:

    4. Support and contribute to the development of the FF&E Request for Quotes/Qualifications.
    5. Assist in the coordination of the RFQ process.
    6. Assist with evaluation of RFQs from FF&E vendors.
    7. Evaluation of products with vendor mock-ups and samples.
    8. Coordinate FF&E floor plans with vendors.
    9. Verify vendor quotes for quantities, finishes, product, and installation.
    10. Coordinate purchase orders for submission by City.

- MEP System design changes requested by the Owner after the Design Development deliverable submission has been made will occur as additional services to the Owner. Further coordination of the systems selected will be included in the proposed fees.

End of Document

EXHIBIT "B"

FEE SCHEDULE

SONG + ASSOCIATES, INC.

Hourly Rate Schedule
2017

Principal	$ 225.00
Sr. Architect	$ 200.00
Sr. Project Manager	$ 165.00
Sr. Designer	$ 165.00
Sr. Construction Administrator	$ 165.00
Architect	$ 165.00
Project Manager	$ 135.00
Interior Designer	$ 135.00
Construction Administrator	$ 135.00
Project Coordinator/Job Captain	$ 125.00
CAD/ BIM Technician	$ 95.00
Administration/Clerical	$ 70.00

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4J **Meeting Date:** 3/24/2026

City Reference Number (C#): C26068

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of polystage scrubbers replacement parts, maintenance and services for air quality control from Evoqua Water Technologies LLC as the Sole Source provider; approving "Standard Contract No. C-26-09-01-HR between the City of Sunrise, Florida and Evoqua Water Technologies LLC;" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
401.42.59.536.504670 - Maintenance Wastewater Plant

Amount:
$62,412.00 - Estimated Annual Expenditure
Contract Valid April 6, 2026 – April 5, 2031

Not to exceed budgeted funds for FY2025/2026.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26068
Standard Contract No. C-26-09-01-HR
Sole Source Justification Form
Sunbiz - Evoqua Water Technologies LLC

Background:
The Sawgrass and Springtree Wastewater Treatment Plants are equipped with polystage scrubber systems used for air quality control. The City of Sunrise, Utilities Department requires services for maintenance, inspection, and repairs. On March 22, 2016, via Resolution No. 16-49, the City of Sunrise entered into a five-year contract, with the option of five one-year renewals, with Evoqua Water Technologies LLC (Evoqua) as the Sole Source provider for the aforementioned services. The contract has no more renewals and must be replaced for continuity of service.

The proposed five-year Standard Contract C-26-09-01-HR represents a 2.1% decrease in the monthly cost of services and includes five optional one-year extensions. The services to the City include weekly maintenance, inspection, and repair services for odor control scrubber systems at the City's Sawgrass and Springtree wastewater treatment facilities. Evoqua will ensure the systems operate properly to remove hydrogen sulfide and other odor-causing compounds from the air stream. Services include routine inspections, testing, chemical monitoring, and preventative maintenance. The Contract also includes response to odor complaints and equipment issues within specified timeframes.

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 polystage scrubber replacement parts, maintenance and services for air quality control on an as-needed basis for (a) budgeted purchases in the current fiscal year and (b) for future purchases of polystage scrubber replacement parts, maintenance and services for air quality control that do not exceed budgeted funds for the contract term and optional renewals.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 9545722202

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 POLY STAGE SCRUBBERS REPLACEMENT PARTS, MAINTENANCE AND SERVICES FOR AIR QUALITY CONTROL FROM EVOQUA WATER TECHNOLOGIES LLC AS THE SOLE SOURCE PROVIDER; APPROVING "STANDARD CONTRACT NO. C-26-09-01-HR BETWEEN THE CITY OF SUNRISE, FLORIDA AND EVOQUA WATER TECHNOLOGIES LLC"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise utilizes LO/PRO and Poly Stage scrubber odor control treatment systems at the Sawgrass and Springtree Wastewater Treatment Plants to provide air quality control as required by the Broward County Air Pollution Control licenses; and

WHEREAS, Evoqua Water Technologies LLC is the sole provider, manufacturer, and only factory trained and factory authorized provider of parts, repair, and services for the LO/PRO and Poly Stage wet scrubber lines and Vapor Phase odor control scrubber systems.

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

Section 1. The purchase of poly stage scrubbers, parts, maintenance and services for air quality control from Evoqua Water Technologies LLC, as the sole source provider, is hereby approved.

Section 2. Pursuant to Section 5-173(c)(3) of the Code of Ordinances of the City of Sunrise Florida, the City's formal bidding procedures are waived as to Evoqua Water Technologies 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. "Standard Contract No. C-26-09-01-HR between the City of Sunrise, Florida and Evoqua Water Technologies LLC" (Contract) is hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A. The Procurement Manager or designee is hereby authorized to execute the Contract

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

STANDARD CONTRACT NO. C-26-09-01-HR
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND EVOQUA WATER TECHNOLOGIES LLC

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Evoqua Water Technologies LLC, a Delaware corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 111 47th Street Pittsburgh, PA 15201 and whose Federal Identification Number is 80-0909020.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for polystage scrubbers replacement parts, maintenance and services for air quality control and as set forth in this Contract and as attached hereto in Exhibit "I," which is attached and made a part of this Contract.

The City's representative/liaison during the performance of this contract shall be Ted Petrides, telephone number (954) 888-6035 or designee.

The Contractor's representative/liaison during the performance of this contract shall be David Morano telephone number (800)345-3982 or designee.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit "I". The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. 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.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for five (5) years, commencing on April 6, 2026. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for five (5) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

The cost of all services shall remain firm for the initial Contract period of five (5) year(s). No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at

least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract 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 Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 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.

7.3 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".

7.4 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.

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Contractor agrees by entering into Contract 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.

7.7 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: Copy to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

7.8 Umbrella or Excess Liability. CONTRACTOR agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than $2,000,000 Each Occurrence $2,000,000 Aggregate. The CONTRACTOR agrees to endorse the CITY as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Certificate of Insurance states the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the CITY is automatically defined as an Additional Protected Person.

7.9 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.

8. Performance and Payment Bond Not Applicable

9. Termination for Governmental Non-Appropriations

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 Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract 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.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City

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 under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification & Limitation of Liability

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 tort claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs ("Tort Damages") arising out of or resulting from the performance of work under this Contract (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 THE 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 completion or termination of the Contract.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND CONTRACTOR'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. NOTHING IN THIS LIMITATION PARAGRAPH SHALL LIMIT COVERAGE OR DEFENSE AFFORDED FROM REQUIRED INSURANCE NOR TORT DAMAGES ARISING OUT OF NEGLIGENCE ACTS ERRORS OR OMISSIONS DESCRIBED IN THE PARAGRAPH ABOVE.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal 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 Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete

the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. 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 Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of

a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Senior Manager Customer Service
Evoqua Water Technologies LLC
111 47th Street
Pittsburgh, PA 15201

25. No Damages for Delay

The Contractor 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 Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries,

unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) 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 or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

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 Contract 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 Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, 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 Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 26, the City may enforce these provisions in accordance with the terms of this Contract. 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 CONTRACT, 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).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. 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 Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

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.

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.

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.

30. Compliance with Laws

Contractor 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.

31. Electronic Recordkeeping

Contractor 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.

32. E-Verify – Employment Eligibility

32.1 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.

32.2 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.

32.3 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.

32.4 If City terminates this Contract pursuant to the subsection 32.3 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.

33. 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. §286.101. 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.

34. 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.

35. 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.

36. 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 23, 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.

37. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed Exhibit "III" required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

38. Emergency Response

If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a $5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

39. Warranty.

Subject to the terms of this Section, Contractor warrants to The City that: (i) the Services will be performed in a timely and workmanlike manner and will materially conform to Exhibit I; and (ii) any parts or components supplied by Contractor for installation into The City-owned equipment or systems will be free from defects in material and workmanship.

The City is solely responsible for determining the suitability of treated water for any intended use, and Contractor expressly disclaims any warranty relating to such suitability.

This warranty does not apply to any equipment, components, or materials specified, provided, or selected by The City that are not supplied or selected by Contractor. For such The City-specified items, (i) Contractor assigns to The City, to the extent assignable, any manufacturer's warranties provided to Contractor, and (ii) Contractor shall have no other liability to The City under warranty, tort, or any other legal theory.

The warranty period for Contractor-supplied parts or components is the earlier of: (i) eighteen (18) months from delivery; or (ii) twelve (12) months from initial operation of that part or component. .For Services, the warranty period is ninety (90) days from the date Services are performed (each a “Warranty Period”).

If The City gives Contractor prompt written notice of a warranty breach within the applicable Warranty Period, Contractor shall, at its sole option and as The City’s exclusive remedy, repair or replace the defective part or component, re-perform the Services, or refund the purchase price paid for the nonconforming item or Service.

Unless agreed otherwise in writing, The City is responsible for: (i) any labor needed to gain access to the relevant equipment or system so Contractor can assess or perform a remedy; and (ii) all costs of installation of repaired or replaced parts or components. If Contractor determines that a claimed defect is not covered by this warranty, The City shall pay Contractor its then-customary charges for any resulting repair or replacement work.

Contractor’s warranty is conditioned on The City: (i) operating and maintaining its equipment in accordance with Contractor’s instructions; (ii) not making unauthorized repairs or alterations affecting the Services or warranted components; and (iii) not being in default of any payment obligations to Contractor.

This warranty does not cover: (i) damage caused by chemical action, abrasive materials, improper thermal or electrical capacity, misuse, or improper installation (unless installed by Contractor); and (ii) media goods (including resin, membranes, or granular activated carbon) once installed.

THE WARRANTIES IN THIS SECTION APPLY ONLY TO SERVICES AND TO PARTS OR COMPONENTS SUPPLIED BY CONTRACTOR FOR INSTALLATION INTO THE CITY-OWNED SYSTEMS. THEY ARE CONTRACTOR’S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY HEREIN. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By:_____

Print: Victoria Hernandez

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

EVOQUA WATER TECHNOLOGIES LLC

_____
Witness

By:

_____
Witness

Print Name: _____

Title:_____

Date:_____

EXHIBIT "I"
Scope of Work

Vendor agrees to maintain the following scrubbers owned by the Customer, Cor-Pro scrubber located at the Sawgrass WWTF Solids Handling Facility, the Lo-Pro Scrubber located at the Springtree WWTF and the Springtree WWTF Degasifier as follows:

Vendor will provide regular weekly maintenance service checks to ensure the Scrubbers are operating properly. (See Exhibit II which is incorporated herein). Operating properly is defined as >99% removal of up to 30 ppm hydrogen sulfide, mercaptans and amines from the treated air stream.

Vendor will provide repair or replacement of the systems malfunctioning parts/components within 48 hours of finding an equipment problem at cost plus 15%.

Vendor will troubleshoot odor problems as needed within 24 hours of verbal notification from owner's designee 24/7 and correct any malfunctions in treatment system that may be causing problems as soon as possible but no later than 24 hours for stock equipment items.

The parties hereto agree as follows based on said consideration.

It is agreed that the above-described equipment shall be used for the storage of and application of Vendor's products only.

It is further agreed that Customer shall pay Vendor a maintenance fee of:

- $2,215.00 per month for the Springtree WWTF Lo-Pro Scrubber
- $2,669.00 per month for the Sawgrass WWTF Solids Handling Cor-Pro Scrubber
- $317.00 per month for Springtree WWTF Degasifier inspection services.

Vendor agrees to be solely responsible for all scheduled, unscheduled, preventative maintenance and repair on and to said scrubbers, listed herein.

Vendor shall be required to furnish a list with photo identification of all personnel authorized to be at Utility sites. Additions and/or deletions shall be reported to the City's designated representative in the Utilities Department within twenty-four (24) hours of the change in writing via fax to 954-846-7404 utilizing the security notification form. All personnel shall report to the Security Guard or Operator on duty at each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit, and name of contact person at Utilities, shall be required for entry. When Vendor performs work for the City of Sunrise, Vendor shall ensure that only authorized Vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City of Sunrise. Vendor shall not admit any unauthorized personnel onto any Utility work site. Vendor will not release, discuss or share any

information on Utility system, equipment and/or operations, to any non-City personnel. Upon leaving Utilities premises, all personnel shall be required to check out with the Security Guard or Operator on duty. Vendor shall be held responsible for complying with these procedures.

EXHIBIT II

1. Survey Area:
    - Detect sulfide odor.
    - Detect organic odor.
    - Detect chemical odor.

2. Inspect scrubber, piping etc. for leaks.
3. Perform hydrogen sulfide test using Gastec tube:
    - Pull sample from exhaust first in order to preserve life of Gastec tube.
    - Pull sample from suction side (going into scrubber).
    - Check airflow with anemometer.

4. Check pH in each sump:
    - Compare pH reading in sump #2 to the controller. They should be the same.
    - Compare controller to transmitter (if available).

5. Check chlorine residual in each sump:
    - Chlorine should be present in sump #3 only.
    - Less than two parts is acceptable in sump #2.
    - Chlorine should not be present in sump # 1

6. Check bleach feed rate.

7. Check make-up water feed rate.

8. Check chemical levels in storage tanks.

9. Inspect towers for calcium and sulfur build-up,

10. Inspect spray nozzles; be sure all have even spray pattern over packing and are free of calcium and sulfur build-up.

11. Inspect duckbill valves. They should be free of calcium and sulfur build-up:
    - In closed position valve should be even and tip should be completely closed.

12. Check all hose clamps and hose fittings for leaks. Replace as needed.

13. Check wye strainers for trash. Replace as needed.

14. Inspect chemical pumps for leaks:
    - Make sure pumps are not pulling air.
    - Re-check chemical lines if pumps are drawing large amounts of air.

15. Check all GFCI switches:
    - Make sure all power switches are tight and operating.
    - Terminal wire strips should be inspected to ensure **all** connections are tight and secured.

Details of the Springtree WWTF Degasifier program are as follows:

1. Survey Area:
    - Detect sulfide odor.
    - Detect chemical odor.

2. Visually Inspect Degasifier towers for calcium and sulfur build-up. Report media condition.

3. Report magnehelic pressure reading, if applicable

4. Check airflow with anemometer.

Exhibit III

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

SOLE SOURCE/SINGLE SOURCE JUSTIFICATION FORM

Date: 12/3/2025 **Department:** UTILITIES **Requisition No.:** _____

Department Contact: TED PETRIDES

Proposed Sole Source Vendor: Evoqua Water Technologies **Vendor No.:** 1320

One-Time Purchase ☐ **Purchase Amount: $** _____

Annual Purchase ☑ **Estimated Annual purchase amount: $** >$25,000

1. Description of Services/Products: (Attach a quote in addition to filling out this section)

   Service and Maintenance of scrubber systems for wastewater treatment odor control treatment.

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)

   The Sawgrass and Springtree Wastewater Treatment Plants are equipped with LOPRO and Poly Stage odor control treatment systems manufactured by Evoqua Water Technologies. The odor control treatment systems prevent odors from making their way into the air and are required to remain operational 24 hours, 7 days per week per our Broward County Air Pollution Control Licenses.

   Due to the technically specialized features and construction of these systems, complexity in operating and maintaining the systems and the possibility that the systems could be rendered inoperable if not properly maintained, it is essential that a qualified service provider be available to assist the Plant Operations staff with technical service and maintenance.

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. _____

xylem

Evoqua Water Technologies LLC
2650 Tallevast Road, Sarasota, FL 34243, USA
t +1 941 359-7940, f +1 941 359 7985
utilityservicesinbox@xylem.com, www.xylem.com

December 4, 2025

Ted Petrides, P.E.
Plant Operations Director
Utilities/Plant Operations
City of Sunrise
City of Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, FL 33325
Office: (954) 888-6035
Email: tpetrides@sunrisefl.gov

RE: LO/PRO® SCRUBBER SOLE SOURCE

Dear Mr. Petrides:

Evoqua Water Technologies LLC is the sole source provider, manufacturer and is the only factory trained and factory authorized provider of parts, repair, and services for our line of LO/PRO and Poly Stage™ wet scrubber lines, and Vapor Phase odor control scrubber systems. This includes the LO/PRO® wet scrubber lines manufactured exclusively from our Evoqua facilities. LO/PRO is a registered trademark of Evoqua Water Technologies LLC.

Should you have any questions or need additional information, please do not hesitate to contact me at (561) 917-0251.

Sincerely,

Richard Sanchez

Richard Sanchez
Executive Sales – Utility Services

Evoqua Water Technologies LLC

RS:kwm

Detail by Entity Name

Foreign Limited Liability Company
EVOQUA WATER TECHNOLOGIES LLC

Filing Information

Document Number	M13000002724
FEI/EIN Number	80-0909020
Date Filed	04/30/2013
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	04/10/2025
Event Effective Date	NONE

Principal Address

111 47th Street
Pittsburgh, PA 15201

Changed: 04/21/2025

Mailing Address

111 47th Street
Pittsburgh, PA 15201

Changed: 04/21/2025

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 10/13/2017

Address Changed: 10/13/2017

Authorized Person(s) Detail

Name & Address

Title VP

Alban, David Michael
111 47th Street
Pittsburgh, PA 15201

Title Member

EWT Holdings III Corp.
111 47th Street
Pittsburgh, PA 15201

Annual Reports

Report Year	Filed Date
2023	02/16/2023
2024	03/05/2024
2025	04/21/2025

Document Images

04/21/2025 -- ANNUAL REPORT	View image in PDF format
04/10/2025 -- LC Amendment	View image in PDF format
09/11/2024 -- LC Amendment	View image in PDF format
03/05/2024 -- ANNUAL REPORT	View image in PDF format
02/16/2023 -- ANNUAL REPORT	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
05/05/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
12/10/2018 -- LC Amendment	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
11/08/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
10/27/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
10/13/2017 -- CORLCRACHG	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
02/19/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- LC Amendment	View image in PDF format
03/16/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/04/2014 -- LC Amendment	View image in PDF format
01/29/2014 -- LC Name Change	View image in PDF format
04/30/2013 -- Foreign Limited	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4K **Meeting Date:** 3/24/2026

City Reference Number (C#): C26073

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of materials, supplies, parts, services and training for ProMinent Fluid Controls, Inc.'s products, from Trinova, Inc. as the single source provider; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
401.42.59.536.504670 – Maintenance Wastewater Plant

Amount:
$70,000.00 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2025/2026.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26073
Sole Source Justification Form
Sunbiz - Trinova, Inc.

Background:
The City of Sunrise, Utilities Department utilizes equipment manufactured by ProMinent Fluid Controls, Inc., including pumps and low-pressure plastic piping at its water and wastewater facilities for chemical feed systems. These systems serve as critical parts of the Department's utility infrastructure and day-to-day operations. As such, the chemical feed equipment must be maintained properly to keep these systems operational.

These systems necessitate the purchase of materials, supplies, parts, services, and training from Trinova, Inc. as the exclusive provider. Trinova, Inc.is the sole source representative of ProMinent Fluid Controls, Inc.'s products.

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 material, supplies, parts, services, and training on an as-needed basis for ProMinent Fluid Controls, Inc.'s products from Trinova, Inc. as the sole source provider for (a) budgeted purchases in the current fiscal year and (b) for future purchases for three years from the effective date of this Resolution of materials, supplies, parts, services and training that do not exceed budgeted funds.

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 THE PURCHASE OF MATERIALS, SUPPLIES, PARTS, SERVICES AND TRAINING FOR PROMINENT FLUID CONTROLS, INC.'S PRODUCTS, FROM TRINOVA, INC. AS THE SINGLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

WHERAS, the City of Sunrise Utilities Department utilizes equipment manufactured by ProMinent Fluid Controls, Inc. (ProMinent), including pumps and low-pressure plastic piping, at the City's water and wastewater facilities for chemical feed systems; and

WHEREAS, Trinova, Inc. is the single source provider of ProMinent's materials, supplies, parts, services and training for local governments.

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

Section 1. The purchase of materials, supplies, parts, services, and training for ProMinent Fluid Controls, Inc.'s products from Trinova, Inc. on an as-needed basis is hereby approved.

Section 2. Pursuant to Section 5-173(c)(3) of the Code of Ordinances of the City of Sunrise Florida, the City's formal bidding procedures are waived as to Trinova, Inc., as the single source provider, 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 materials, supplies, parts, services and training 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 purchase.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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: 02/23/2026 **Department:** Utilities **Requisition No.:** _____

Department Contact: Wilhelmina Montero

Proposed Sole Source Vendor: TriNova Inc. **Vendor No.:** 1608

One-Time Purchase ☐ **Purchase Amount: $** _____

Annual Purchase ☑ **Estimated Annual purchase amount: $** >24,999.99

---

1. Description of Services/Products: (Attach a quote in addition to filling out this section)

   Water and Wastewater Treatment supplies, parts, services and training for ProMinent Fluid Control products.

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)

   The Utilities Department has ProMinent pumps and low pressure plastic piping at several facilities for chemical feed and require the authorization to purchase materials and services from this vendor in order to keep these systems operational. ProMinent Fluid Controls, Inc has appointed TriNova, Inc – Florida, as its authorized single source representative for the municipal market. TriNova Inc represents ProMinent Fluid Controls as a direct sales and service agent to local, county and state governments. (Sole source letter attached.)

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, P.E., CFM

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. _____

January 1st, 2026

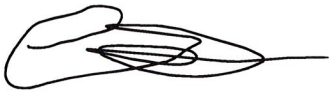
ProMinent Fluid Controls, Inc has appointed TriNova, Inc – Florida, as our authorized single source representative for the municipal market. TriNova Inc represents ProMinent Fluid Controls as a direct sales and service agent to local, county and state governments and sales to contractors and/or system integrators on municipal projects for the state of Florida, excluding the panhandle. To properly support ProMinent customers, TriNova personnel receive exclusive yearly factory training to keep up with the latest technologies.

TriNova Inc – Florida corporate office is as follows:

TriNova Inc
2401 Drane Field Road
Lakeland, FL 33811

Tel: 863-682-4500
Fax: 863-687-0077
Email: flsales@trinovainc.com

Very truly yours,
PROMINENT FLUID CONTROLS, INC



Chad Kloft
Regional Sales Manager

Detail by FEI/EIN Number

Foreign Profit Corporation
TRINOVA, INC.

Filing Information

Document Number	F13000001319
FEI/EIN Number	63-0517031
Date Filed	03/25/2013
State	AL
Status	ACTIVE

Principal Address

2401 DRANE FIELD ROAD
LAKELAND, FL 33811

Changed: 08/05/2016

Mailing Address

4485 LAUGHLIN DR S
MOBILE, AL 36693

Changed: 01/11/2021

Registered Agent Name & Address

WATSON, ROBERT V
2401 DRANE FIELD ROAD
LAKELAND, FL 33811

Name Changed: 08/05/2016

Address Changed: 08/05/2016

Officer/Director Detail

Name & Address

Title P

WATSON, ROBERT V
8828 DAWES LAKE ROAD
MOBILE, AL 36619

Annual Reports

Report Year	Filed Date
2024	01/15/2024
2025	01/13/2025
2026	01/09/2026

Document Images

01/09/2026 -- ANNUAL REPORT	View image in PDF format
01/13/2025 -- ANNUAL REPORT	View image in PDF format
01/15/2024 -- ANNUAL REPORT	View image in PDF format
03/01/2023 -- ANNUAL REPORT	View image in PDF format
02/17/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
04/14/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
08/05/2016 -- Reg. Agent Change	View image in PDF format
03/23/2016 -- ANNUAL REPORT	View image in PDF format
02/27/2015 -- ANNUAL REPORT	View image in PDF format
03/01/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- Foreign Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Luxe Golf

Item Number: 5A **Meeting Date:** 3/24/2026

City Reference Number (C#): C26056

Item Description:

Special Exception - Board of Adjustment Board - March 3, 2026 Passed 5-0

A Resolution of the City of Sunrise, Florida, granting a Special Exception Use Permit for an amusement/recreation enterprises (indoor) use located at 1314 SW 160 Avenue within the Indian Trace Shopping Center; 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.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution C26056
Exhibit A - Staff Report
Letter of Intent
Floor Plan
Survey
Site Photographs
Public Notice
Legal Ad
Letter to Applicant

Background:

This is an application for Special Exception use approval of a proposed amusement/recreation enterprises (indoor) use located at 1314 SW 160 Avenue within the Indian Trace Shopping Center, as shown on the location map in the attached Staff Report. The property is zoned B-2, Community 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 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 beer and wine 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."
3. Install soundproofing to meet or exceed an STC rating of 60.

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:

4. Deploy a multi-camera CCTV system.
5. Install a monitored alarm system.
6. Register under the City of Sunrise "Trespass Program."
7. Maintain the following hours for the establishment: Sunday through Thursday from 7:00 AM to 11:00 PM, and Friday and Saturday from 7:00 AM to 12:00 AM. Any change of hours will require a revised Special Exception.
8. The establishment will not be a nightclub nor banquet hall as defined by the City of Sunrise Land Development Code (LDC) Section 16-277.

Staff completed an open building permit and code violation search. There are no open building permits. There are no active building code violations and one active City Code violation.

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: 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, GRANTING A SPECIAL EXCEPTION USE PERMIT FOR AN AMUSEMENT/RECREATION ENTERPRISES (INDOOR) USE LOCATED AT 1314 SW 160 AVENUE WITHIN THE INDIAN TRACE SHOPPING CENTER; 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 the City of Sunrise, Florida (City Code), Luxe Golf LLC (Applicant), has applied to the City Commission for approval of a special exception use permit for an amusement/recreation enterprises (indoor) use located at 1314 SW 160 Avenue, Sunrise, Florida, within the Indian Trace Shopping Center.

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

Section 1. The foregoing Whereas clause is hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval of Special Exception Use Permit. Pursuant to Application No. SE-000073-2026 (87:50028), the issuance of a special exception use permit for an amusement/recreation enterprises (indoor) use is hereby 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 above 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) of the City Code, 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 _____, 2026.

_____
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

LUXE GOLF (SPECIAL EXCEPTION)

Summary

This is an application for a Special Exception use approval for a proposed amusement/recreation enterprises (indoor) use known as Luxe Golf at the existing Indian Trace Shopping Center, located at 1314 SW 160 Avenue, as shown on the location map. The property is currently zoned B-2 (Community Business District) and designated Commercial on the City's Future Land Use Map. This application requires City Commission approval per Subsection 16-79(d) of the Land Development Code (LDC) for a Special Exception.

General Information

The subject site's original master Site Plan was approved on April 27,1987, via Resolution No. 87-90. Subsequent approvals for other phased buildings were also approved. This application proposes converting an existing building bay's instructional school into an amusement/recreation enterprises (indoor) use.

The subject property is located within the 84 South Development of Regional Impact (DRI). The DRI was originally established by the Broward County Board of County Commissioners on November 1, 1977, via Ordinance No. 77-36-z. The City of Sunrise City Commission annexed the DRI and adopted the development order ordinance on June 28, 1983, via Ordinance No. 269. The proposed development complies with the existing DRI.

The are currently active applications for a Rezoning (RZ-000203-2025), a Master Plan (MP-0000303-2025) and a modification to the Development Order for the 84 South DRI (DRI-000507-2025) which include the subject property. These applications do not affect the proposed Special Exception use proposal.

Project Description

The applicant proposes to convert 3,056 square feet of existing instructional school space within the Indian Trace Shopping Center to an amusement/recreation enterprises (indoor) use known as "Luxe Golf".

The Luxe Golf facility provides access to golf instructors, as well as training through simulators for all golf levels and skills. While there will be no food service provided, the facility

intends to sell beer and wine to patrons thereby reclassifying the business from an instructional use to an amusement/recreation (indoor) use.

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 Indian Trace Shopping Center 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 amusement/recreation enterprises (indoor) use. Therefore, the proposed amusement/recreation (indoor) use complies with the distance separation requirements of the City Code.

The business proposes to operate seven (7) days per week, Sunday through Thursday from 7:00 AM to 11:00 PM, and Friday and Saturday from 7:00 AM to 12:00 AM. The business currently has four (4) total staff members. During operating hours, one to two employees will be on site at all times.

Pursuant to Subsection 16-144(a) of the LDC, the amusement/recreation enterprises (indoor) use requires one (1) parking space per 200 square feet of gross floor area, rather than one (1) parking space per 250 square feet as required for the instructional school use previously occupying this space. Therefore, the 3,056 sq. ft. use would require a total of sixteen (16) parking spaces, rather than thirteen (13) spaces, which is an increase of three (3) required spaces. Staff has determined the property has sufficient parking to accommodate this use's parking requirement.

Staff Evaluation

The applicant has addressed the criteria established in Subsection 16-36(d) of the LDC for the granting of a Special Exception use as follows:

IMPACT ON SURROUNDING PROPERTIES: The applicant states that the approval of the Special Exception will not interfere with the property rights of adjacent landowners. Luxe Golf is part of the Indian Trace Shopping Center and is surrounded by a multitude of uses to the north, east, south, and west which include a Dollar Tree, AMC Weston, Med Spa, several restaurants and retail establishments. The hours of operation are consistent with other entertainment venues in the area, and Luxe Golf's customer base is primarily families, golf enthusiasts, and small groups seeking a relaxed, recreational experience. The establishment is designed to operate with minimal environmental impact and full consideration for surrounding properties. It will not produce excessive noise, as gameplay occurs indoors using simulators that emit only ambient sound. There will not be any live music, amplified events, or large gatherings that would disrupt neighboring businesses, nor residents, and the establishment will maintain a noise level STC rating of 60 or will soundproof as needed.

Lighting within the space is fully enclosed and adjustable with no exterior light spill or signage that would contribute to light pollution. Additionally, there will not be storage or use of any hazardous or flammable materials on-site.

Both alcoholic and non-alcoholic beverages will be kept in a locked refrigerator behind the reception desk, which is continuously supervised by staff and video surveillance. The establishment will adhere to the City of Sunrise Code Section 3-6, requiring signage warning the danger of consuming alcoholic beverages during pregnancy. Luxe Golf will also employ several security measures including cameras to watch the fridge and entire lobby area – accessible both on-site and remotely. Inventory will consist of water, beer, wine and seltzers. No one will have access to the refrigerator other than staff, who will all be trained and over the age of 21. Training will cover, but not be limited to, ID verification, signs of intoxication and refusal techniques. Only staff will be able to serve both alcoholic and non-alcoholic beverages to customers – self-service will be prohibited and there will be a strict “No BYOB” policy. All beverage transactions will be handled directly by staff to ensure alcoholic beverages are served responsibility and never accessible to minors. Additional signage (No Alcohol Served to Minors) and internal protocols will reinforce the strict policy of ID verification for any customer requesting alcohol. The applicant further states there is no intention of installing a bar, serving hard liquor or food. All deliveries will be conducted in a safe and non-disruptive manner, by coordinating scheduled drop-offs during off-peak hours directly to the rear service entrance. All deliveries will be handled by licensed distributors in accordance with state and local regulations. Upon arrival, alcoholic beverages will be immediately transferred to the locked refrigerator located behind the reception desk. This controlled process ensures minimal impact on plaza operations, pedestrian flow, and overall community comfort. Luxe Golf will also maintain operating hours as regulated by the City of Sunrise Code Section 3-4.

TRAFFIC: The applicant states the Special Exception will not cause a noticeable increase in traffic to the area as the establishment’s hours of operation align with existing center’s activity. Luxe Golf’s customer flow is steady but modest, with most guests arriving in pairs (no more than 4 to a group) and requiring a reservation which helps regulate peak usage and avoid congestion. Hours of operation are staggered to complement existing plaza activity with the busiest times occurring after traditional business hours when traffic is already tapering off. The Indian Trace Shopping Center provides more than the required number of spaces needed for this establishment and the landlord has confirmed that Luxe Golf will have 16 dedicated parking spots allotted. Lastly, the traffic associated with the Special Exception will have minimal impact on residential streets as the location is completely surrounded by commercial uses.

COMPREHENSIVE PLAN: The proposed special exception for the Amusement/recreation enterprises (indoor) is consistent with the following goal and policy of the City of Sunrise’s 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 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 are allowed by special exception only.

> Applicant's Response: *The business supports the Plan's emphasis on promoting mixed-use development, enhancing recreational opportunities, and encouraging economic vitality within established commercial corridors. By offering a tech-forward, family-friendly indoor golf experience, Luxe Golf contributes to the City's vision of creating diverse, accessible recreational amenities that serve residents of all ages and skill levels. The request to offer limited beer and wine service aligns with the Plan's objective to support small businesses in enhancing customer experience while maintaining public safety and neighborhood compatibility. The applicant is not seeking to introduce a new use that disrupts the character of the area, but rather to responsibly expand our offerings in a way that complements surrounding businesses and strengthens the plaza's role as a community destination. The applicant is committed to operating in a manner that respects the city's long-term planning goals and contributes positively to the social and economic fabric of Sunrise.*

OTHER FACTORS: The applicant states that approving the Special Exception will enhance the social and recreational fabric of the community by offering a safe, inclusive, and aesthetically pleasing environment for residents and visitors alike. Luxe Golf is fully committed to preserving public health, safety, and welfare. The facility is clean, well-lit, and professionally staffed during operating hours. Security measures included an alarm system as well as cameras running 24 hours a day, 7 days a week, and monitored both on-site and remotely. Excessive noise is not expected as the establishment will not be a nightclub, host any live events, be a private event space nor a banquet hall. Alcoholic beverages will be stored securely in a locked refrigerator behind the reception desk, which is continuously supervised and drinks will not be permitted outside. A strict no smoking policy will also be enforced. The primary revenue will be golf.

Furthermore, a copy of a beer/wine license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco will be provided to the City of Sunrise – both the Planning Division and the Business Tax Division. The applicant also commits, prior to the issuance of a Business Tax Receipt (BTR), to registering with the City of Sunrise "Trespass Program".

Staff Recommendation to the Board of Adjustment, March 3, 2026

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 beer and wine 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.”
3. Install soundproofing to meet or exceed an STC rating of 60.

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:

4. Deploy a multi-camera CCTV system.
5. Install a monitored alarm system.
6. Register under the City of Sunrise “Trespass Program.”
7. Maintain the following hours for the establishment: Sunday through Thursday from 7:00 AM to 11:00 PM, and Friday and Saturday from 7:00 AM to 12:00 AM. Any change of hours will require a revised Special Exception.
8. The establishment will not be a nightclub nor banquet hall as defined by the City of Sunrise Land Development Code (LDC) Section 16-277.

Board of Adjustment Recommendation, March 3, 2026

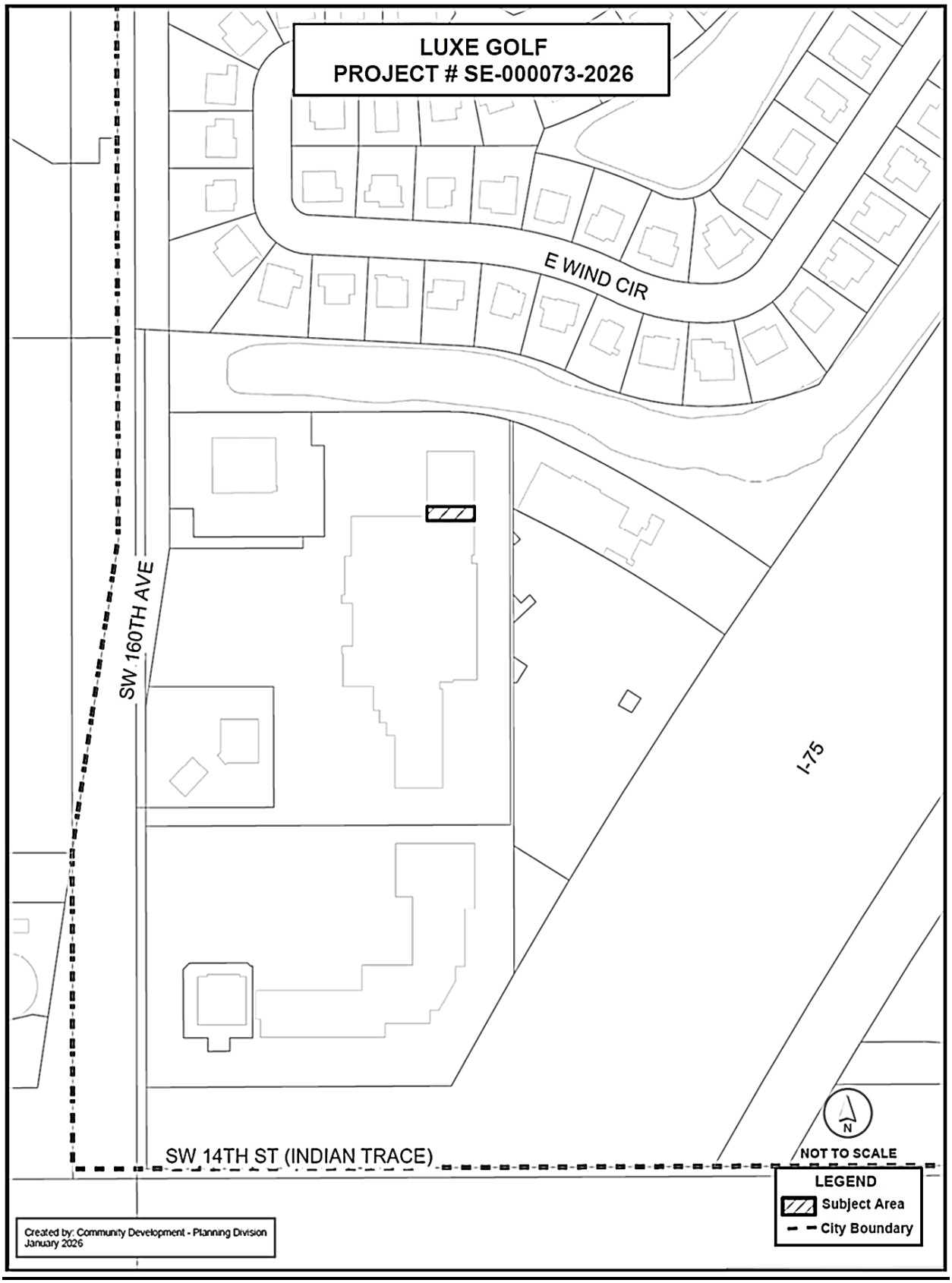
At its meeting on March 3, 2026, the Board of Adjustment approved Staff’s recommendation subject to the conditions listed above.

Final Recommendation to the City Commission, March 24, 2026

Staff recommend approval of this application subject to the conditions listed above.

Planner: Aristeus Johns
File No. SE-000073-2026 (87:50028)

LOCATION MAP



Luxe Golf LLC
1314 SW 160th Ave
Sunrise, FL 33326

Feb. 2, 2026

Re: Letter of Intent for Special Exception Application

Hello Ms. Gabriela,

My name is Christine Yi. My partner (NerdyGainz LLC) and I (Miso's House Inc) just recently opened an indoor golf simulator business, Luxe Golf, at 1314 SW 160th Ave, Sunrise, FL 33326 which is a 3,056 sq ft. retail space located within the Indian Trace Shopping Center that currently includes a variety of uses, such as a dollar store, AMC movie theatre, chiropractor's office, nail salon, and a variety of restaurants, among others. Luxe Golf is a premier indoor golf facility featuring state-of-the-art golf simulators, comfortable lounge areas, and a casual, family-friendly atmosphere. We offer individual and group play, instructional clinics, one-on-one training/lessons, tournaments, and private events.

Our hours of operation are as follows: Sunday through Thursday from 7:00 AM to 11:00 PM, and Friday and Saturday from 7:00 AM to 12:00 AM.

Luxe Golf currently has four (4) total staff members. During operating hours, one to two (1-2) employees will be on site at all times.

We filed our application with the business tax receipt office on Aug. 28 as a golf instructional facility since the primary focus of our business is teaching golf for all levels and skills. We provide access to golf instructors and our technology provides its own training through the simulators. However, after opening for business on Sept. 7, we have been receiving multiple requests from our customers to serve beer/wine which is why we are writing to formally request a Special Exception to become an indoor recreation/amusement facility as outlined under Sec. 16-79 where a Special Exception use for indoor recreation/amusement is permitted in a B2 Community Business District which Luxe Golf falls under. Furthermore, Luxe Golf fits the definition of indoor recreation under Sec. 16-277, which states "*Indoor recreation:* A permanent structure containing facilities for recreational activities, such as tennis, platform games, swimming, exercise, handball, and similar activities."

We understand that with our request we will need to address the following points as required by Sec. 16-36(d) of the Land Development Code:

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 effect that the proposed special exception use will have on the safety and welfare of the minor residents of the area.

Approval of the Special Exception will not interfere with the property rights of adjacent landowners. Luxe Golf is part of the Indian Trace Shopping Center and is surrounded by a multitude of commercial uses to the north, east, south, and west. These uses include a Dollar Tree, AMC Weston, Med Spa, several restaurants and retail establishments. Our hours of operation are consistent with other entertainment venues in the area, and our customer base is primarily families, golf enthusiasts, and small groups seeking a relaxed, recreational experience. We are designed to operate with minimal environmental impact and full consideration for surrounding properties. Our facility does not produce excessive noise, as gameplay occurs indoors using simulators that emit only ambient sound. We do not host live music, amplified events, or large gatherings that would disrupt neighboring businesses or residents. We will maintain a noise level STC rating of 60 or below and soundproof as needed. Lighting within our space is fully enclosed and adjustable, with no exterior light spill or signage that would contribute to light pollution. All of our lighting is LED-based and energy-efficient. We do not store or use any hazardous or flammable materials on-site. Both alcoholic and non-alcoholic beverages will be kept in a locked refrigerator behind our reception desk, which is continuously supervised by staff and video surveillance. We will adhere to the City of Sunrise Code Section 3-6, which requires signage warning the danger of consuming alcoholic beverages during pregnancy. In order to ensure the utmost safety of the employees and customers, Luxe Golf will employ several security measures. Our camera watches the fridge and entire lobby area. We can access live and historical data on our camera system on-site and remotely. Our inventory will consist of water, beer, wine and seltzers. No one will have access to the refrigerator other than our staff, who will all be trained and over the age of 21. Training will cover, but not be limited to, ID verification, signs of intoxication and refusal techniques. Only staff will be able to serve both alcoholic and non-alcoholic beverages to our customers. We do not permit self-service and will maintain a strict No BYOB policy. All beverage transactions will be handled directly by staff to ensure alcoholic beverages are served responsibility and never accessible to minors. Additionally, signage (No Alcohol Served to Minors) and internal protocols will reinforce our strict policy of ID verification for any customer requesting alcohol. Our facility is designed to be family-friendly, and we take our responsibility to maintain a safe, respectful environment for guests of all ages seriously. We also have no intention of installing a bar, serving hard liquor or food, and our alcohol service will be limited, controlled, and an accessory to our primary business of indoor golf and recreation. In addition, we will ensure that alcohol deliveries are conducted in a safe and non-disruptive manner, Luxe Golf will coordinate scheduled drop-offs during off-peak hours—typically weekday mornings before customer traffic begins. Deliveries will be made directly to our rear service entrance, which is accessible without interfering with public walkways or neighboring businesses. All deliveries will be handled by licensed distributors in accordance with state and local regulations. Upon arrival, alcoholic beverages will

be immediately transferred to our locked refrigerator located behind the reception desk, where it will remain continuously supervised by staff and video surveillance. We will not store alcohol in bulk or in any unsecured areas, and no deliveries will occur during high-traffic hours. This controlled process ensures minimal impact on plaza operations, pedestrian flow, and overall community comfort. We also meet the City of Sunrise Code Section 3-4: *Hours of sale, service, and consumption on the premises.* Unless otherwise provided, no alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding an alcoholic beverage license for consumption on the premises except during the following hours: between 7:00 a.m. and 1:00 a.m., unless the place holding an alcoholic beverage license has been granted an extended hours license pursuant to Article II of this chapter. Luxe Golf's operating hours fall within the previously mentioned timeframe. With the above mentioned measures, we will be able to ensure that Luxe Golf remains a safe, quiet, and respectful addition to the plaza and the broader Sunrise community.

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 Special Exception will not cause a noticeable increase in traffic to the area as our hours align with existing plaza activity. Our facility is located within a well-established commercial plaza that already accommodates high-traffic businesses such as AMC Theatres and multiple restaurants. Our customer flow is steady but modest, with most guests arriving in pairs (no more than 4 to a group), and our reservation-based model helps regulate peak usage and avoid congestion. We do not host large-scale events or walk-in crowds that would overwhelm parking or roadways. Additionally, our hours of operation are staggered to complement existing plaza activity—our busiest times occur after traditional business hours, when traffic is already tapering off.

Per Section 16-144, Amusement/recreation enterprises (indoor or outdoor) and automatic amusement centers are required to have one (1) parking space per every two hundred (200) square feet of gross floor area. Since our space is 3,056 sq ft we need 16 parking spaces. The Indian Trace Shopping Center provides more than the required number of spaces, and our landlord has confirmed that Luxe Golf will have 16 dedicated parking spots allotted.

Lastly, the traffic associated with the Special Exception will have minimal impact on residential streets as our location is completely surrounded by commercial uses. We are confident that our presence will integrate smoothly into the plaza's existing traffic ecosystem without disruption.

3) Comprehensive Plan - *Conformity to goals, objectives and policies of the Sunrise Comprehensive Plan.*

Our operations and proposed accessory use conform to the goals, objectives, and policies outlined in the City of Sunrise Comprehensive Plan, specifically:

- 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.
- 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.

Our business supports the Plan's emphasis on promoting mixed-use development, enhancing recreational opportunities, and encouraging economic vitality within established commercial corridors. By offering a tech-forward, family-friendly indoor golf experience, Luxe Golf contributes to the city's vision of creating diverse, accessible recreational amenities that serve residents of all ages and skill levels. Our request to offer limited beer and wine service aligns with the Plan's objective to support small businesses in enhancing customer experience while maintaining public safety and neighborhood compatibility. We are not seeking to introduce a new use that disrupts the character of the area, but rather to responsibly expand our offerings in a way that complements surrounding businesses and strengthens the plaza's role as a community destination. We are committed to operating in a manner that respects the city's long-term planning goals and contributes positively to the social and economic fabric of Sunrise.

4) Other factors - *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.*

Approving the Special Exception will enhance the social and recreational fabric of the community by offering a safe, inclusive, and aesthetically pleasing environment for residents and visitors alike. Luxe Golf is fully committed to preserving public health, safety, and welfare. Our facility is clean, well-lit, and professionally staffed at all times during operating hours. We also have security cameras running 24 hours a day, 7 days a week, which we are able to monitor on site and remotely along with a brand new alarm system. We don't anticipate excessive noise since we are not running a night club or hosting any live events. The use will not be a private event space or banquet hall. Alcoholic beverages will be stored securely in a locked refrigerator behind our reception desk, which is continuously supervised and we will not allow anyone to take drinks outside. We also have a strict no smoking policy. This setup ensures responsible service and reinforces our position that alcohol is an accessory offering—not a primary revenue stream.

5) B-6 District intensity and density - *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.*

Since Luxe Golf is located within the B-2 zoning district, this criterion is not applicable.

We wish to emphasize that our intention to change our business class from instructional to recreational is not to become a traditional bar, tavern, or night club. Our primary revenue generator will still be golf. Our intention is to offer a modest selection of beer and wine solely as a complementary enhancement to our indoor golf experience, reflecting the ambiance of a traditional golf course clubhouse rather than a full-service bar. We are not a Top Golf nor a Dave & Busters type of business. We have no desire to sell food or hard liquor. We only desire the opportunity to elevate our customers' experience at Luxe. Our private events will also be modest in scale and carefully managed to ensure minimal impact on surrounding businesses and the community. A typical private event might be a birthday party or small group gathering where guests reserve all three golf simulator bays for a designated time block. During these events, the facility remains closed to other bookings, and no walk-in customers will be able to come in since we will have all of our golf simulators reserved. This ensures a controlled environment with predictable guest flow and no overcrowding. All private events are booked in advance through our reservation system, allowing us to manage staffing, parking, and customer experience with precision. We do not host large-scale public events, concerts, or allow the hiring of DJs or other entertainment that would generate excessive noise or traffic. Our private events are designed to be intimate, recreational, and family-friendly—aligned with our core mission of providing a safe, enjoyable indoor golf experience. Again, the use will not be a private event space or banquet hall.

We are located in the same plaza as the AMC 8 movie theatre and other restaurants, all of which serve alcohol. However, AMC's primary revenue stream is from the purchase of movie tickets while the restaurants' majority income stems from food sales rather than alcoholic beverages. We are hoping to be granted the same permission. We are eager to work collaboratively with the City of Sunrise to ensure Luxe Golf is a valued and compliant addition to the community. We are committed to preserving public health, safety, and comfort of our neighborhood in addition to offering an aesthetically pleasing and socially beneficial environment for our neighbors. We will operate within a schedule and set of rules that respect both our surrounding businesses and residents. Our goal is to be a long-term, high-value recreational asset that's designed to elevate—not disrupt—the plaza and community of Sunrise.

The addition of Luxe Golf as an indoor recreation/amusement facility will blend seamlessly with the area's uses and since our inception, we have been met with a warm welcome from our neighbors and community. It is important to note that we have ZERO intentions on making any changes to our business operations or perform any remodeling to the property. We only request to change our business use to indoor recreation/amusement to apply for a beer/wine 2COP license for on-premises consumption.

Furthermore, a copy of a beer/wine license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco will be provided to the City of Sunrise – both the Planning Division and the Business Tax Division. We also commit, prior to the issuance of a Business Tax Receipt (BTR), to registering with the City of Sunrise "Trespass Program."

We appreciate your time and consideration of our request. We want to maintain the highest standards of safety, compliance, and neighborly respect and look forward to the opportunity to enhance our contribution to the City of Sunrise.

Sincerely,

Christine Yi
CEO
Luxe Golf LLC

Christine Yi

Larry Boucher
COO
Luxe Golf LLC

Larry Boucher



Image above is aerial view of unit in same directional view as floor plan.

IMG_2654.PNG

EAST

N

Stockroom

Bath 1

Bath 2

Sofa

Foosball Table

Sofa

Open Putting Area

NORTH

Fridge

Cleaning Station

Reception

3056 sq feet

SOUTH

Table

Table

Table

Lobby

Bay 3

Bay 2

Bay 1

Bench

Chair

Chair

WEST

://mail.google.com/mail/u/1/#search/floor+plan?projector=1

prepared by:
McLAUGHLIN ENGINEERING COMPANY (LB#285)
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
PHONE: (954) 763-7611
FAX: (954) 763-7615

ALTA/ACSM LAND TITLE SURVEY

PORTION OF PARCEL "K" & PARCEL "K-2" NEW RIVER ESTATES, SECTION NINE PLAT BOOK 126, PAGE 46, B.C.R.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

www.MEC0400.com

TITLE NOTES:

There are no other Easements, Rights-of-way, or road reservations of record affecting this property per First American Title Insurance Company Commitment File No. 1082-3341859 Rev. A, effective date April 30th, 2015 at 8:00AM.

9) Easements and Dedications per Plat Book 126, Page 46 and O.R. Book 27102, Page 20 of the Public Records of Broward County, Florida affect this property as shown.

10) Reservations per Deed Book 458, Page 493 of the Public Records of Broward County, Florida are affected. O.R. Book 13501, Page 367 of the Public Records of Broward County, Florida and Partial Release per O.R. Book 13594, Page 572 of the Public Records of Broward County, Florida affect this property (nothing plottable, this property is released from reservation).

11) Resolution per O.R. Book 3438, Page 60 of the Public Records of Broward County, Florida affects this property (nothing plottable).

12) Ordinance No. 77-36(2) per O.R. Book 7340, Page 895 of the Public Records of Broward County, Florida affects this property (nothing plottable).

13) Agreement per O.R. Book 14759, Page 23 of the Public Records of Broward County, Florida does not affect this property.

14) Easement per O.R. Book 14536, Page 587 of the Public Records of Broward County, Florida affects this property as shown.

15) Agreement per O.R. Book 5832, Page 92 of the Public Records of Broward County, Florida assigned per O.R. Book 5898, Page 772 of the Public Records of Broward County, Florida affects this property.

16) Agreement per O.R. Book 5832, Page 62 of the Public Records of Broward County, Florida and assignment per O.R. Book 5898, Page 772 of the Public Records of Broward County, Florida affects this property.

17) Covenants and Restrictions per O.R. Book 8812, Page 63 and amended per O.R. Book 9053, Page 805 of the Public Records of Broward County, Florida; O.R. Book 9429, Page 170 of the Public Records of Broward County, Florida; O.R. Book 9598, Page 855 of the Public Records of Broward County, Florida; O.R. Book 10584, Page 105 of the Public Records of Broward County, Florida; O.R. Book 12276, Page 506 of the Public Records of Broward County, Florida; O.R. Book 13267, Page 375 of the Public Records of Broward County, Florida; O.R. Book 13501, Page 377 of the Public Records of Broward County, Florida; O.R. Book 20166, Page 171 of the Public Records of Broward County, Florida; O.R. Book 20160, Page 174 of the Public Records of Broward County, Florida; O.R. Book 14794, Page 316 of the Public Records of Broward County, Florida affects this property.

18) Easement per O.R. Book 10452, Page 174 of the Public Records of Broward County, Florida affects this property as shown.

19) Easement per O.R. Book 10749, Page 238 of the Public Records of Broward County, Florida affects this property as shown.

20) Easement per O.R. Book 14691, Page 162 of the Public Records of Broward County, Florida affects this property as shown.

21) Covenants and Restrictions per O.R. Book 14942, Page 872 of the Public Records of Broward County, Florida and amended per O.R. Book 16928, Page 999 of the Public Records of Broward County, Florida; O.R. Book 28582, Page 130 of the Public Records of Broward County, Florida; O.R. Book 40462, Page 628 of the Public Records of Broward County, Florida; and O.R. Book 41512, Page 1242 of the Public Records of Broward County, Florida affects this property.

22) Easement per O.R. Book 15308, Page 390 of the Public Records of Broward County, Florida affects this property as shown.

23) Easement per O.R. Book 15306, Page 420 of the Public Records of Broward County, Florida affects this property as shown.

24) Agreement per O.R. Book 15061, Page 740 of the Public Records of Broward County, Florida affects this property.

25) Agreement per O.R. Book 15507, Page 715 of the Public Records of Broward County, Florida affects this property.

26) Easement per O.R. Book 16026, Page 975 of the Public Records of Broward County, Florida and O.R. Book 22102, Page 8 of the Public Records of Broward County, Florida affects this property as shown.

27) Agreement per O.R. Book 22303, Page 235 of the Public Records of Broward County, Florida affects this property as shown.

28) Agreement per O.R. Book 22268, Page 514 of the Public Records of Broward County, Florida affects this property.

29) Easement per O.R. Book 23563, Page 521 of the Public Records of Broward County, Florida affects this property as shown.

30) Agreement per O.R. Book 23868, Page 48 of the Public Records of Broward County, Florida and O.R. Book 28554, Page 294 of the Public Records of Broward County, Florida affects this property.

31) Easement per O.R. Book 23105, Page 594 of the Public Records of Broward County, Florida affects this property as shown.

32) Easement per O.R. Book 17804, Page 757 of the Public Records of Broward County, Florida affects this property as shown.

34) Easement per O.R. Book 40462, Page 634 of the Public Records of Broward County, Florida and O.R. Book 41512, Page 1237 of the Public Records of Broward County, Florida affects this property (blanket easement).

35) Intentionally deleted.

NOTES:

1) Boundary survey information does not infer Title or Ownership.

2) This property lies in Flood Zone "AH", Elev.=8.0, Per Flood Insurance Rate Map No. 12011C0530 H, Dated: August 18, 2014. Community Panel No. 120328.

3) Bearings shown hereon refer to record plat (126/46) and assume the South line of said Parcel "K" as North 89°46'02" East.

4) Underground improvements if any not located.

5) This drawing is not valid unless sealed with an embossed surveyors seal.

6) Boundary survey information does not infer Title or Ownership.

7) All iron rods 5/8", unless otherwise noted.

8) Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: Elev. =6.33

9) Elevations per North American Vertical Datum (1988) derived from National Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from http://www.tec.army.mil/

OFFICE NOTES

FIELD BOOK NO. Print, 105, PRINT

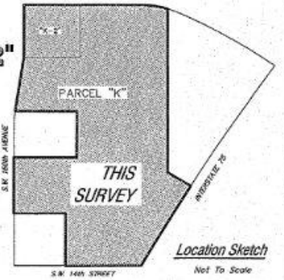
JOB ORDER NO. U-6398, V-0257, V-0733

CHECKED BY:

DRAWN BY: RGR, RT, RDR

C:\RUDY\2015\V0733\dwg\V0733.dwg 10/23/2015 2:03:47 PM EDT





Location Sketch
Not To Scale

LEGEND

Δ	= CENTRAL ANGLE (DELTA)
R	= RADIUS
A. OR L.	= ARC LENGTH
CH.BRG.	= CHORD BEARING
TAN.BRG.	= TANGENT BEARING
P.C.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
W/McL. CAP	= WITH McLAUGHLIN ENGINEERING CO. CAP
P.R.M.	= PERMANENT REFERENCE MONUMENT
CONC.	= CONCRETE
C.B.S.	= CONCRETE, BLOCK AND STUCCO
I.C.V.	= IRRIGATION CONTROL VALVE
W.M.	= WATER METER
B.F.P.	= BACK FLOW PREVENTOR
ELEV.	= ELEVATION
O/S	= OFFSET
A/C	= AIR CONDITIONING
℄	= CENTERLINE OF RIGHT-OF-WAY
F.P.L.	= FLORIDA POWER AND LIGHT CO.
S.B.T.	= SOUTHERN BELL TELEPHONE
B.C.R.	= BROWARD COUNTY RECORDS
D.C.R.	= DADE COUNTY RECORDS
P.B.R.	= PALM BEACH COUNTY RECORDS
O.R.	= OFFICIAL RECORDS BOOK
PG.	= PAGE
R/W	= RIGHT-OF-WAY
C.O.	= CLEAN OUT
C.L.F.	= CHAIN LINK FENCE
P.C.D.	= POLLUTION CONTROL DEVICE
DESC.	= DESCRIPTION

LEGEND:

- SET 5/8" IRON ROD L.B. 285
- GAS VALVE
- WATER METER
- SANITARY SEWER MANHOLE
- CLEAN OUT
- LAMP POST
- CATCH BASIN
- CURB INLET
- LIGHT POLE BASE
- CONCRETE LIGHT POLE
- WOOD POWER POLE
- ALUMINUM LIGHT POLE
- 8" X 8" COLUMN
- 4" X 4" COLUMN
- GAS VALVE
- DETERGENT VALVE
- DRAINAGE MANHOLE
- SPRINKLER TRAP MANHOLE
- TRAFFIC SIGNAL BOX
- CURB INLET
- TRAFFIC SIGN
- GRID
- BOLLARD
- FIRE HYDRANT
- ELECTRIC BOX
- SPRINKLER PIPE (ABOVE GROUND)
- MONITOR WELL
- VENT FOR UNDERGROUND TANK
- OVERHEAD ELECTRIC WIRE
- CHAIN LINK FENCE
- DEFENSIVE A/C
- O.R. BOOK = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- B.C.R. = BROWARD COUNTY RECORDS
- ELEV. = ELEVATION
- C.M.P. = CORRUGATED METAL PIPE
- D.I.P. = DUCTILE IRON PIPE
- M.H. = MANHOLE
- CB = CATCH BASIN
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- P.L. = PROPERTY LINE
- R/W = RIGHT OF WAY
- C.B.S. WALL
- = NON-VEHICULAR ACCESS LINE
- = CONCRETE

EASEMENT HATCH LEGEND:

- 12' WATER LINE EASEMENT (PER O.R. 22102, PG. 8, B.C.R.)
- 12' SANITARY SEWER EASEMENT (PER O.R. 17804, PG. 759, B.C.R.)
- 12' WATER LINE EASEMENT (PER O.R. 23563, PG. 521, B.C.R.)

ZONING INFORMATION:

This property is Zoned "B-2" Community Business District.

Setbacks:
Front = 25 Feet
Side Street = 75 Feet
Side = 10 Feet
Rear = 20 Feet

Maximum Building Height = 4 Stories
Zoning information per the Planning and Zoning Resource Company, por Report No. 84180-1, Dated: 05/06/2015.

The following Tax I.D. numbers are included in this survey: (Folio Numbers provided by Title Company)

504008-07-0010
504008-07-0012
504008-07-0014
504008-07-0020
504008-07-0021

Legal Description

A portion of Parcel "K" and Parcel "K-2", NEW RIVER ESTATES, SECTION NINE, according to the plat thereof, as recorded in Plat Book 126, Page 46, of the Public Records of Broward County, Florida, more fully described as follows:

(Description No. 4)
Beginning at the Southwest corner of said Parcel "K"; thence North 00°07'42" West, along the West line of said Parcel "K", a distance of 562.63 feet; thence North 08°46'02" East, along said West line, a distance of 245.75 feet; thence North 00°07'42" West, along the West line of said Parcel "K-2", a distance of 208.71 feet; thence North 89°52'18" East, a distance of 434.95 feet to a point of curve; thence Southeasterly along a curve to the right, with a radius of 354.39 feet and a central angle of 16°43'51", an arc distance of 103.48 feet; thence South 00°07'42" East, along a line 569.97 feet East of (as measured at right angles) and parallel with the West line of Section 9-50-40, a distance of 846.60 feet to a point on a curve; thence Southwesterly along a curve to the left, whose chord bears South 29°44'11" West, with a radius of 8859.37 feet and a central angle of 01°16'54", an arc distance of 198.18 feet; thence South 68°46'02" West , along the South line of said Parcel "K", a distance of 476.29 feet to the Point of Beginning.

TOGETHER WITH:
(Description No. 5)
Commencing at the Northeast corner of said Parcel "K"; thence Southwesterly on the Easterly line of said Parcel "K", and on the Westerly line of Interstate 75, and also on a curve to the left, whose tangent bears South 25°09'21" West, with a radius of 8,859.37 feet and a central angle of 03°42'13", an arc distance of 572.95 feet, to the Point of Beginning; thence continuing Southwesterly on said Easterly line and on said curve to the left, with a radius of 8,859.37 feet, a central angle of 01°04'53", an arc distance of 167.23 feet, to a point; thence North 00°07'42" West, a distance of 196.30 feet; thence South 58°32'27" East, radial to aforementioned Easterly line of Parcel "K", a distance of 101.24 feet, to the Point of Beginning.

TOGETHER WITH:
A portion of Parcel "K", NEW RIVER ESTATES, SECTION NINE, according to the Plat thereof, as recorded in Plat Book 126, Page 46, of the Public Records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Parcel "K"; thence Southwesterly on the Easterly line of said Parcel "K", and on the Westerly line of Interstate 75, and also on a curve to the left, whose tangent bears South 25°09'21" West, with a radius of 8,859.37 feet and a central angle of 09°46'30", an arc distance of 125.00 feet, to the POINT OF BEGINNING; thence continuing Southwesterly on said Easterly line and on said curve to the left, with a radius of 8,859.37 feet, a central angle of 02°53'49", an arc distance of 447.95 feet, to a point; thence North 58°32'27" West, radial to aforementioned curve, a distance of 101.24 feet; thence North 00°07'42" West, a distance of 516.37 feet; thence South 64°07'42" East, a distance of 20.68 feet, to a point of curve; thence Southeasterly on a curve to the right, with a radius of 2,232.21 feet, a central angle of 09°18'54", an arc distance of 362.91 feet, to the POINT OF BEGINNING.

Said land situate lying and being in the City of Sunrise, Broward County, Florida.

TOGETHER WITH:
A portion of Parcel "K", NEW RIVER ESTATES, SECTION NINE, as recorded in Plat Book 126, Page 46 of the Public Records of Broward County, Florida, more fully described as follows:
Beginning at the Northeast corner of said Parcel "K"; thence Southwesterly along the Easterly line of said Parcel "K", and along the Westerly right-of-way line of Interstate 75, and along a curve to the left, whose chord bears South 34°45'36" West, with a radius of 8858.37 feet and a central angle of 0°48'30" an arc distance of 125.00 feet to a point on a curve; thence Northwesterly along a curve to the left, whose chord bears North 59°26'14" West, with a radius of 2232.21 feet and a central angle of 09°18'54", an arc distance of 362.91 to a point of tangency; thence North 64°07'42" West, a distance 20.68 feet; thence North 00°07'42" West, a distance of 133.93 feet to a point on a curve; thence Southeasterly along a curve to the right, whose chord bears South 68°45'46" East, with a radius of 354.39 feet and a central angle of 09°16'09", an arc distance of 57.33 feet to a point of tangency; thence South 64°07'42" East, a distance of 22.30 feet to a point of curve; thence Southeasterly along a curve to the right, with a radius of 2357.21 feet and a central angle of 09°17'33", an arc distance of 382.30 feet to the Point of Beginning.

All Said land situate, lying and being in the City of Sunrise, Broward County, Florida and containing 743,244 sq. ft. or 17.0625 acres more or less.

ALTA/ACSM CERTIFICATION:

To Trace Associates, LLP; Regions Bank, an Alabama banking corporation, its successors and/or assigns; Greenspoon Marder, P.A. and First American Title Insurance Company:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c)(number of stories only), 8, 9, 11(a), 13, 16(none observed), 17(none observed), 18(none observed), 19(none observed), and 20(a) of Table A thereof.

The field work was completed on April 28, 2015.

CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 25th day of April, 1994.
Revised to add F.P.L. easement this 28th day of April, 1994.
Resurveyed this 22nd day of March, 1997.
Revised description this 25th day of March, 1997.
Resurveyed this 10th day of August, 2005.
Additional information added this 30th day of August, 2005.
Resurveyed this 29th day of April, 2015.
Resurveyed this 14th day of September, 2015.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FILE NO.: 94-3-20 (15)(NAVD88)

Luxe Golf - Special Exception



Pic1 = South view

This picture was taken from our back parking lot which provides South view and you can see our back door which is the door with 1314 on it.



Pic2 = North view

This picture was taken from our front door which provides North view.



Pic3 = East view

This picture was taken from our front parking lot which provides East view and a view of our front door.



Pic4 = West view

This picture was taken from our front door which provides West view and front parking lot.



https://www.google.com/maps/place/Luxe+Golf/@26.1048271,-80.3633974,17z/data=!4m6!3m5!1s0x88d909c63e1c5c95:0xa98f02c2f85d4f8f!8m2!3d26.1050127!4d-80.3608513!16...

Update

Luxe Golf



Luxe Golf

5.0 ★★★★★ (51)

Indoor golf course

Manage your Business Profile

3,661 views

Overview | Reviews | About

Show up more often on Google

Get $1,000 in Google Ads credit

Terms and conditions apply



Start now

Directions | Save | Nearby | Send to phone | Share

1314 SW 160th Ave, Sunrise, FL 33326

Open · Closes 11 PM

Restaurants | Hotels | Things to do | Transit | Parking | Pharmacies | ATMs

Waterbrook Ln

ford Dr

S New River Cir

W Wind Cir

E Wind Cir

McDonald's

Elizabeth Gonzalez Monterrey Realty...

Mobil

Takma Pets

Weston Rd

La Pequeña Colombia Bakery & Restaurant

Luxe Golf

Fox-Mar Studios SW - Sunrise

AMC Weston 8

Publix Super Market at Country Isles Plaza

Performance E Dance Comple

YouFit Gyms Weston

Creative Nails & Spa Weston

Luggage Storage Weston - Radical Storage

Bahia Bowls Acai Cafe Weston

Shotgun Rd

Tubs & More Decorat Plumbing Showroo

Indian Trace

SW 14th St

SW 15th St

Great Bear Automotive

Layers

93

75

Google Maps

Map data ©2025 United States Terms Privacy Send Product Feedback 200 ft

https://www.google.com/maps/place/Luxe+Golf/@26.1054941,-80.3625679,893m/data=!3m1!1e3!4m14!1m7!3m6!1s0x88d909c63e1c5c95:0xa98f02c2f85d4f8f!2sLuxe+Golf!8m2!3...

Update

Luxe Golf



Luxe Golf

5.0 ★★★★★ (51)

Indoor golf course

Manage your Business Profile

3,661 views

Overview | Reviews | About

Show up more often on Google

Get $1,000 in Google Ads credit

Terms and conditions apply



Start now

Directions | Save | Nearby | Send to phone | Share

1314 SW 160th Ave, Sunrise, FL 33326

Open · Closes 11 PM

Restaurants | Hotels | Things to do | Transit | Parking | Pharmacies | ATMs

Watebrook Ln
S Wind Cir
S New River Cir
W Wind Cir
E Wind Cir
McDonald's
Elizabeth Gonzalez Monterrey Realty...
Mobil
Pets
E Wind Cir
93
869

Weston Rd
SW 160th Ave
Luxe Golf
AMC Weston 8
Publix Super Market at Country Isles Plaza
Fox-Mar Studios - Sunrise
SW 12th St
Performance Edge Dance Complex
YouFit Gyms Weston
Creative Nails & Spa Weston
Luggage Storage Weston - Radical Storage
Bahia Bowls Acai Cafe Weston
Shotgun Rd
Tubs & More Decorative Plumbing Showroom
Indian Trace
Indian Trace
Indian Trace
SW 14th St
SW 14th St
Layers
Google Maps

https://www.google.com/maps/place/Luxe+Golf/@26.1051041,-80.361404,112m/data=!3m1!1e3!4m14!1m7!3m6!1s0x88d909c63e1c5c95:0xa98f02c2f85d4f8f!2sLuxe+Golf!8m2!3d...

Update

Luxe Golf



Luxe Golf

5.0 ★★★★★ (51)

Indoor golf course

Manage your Business Profile

3,661 views

Overview | Reviews | About

Show up more often on Google

Get $1,000 in Google Ads credit

Terms and conditions apply

Start now

Directions | Save | Nearby | Send to phone | Share

1314 SW 160th Ave, Sunrise, FL 33326

Open · Closes 11 PM

Restaurants | Hotels | Things to do | Transit | Parking | Pharmacies | ATMs

Sherwin-Williams Paint Store
Paint store

Cardtronics

Gracie Barra Weston Brazilian Jiu Jitsu &...

Grit60 Weston

The 3 Amigos Meat Market

Luxe Golf

Layers

Google Maps

El Chiringuito

NOTICE OF PUBLIC HEARING

The City has received an application for approval of a **Special Exception** for an amusement/recreation enterprises (indoor) 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 1314 SW 160 Avenue, 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, March 24, 2026 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 hearing 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. Affected Parties must attend the hearing in person to participate.** 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.

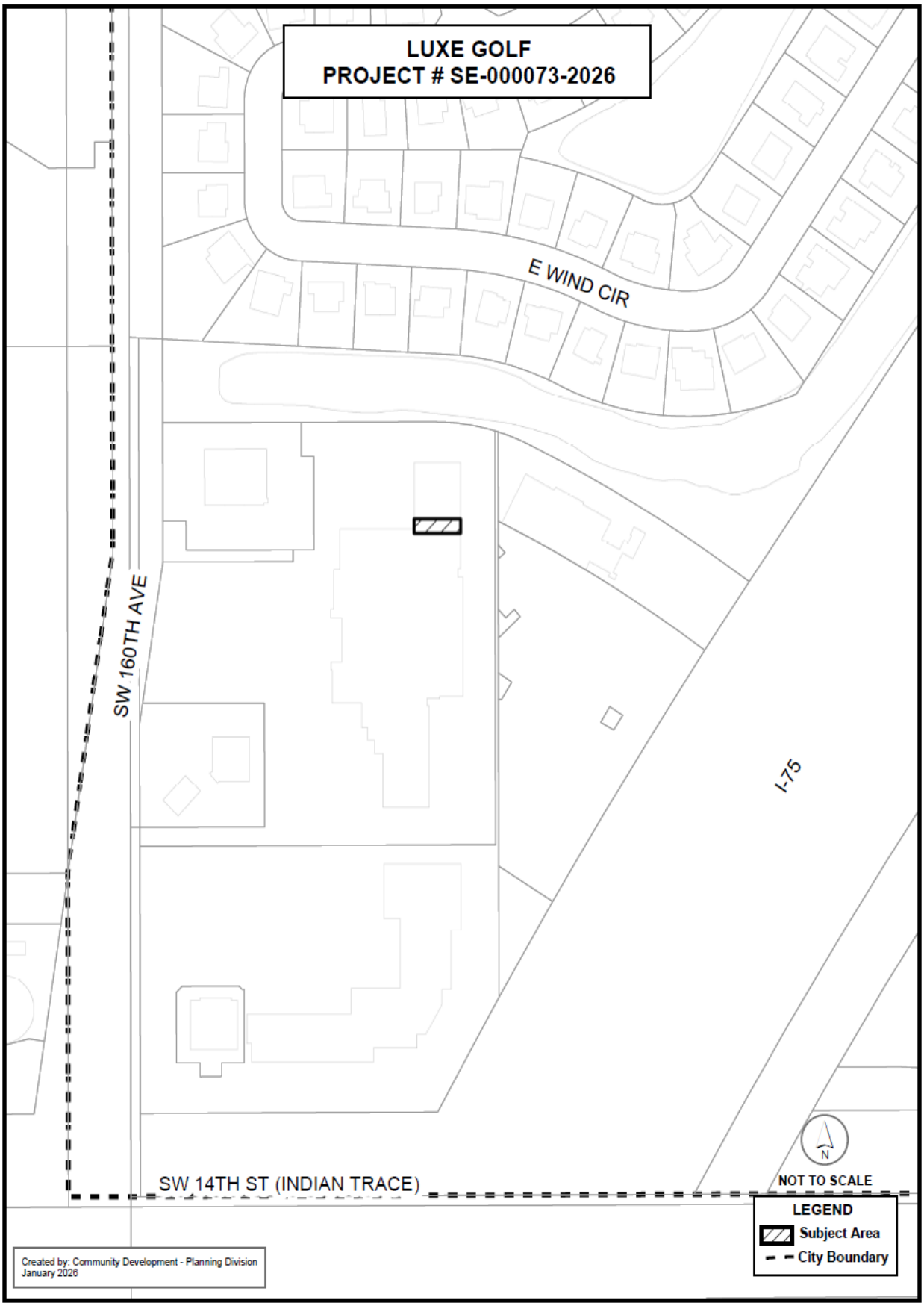
The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, 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: March 9, 2026

LOCATION MAP



SunSentinel
MEDIA GROUP

Sold To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Bill To:
City Of Sunrise City Commission office - 105338
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 NOTICE OF PUBLIC HEARING
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 14 Mar 2026
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: 14 Mar 2026.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

39786

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

March 24, 2026 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 March 24, 2026 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.

C26056

A RESOLUTION OF THE CITY OF SUNRISE, APPROVING A SPECIAL EXCEPTION FOR LUX GOLF LOCATED AT 1314 SW 160 AVENUE, SUNRISE.

C26066

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), THE SPRINGTREE GOLF CLUB FUND (420), THE WATER AND WASTEWATER FUND (401), AND THE WATER AND WASTEWATER SYSTEM RESERVE FUND (464); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

39786

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.

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 March 24, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

March 14, 2026 39786

39786

Lourdes M. Lawrence
Administrative Services Manager to Mayor and Commissioners

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

March 19, 2026

Luxe Golf LLC
1314 SW 160th Avenue
Sunrise, FL 33326

Dear Applicant:

Your application **Luxe Golf (Special Exception) (C26056)** has been placed on the quasi-judicial consent agenda for approval on Tuesday, March 24, 2026 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 Services Manager

cc: Shannon Ley, P.E., Director of Community Development
Laura Perez, Administrative Assistant, Community Development
Trace Associates, LLP

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number:

Meeting Date: 3/24/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming March 24, 2026 as Anti-Hate Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Annual Report

Item Number: 7A **Meeting Date:** 3/24/2026

City Reference Number (C#): M26000

Item Description:

A Motion accepting the City's Annual Comprehensive Financial Report for the year ended September 30, 2025. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Letter to Mayor and Commissioners

Background:
Florida Statutes section 218.32 requires local governmental entities deemed to be a reporting entity as defined by generally accepted accounting principles (GAAP) to provide annual financial reports to the State. The Annual Comprehensive Financial Report (ACFR) is the nationwide standard for local government accounting. Additionally, in accordance with professional auditing standards, included is *The Auditor's Communication to Those Charged with Governance*, which requires the auditor to communicate specific disclosures to those persons responsible for strategic direction of the entity.

The ACFR can be accessed at this link on the City's website, www.sunrisefl.gov:
https://www.sunrisefl.gov/home/showpublisheddocument/11534/639094326823884438

It is requested that the City Commission accept the Annual Comprehensive Financial Report for the year ending September 30, 2025.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Susan Nabors Phone: 954-746-3297

Department Head Name and Title:
Susan Nabors, Director of Finance and Administrative Services

---

City Manager:
Authorized for agenda placement

CBIZ CPAs P.C.

201 East Las Olas Boulevard
21st Floor
Fort Lauderdale, FL 33301

P: 954.320.8000

March 18, 2026

To the Honorable Mayor, Members of the City Commission and City Manager
City of Sunrise, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Sunrise, Florida (the "City) for the fiscal year ended September 30, 2025. We did not audit the financial statements of the City of Sunrise Police Officers' Retirement Plan and the City of Sunrise General Employees' Retirement Plan (the "Pension Plans"), component units of the City, which represent 77%, 79% and 60%, respectively, of the assets, net position/fund balance and revneues/additions of the aggregate remaining fund information as of September 30, 2025. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Pension Plans, is based solely on the reports of the other auditors. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, the OMB Uniform Guidance and Chapter 10.550 Rules of the Auditor General of the State of Florida ("Chapter 10.550"), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 20, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 – Summary of Significant Accounting Policies to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the fiscal year ended September 30, 2025, except for the implementation of Governmental Accounting Standards Board ("GASB") Statement No. 101, *Compensated Absences* and GASB Statement No. 102*, Certain Risk Disclosures*. We noted no transactions entered into by the City during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

> Management's estimate of the net pension liability and related deferred inflows/outflows in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27,* is based on actuarial methods and assumptions used by the actuary for the development of funding valuations as well as the accounting valuation for the

General Employees Retirement Plan, the Police Officers' Retirement Plan, and the Firefighters Retirement Plan. The key factors impacting the assumptions, such as inflation, salary changes, market trends, ad hoc postemployment benefit changes (including ad hoc cost-of-living adjustments [COLAs]), and inputs to the discount rate, as well as certain information about mortality assumptions and the dates of experience studies, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the total pension liability and related deferred inflows/outflows in accordance with GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement No. 68, and Amendments to Certain Provisions of GASB Statements 67 and 68,* is based on actuarial methods and assumptions used by the actuary for the development of the actuarially determined liability for the Retiree Subsidy Plan and the Excess Benefits Plan. The key factors impacting the assumptions, such as changes in market conditions, discount rate, projected salary increases, and projected inflation, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Total Other Postemployment Benefits ("OPEB") Liability in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions,* is based on actuarial methods and assumptions used by the actuary for the development of the actuarially determined liability. The key factors impacting the assumptions, such as the discount rate and health cost rate assumptions, are subject to change on an annual basis and therefore can have a significant impact on the estimate. We evaluated the key factors and assumptions used to develop the estimate described above, in determining that it is reasonable.

Management's estimate of the allowance for uncollectible receivables for Utility Billings is based on aging of receivables, historic loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were :

The disclosures related to the City's pension plans and OPEB plan in Note V - Other Informationto the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Independence

For the fiscal year ended September 30, 2025, we were engaged to provide assistance with the preparation of the data collection form. We reviewed the nature of the requested work, our role and management's role and determined that our independence would not be impaired, in fact or appearance.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no such misstatements noted during the audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 18, 2026.

Significant Unusual Transactions

For purposes of this letter, professional standards define *significant unusual transactions* as transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size or nature. We did not identify any significant unusual transactions during our audit.

Related Party Relationships and Transactions

As part of our audit, we evaluated the City's identification of, accounting for, and disclosures of the City's relationships and transactions with related parties as required by professional standards. We did not identify any related parties or related party relationships or transactions that were previously undisclosed to us; significant related party transactions that have not been approved in accordance with the City's policies or procedures or for which exceptions to the City's policies or procedures were granted; or significant related party transactions that appeared to lack a business purpose.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management discussion and analysis, the schedule of changes in the net pension liability and related ratios, the schedules of employer contributions, and the schedule of the changes in total OPEB liability and related ratios, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund statements and schedules, as listed in the table of contents, and the schedule of expenditures of federal awards and state financial assistance, which accompany the basic financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

We were not engaged to report on the introductory section, the other information section and the statistical section, as listed in the table of contents, which accompany the basic financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it. We did read the other information and considered whether a material inconsistency exists between the other information and the basic financial statements. We did not note any material inconsistencies.

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor, Members of the City Commission, the City Manager and management of City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

CBIZ CPAs P.C.

CBIZ CPAs P.C.
Fort Lauderdale, Florida

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Amendment

Item Number: 12A **Meeting Date:** 3/24/2026

City Reference Number (C#): C26066

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), the Springtree Golf Fund (420), the Water and Wastewater Fund (401), and the Water and Wastewater System Reserve Fund (464); 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 3/10/2026 Passed 5-0).

Funding:
See Attachment

Amount:
See Attachment

ATTACHMENTS:

ATY Ordinance - C26066
Exhibit A
Legal Ad

Background:
This item amends the FY 2025/2026 Budget as follows:

CHANGE FROM FIRST READING - AMENDED ITEM A - AMOUNT FROM $305,000 TO $345,000 TO INCLUDE CONSTRUCTION MANAGEMENT COSTS AND PERMIT FEES.

General Fund 001
A: This item recognizes the appropriation of fund balance in the amount of $345,000 and transfers the funding to the Springtree Golf Club Fund (420) to support expenditures related to the roof/truss replacement at the Bridges at Springtree Golf Club.

Springtree Golf Club Fund 420
A: This item recognizes a transfer in the amount of $345,000 from the General Fund (001) and allocates funding to the appropriate account to support expenditures related to the roof/truss replacement at the Bridges at Springtree Golf Club.

Water and Wastewater Fund 401
B: This item recognizes a transfer in the amount of $5,000,000 from the Water and Wastewater System Reserve Fund (464) and allocates funding to the appropriate account to support the expenditures related to the Interlocal Agreement with Broward County, which will be presented for approval at the City Commission meeting on March 24, 2026.

Water and Wastewater System Reserve Fund 464
B: This item recognizes the appropriation of fund balance in the amount of $5,000,000 and transfers the funding to the Water and Wastewater Fund (401) to support the expenditures related to the Interlocal Agreement with Broward County, which will be presented for approval at the City Commission meeting on March 24, 2026.

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 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), THE SPRINGTREE GOLF CLUB FUND (420), THE WATER AND WASTEWATER FUND (401), AND THE WATER AND WASTEWATER SYSTEM RESERVE FUND (464); 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 2025/2026 Budget Ordinance No. 720 is hereby amended to revise the General Fund (001), the Springtree Golf Club Fund (420), the Water and Wastewater Fund (401), and the Water and Wastewater System Reserve Fund (464), as more particularly set forth in the revised budget sheets which are 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 10TH DAY OF MARCH, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

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

BUDGET AMENDMENT
GENERAL
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.389.389900	FROM FUND BALANCE	497,400	2,250,900	345,000	0	2,595,900
		TOTAL FUND REVENUES	**186,848,900**	**194,753,400**	**345,000**	**0**	**195,098,400**
	EXPENDITURES						
A	49.60.581.509144	TRANSFER TO SPRINGTREE FD 420	579,320	579,320	345,000	0	924,320
		TOTAL FUND EXPENDITURES	**186,848,900**	**194,753,400**	**345,000**	**0**	**195,098,400**

BUDGET AMENDMENT
SPRINGTREE GOLF CLUB
FUND 420

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.381.381001	TRANSFER FROM GENERAL FD 001	579,320	579,320	345,000	0	924,320
		TOTAL FUND REVENUES	**2,974,860**	**4,151,178**	**345,000**	**0**	**4,496,178**
	EXPENDITURES						
A	39.21.572.504640	REPAIR AND MAINT BUILDING	65,400	310,082	345,000	0	655,082
		TOTAL FUND EXPENDITURES	**2,974,860**	**4,151,178**	**345,000**	**0**	**4,496,178**

BUDGET AMENDMENT
WATER AND WASTEWATER
FUND 401

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
B	00.00.381.381040	TRANSFER FROM SYSTEM RESRV	0	0	5,000,000	0	5,000,000
		TOTAL FUND REVENUES	**139,736,150**	**142,237,817**	**5,000,000**	**0**	**147,237,817**
	EXPENDITURES						
B	42.60.536.503420	MISC CONTRACT SERVICES	122,930	122,930	5,000,000	0	5,122,930
		TOTAL FUND EXPENDITURES	**139,736,150**	**142,237,817**	**5,000,000**	**0**	**147,237,817**

BUDGET AMENDMENT
WATER AND WASTEWATER SYSTEM RESERVE
FUND 464

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
B	00.00.389.389900	FROM FUND BALANCE	27,623,650	27,623,650	5,000,000	0	32,623,650
		TOTAL FUND REVENUES	**49,072,480**	**49,072,480**	**5,000,000**	**0**	**54,072,480**
	EXPENDITURES						
B	42.21.581.509140	TRANSFER TO WATER/WASWT FD 401	0	0	5,000,000	0	5,000,000
		TOTAL FUND EXPENDITURES	**49,072,480**	**49,072,480**	**5,000,000**	**0**	**54,072,480**

SunSentinel
MEDIA GROUP

Sold To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Bill To:
City Of Sunrise City Commission office - 105338
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 NOTICE OF PUBLIC HEARING
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 14 Mar 2026
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: 14 Mar 2026.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

39786

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

March 24, 2026 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 March 24, 2026 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.

C26056

A RESOLUTION OF THE CITY OF SUNRISE, APPROVING A SPECIAL EXCEPTION FOR LUX GOLF LOCATED AT 1314 SW 160 AVENUE, SUNRISE.

C26066

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), THE SPRINGTREE GOLF CLUB FUND (420), THE WATER AND WASTEWATER FUND (401), AND THE WATER AND WASTEWATER SYSTEM RESERVE FUND (464); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

39786

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.

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 March 24, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

March 14, 2026 39786

39786

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Amendment

Item Number: 12B **Meeting Date:** 3/24/2026

City Reference Number (C#): C26075

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Chapter 2 “Administration,” Article II “City Commission,” Division 2 “Meetings,” by Amending Section 2-33 “Agenda; Preparation, Format, Procedure” to revise the procedures for consideration of Rezonings to conform to state law; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:

Amount:

ATTACHMENTS:

ATY Ordinance - C26075

Florida Statute 166.041

Background:

Section 2-33(k) of the Code of the City of Sunrise, Florida (City Code), currently requires that rezonings be considered during two (2) quasi-judicial hearings. Rezonings are zoning map amendments, which are changes to the designated zoning district applied to a specific site or a larger area. Rezonings alter the permitted land uses and/or development standards for the subject property. Typically, rezonings are initiated by developers of specific sites in order to allow different development than what is currently authorized. However, rezonings could also be initiated by the City.

By contrast, a zoning text amendment is a modification to the land development code that revises regulations applicable to all properties within a zoning district.

Section 166.041, Florida Statutes, which establishes procedures for adoption of ordinances and resolutions, addresses both zoning map amendments (i.e., rezonings) and zoning text amendments. Depending on the nature of the amendment, Section 166.041 requires cities to follow specific procedures to adopt the zoning ordinance.

First, zoning map amendments initiated by a developer or owner of a property, require two (2) readings of the title of the ordinance, but only one (1) of the readings must be a quasi-judicial hearing. Second, zoning map amendments initiated by the City involving less than 10 contiguous acres also require one (1) quasi-judicial hearing, but require additional public notice. Finally, zoning map amendments initiated by the City involving 10 contiguous acres or more, and all zoning text amendments which change the list of permitted, conditional or prohibited uses within a zoning category, require two (2) quasi-judicial hearings with additional public notice requirements.

City staff have reviewed Section 166.041, Florida Statutes, and recommend amending Section 2-33 of the City Code to conform to state law. Because the majority of rezonings in Sunrise are zoning map amendments initiated by a developer or owner of a property, the effect of this Code amendment will be that most rezonings will now go on the agenda for a first reading and then be considered at a single quasi-judicial hearing at second reading.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Thomas P. Moss Phone: 954-746-3300

Department Head Name and Title:
Thomas P. Moss, City Attorney

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "CITY COMMISSION," DIVISION 2 "MEETINGS," BY AMENDING SECTION 2-33 "AGENDA; PREPARATION, FORMAT, PROCEDURE" TO REVISE THE PROCEDURES FOR CONSIDERATION OF REZONINGS TO CONFORM TO STATE LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHERAS, Section 2-33(k) of the Code of the City of Sunrise, Florida, currently requires that rezonings be considered during two (2) quasi-judicial hearings; and

WHEREAS, Section 166.041, Florida Statutes, which establishes the procedures for adoption of ordinances and resolutions, sets forth specific procedures for zoning map amendments, also known as "rezonings"; and

WHEREAS, City staff have reviewed Section 166.041, Florida Statutes, and recommend amending Section 2-33 of the City Code to conform to state law.

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 2-33 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 2-33. - Agenda; preparation, format, procedure.

* * *

(k) Quasi-judicial proceedings. Except for rezonings, all land development applications that the staff has determined meet all applicable comprehensive plan requirements and land development regulations shall be placed on the quasi-judicial consent agenda for approval. All land development applications that the staff has determined do not meet all applicable requirements and regulations and all rezonings, shall be placed on an agenda for a quasi-judicial hearing. Rezonings shall be considered pursuant to the procedures set forth in Section 166.041, Florida Statutes, as may be amended from time to time. ~~during two (2) quasi-judicial hearings. At the second quasi-judicial hearing for a rezoning,~~

underscored text are additions
~~scored-through~~ text are deletions

~~speakers should not be repetitious or duplicative and only new testimony and evidence shall be introduced.~~

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 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 _____ DAY OF_____, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

underscored text are additions
~~scored-through~~ text are deletions

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions
~~scored-through~~ text are deletions

Interpreter Services for the Deaf and Hard of Hearing

Finding Florida Grades K-5

LIFE AS A LAWMAKER Grades 6+

The 2025 Florida Statutes

166.041 Procedures for adoption of ordinances and resolutions.—

(1) As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(a) "Ordinance" means an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.

(b) "Resolution" means an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body.

(2) Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection.

(3)(a) Except as provided in paragraphs (c) and (d), a proposed ordinance may be read by title, or in full, on at least 2 separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality. The notice of proposed enactment shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the municipality where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

(b) The governing body of a municipality may, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of paragraph (a) of this subsection. However, no emergency ordinance or resolution shall be enacted which establishes or amends the actual zoning map designation of a parcel or parcels of land or that changes the actual list of permitted, conditional, or prohibited uses within a zoning category. Emergency enactment procedures for land use plans adopted pursuant to part II of chapter 163 shall be pursuant to that part.

(c) Ordinances initiated by other than the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to paragraph (a). Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to the following procedure:

1. In cases in which the proposed ordinance changes the actual zoning map designation for a parcel or parcels of land involving less than 10 contiguous acres, the governing body shall direct the clerk of the governing body to notify by mail each real property owner whose land the municipality will redesignate by enactment of the ordinance and whose address is known by reference to the latest

ad valorem tax records. The notice shall state the substance of the proposed ordinance as it affects that property owner and shall set a time and place for one or more public hearings on such ordinance. Such notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of the notice shall be kept available for public inspection during the regular business hours of the office of the clerk of the governing body. The governing body shall hold a public hearing on the proposed ordinance and may, upon the conclusion of the hearing, immediately adopt the ordinance.

2. In cases in which the proposed ordinance changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or changes the actual zoning map designation of a parcel or parcels of land involving 10 contiguous acres or more, the governing body shall provide for public notice and hearings as follows:

a. The local governing body shall hold two advertised public hearings on the proposed ordinance. At least one hearing shall be held after 5 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing.

b. If published in the print edition of a newspaper, the required advertisements shall be no less than 2 columns wide by 10 inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be placed in a newspaper in the municipality and of general interest and readership in the municipality pursuant to chapter 50. It is the legislative intent that, whenever possible, the advertisement appear in a newspaper that is published at least weekly unless the only newspaper in the municipality is published less than weekly. The advertisement shall be in substantially the following form:

NOTICE OF (TYPE OF) CHANGE

The _(name of local governmental unit)_ proposes to adopt the following ordinance: _(title of the ordinance)_.
A public hearing on the ordinance will be held on _(date and time)_ at _(meeting place)_.

Except for amendments which change the actual list of permitted, conditional, or prohibited uses within a zoning category, the advertisement shall contain a geographic location map which clearly indicates the area covered by the proposed ordinance. The map shall include major street names as a means of identification of the general area. If published in the print edition of the newspaper, the map must also be part of any online notice made pursuant to s. 50.0211.

c. In lieu of publishing the advertisement set out in this paragraph, the municipality may mail a notice to each person owning real property within the area covered by the ordinance. Such notice shall clearly explain the proposed ordinance and shall notify the person of the time, place, and location of any public hearing on the proposed ordinance.

(d) Consideration of the proposed municipal ordinance at a meeting properly noticed pursuant to this subsection may be continued to a subsequent meeting if, at the meeting, the date, time, and place of the subsequent meeting is publicly stated. No further publication, mailing, or posted notice as required under this subsection is required, except that the continued consideration must be listed in an agenda or similar communication produced for the subsequent meeting. This paragraph is remedial in nature, is intended to clarify existing law, and shall apply retroactively.

(4)(a) Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a business impact estimate in accordance with this subsection. The business impact estimate must be posted on the municipality's website no later than the date the

notice of proposed enactment is published pursuant to paragraph (3)(a) and must include all of the following:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the governing body determines may be useful.

(b) This subsection may not be construed to require a municipality to procure an accountant or other financial consultant to prepare the business impact estimate required by this subsection.

(c) This subsection does not apply to:

1. Ordinances required for compliance with federal or state law or regulation;

2. Ordinances relating to the issuance or refinancing of debt;

3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

5. Emergency ordinances;

6. Ordinances relating to procurement; or

7. Ordinances enacted to implement the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

c. Sections 190.005 and 190.046;

d. Section 553.73, relating to the Florida Building Code; or

e. Section 633.202, relating to the Florida Fire Prevention Code.

(5) A majority of the members of the governing body shall constitute a quorum. An affirmative vote of a majority of a quorum present is necessary to enact any ordinance or adopt any resolution; except that two-thirds of the membership of the board is required to enact an emergency ordinance. On final passage, the vote of each member of the governing body voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the governing body shall become effective 10 days after passage or as otherwise provided therein.

(6) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the presiding officer and the clerk of the governing body.

(7) The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of municipal ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and enactment of municipal ordinances and resolutions. By future ordinance or charter amendment, a municipality may specify additional requirements for the

adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein. However, a municipality shall not have the power or authority to lessen or reduce the requirements of this section or other requirements as provided by general law.

(8) Five years after the adoption of any ordinance or resolution adopted after the effective date of this act, no cause of action shall be commenced as to the validity of an ordinance or resolution based on the failure to strictly adhere to the provisions contained in this section. After 5 years, substantial compliance with the provisions contained in this section shall be a defense to an action to invalidate an ordinance or resolution for failure to comply with the provisions contained in this section. Without limitation, the common law doctrines of laches and waiver are valid defenses to any action challenging the validity of an ordinance or resolution based on failure to strictly adhere to the provisions contained in this section. Standing to initiate a challenge to the adoption of an ordinance or resolution based on a failure to strictly adhere to the provisions contained in this section shall be limited to a person who was entitled to actual or constructive notice at the time the ordinance or resolution was adopted. Nothing herein shall be construed to affect the standing requirements under part II of chapter 163.

(9) The notice procedures required by this section are established as minimum notice procedures.

History.—s. 1, ch. 73-129; s. 2, ch. 76-155; s. 2, ch. 77-331; s. 1, ch. 83-240; s. 1, ch. 83-301; s. 2, ch. 95-198; s. 5, ch. 95-310; s. 5, ch. 2012-212; s. 15, ch. 2021-17; ss. 5, 6, ch. 2023-309; s. 3, ch. 2024-145.

Copyright © 1995-2026 The Florida Legislature • Privacy Statement • Contact Us

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 16A **Meeting Date:** 3/24/2026

City Reference Number (C#): C26079

Item Description:

A Resolution of the City of Sunrise, Florida, endorsing the recommendations of the C-13 Greenway concept and supporting the efforts of the Broward Metropolitan Planning Organization's to prepare the recommended capital improvements for federal funding; providing for conflicts, providing for severability; and providing for an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26079

Exhibit A
Resolution 19-107
Resolution 19-107-21-A

Background:

The Broward Metropolitan Planning Organization (MPO) approved the Broward Complete Streets Master Plan on February 14th, 2019. At the July 9, 2019 City Commission Meeting, the City Commission approved a Resolution of Support for the Oakland Park Boulevard from Hiatus Greenway to University Drive project as included in the Complete Streets Master Plan. At the April 27, 2021 City Commission Meeting, the City Commission approved a Resolution of Support to seek MPO funding for the Oakland Park Boulevard Complete Streets project (City Resolution No. 19-107-21-A). The Oakland Park Boulevard Complete Streets project is identified as a high-ranking project in the Complete Streets Master Plan's list of recommendations. When presented to the City Commission, the project consisted of two portions. One part was a multi-use path along West Oakland Park Boulevard, and the second part was a greenway along the Middle River (C-13). Since the City had subsequently secured funding for the multi-use path along West Oakland Park Boulevard as a part of Broward County's Mobility Advancement Program (MAP), formerly known as Surtax, the MPO removed this portion of the project from the Complete Streets Master Plan project.

The remaining portion of the Complete Streets project includes a proposed multi-use greenway along the C-13 (Middle River) Canal. Proposed improvements include a 10-foot multi-use path, mid-block crossings, which are all designed to enhance multimodal mobility, safety, connectivity to green spaces, and long-term resiliency. The proposed greenway will ultimately connect the Hiatus Greenway to University Drive, creating a regional east/west trail spine.

On July 10, 2025, the MPO conducted an initial public information meeting at the Nob Hill Soccer Complex regarding the proposed C-13 Greenway project. Roll plots, a single initial concept, and project scope information were unveiled. Subsequently, on October 22, 2025, there was a second public alignment workshop, with participation from Utilities Engineering staff, Sunrise Police Department, Broward MPO, and MPO's conceptual design consultant. During this meeting, three alignment alternatives were formally presented to the public using roll-plot boards and exhibits, and public input was gathered.

On February 24, 2026, Broward MPO, and MPO's design consultant provided a presentation to the City Commission including the conceptual design with three alignment alternatives for the location of the proposed multi-use path between hiatus Road and University Drive:

- **Alternative 1 - Entirely South Alignment** - Continuous trail located on the south side of the C-13 Canal.
- **Alternative 2 - South Alignment, Switching to North Alignment at Pine Island Road** - Trail is located on the south side of the C-13 Canal between Hiatus Road and Pine Island Road, and then transitions to the north side of the C-13 Canal between Pine Island Road and University Drive.
- **Alternative 3 - Entirely North Alignment** - Continuous trail located on the north side of the C-13 Canal for the entire corridor.

Based on the feedback received, Alternative 2 was selected as the desirable option based on public outreach and feedback.

In order for the MPO to establish funding eligibility and program this project, a Resolution of Support is required by City Commission, endorsing the recommendation of the C-13 Greenway Conceptual Plans for Alternative 2 and supporting the Broward Metropolitan Planning Organization's efforts to prepare the recommended capital improvements for Federal funding.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Rodrigo de Castro, P.E. 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, ENDORSING THE RECOMMENDATIONS OF THE C-13 GREENWAY CONCEPT AND SUPPORTING THE EFFORTS OF THE BROWARD METROPOLITAN PLANNING ORGANIZATION TO PREPARE THE RECOMMENDED CAPITAL IMPROVEMENTS FOR FEDERAL FUNDING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as an active participant in the Broward Metropolitan Planning Organization (MPO), the City of Sunrise (City) recognizes the importance of collaborative planning to help address current and future transportation demands throughout the County; and

WHEREAS, the City and the MPO agree to collaborate to prepare studies and plans to address transportation needs and land use impacts; and

WHEREAS, the City and the MPO have identified the C-13 Greenway from Hiatus Road to North University Drive as a location for a shared pathway opportunity; and

WHEREAS, the MPO has developed conceptual plans in collaboration with City staff; and

WHEREAS, on July 10, 2025, the MPO conducted an initial public information meeting at the Nob Hill Soccer Complex regarding the proposed C-13 Greenway project; and

WHEREAS, on October 22, 2025, the City and the MPO held a public workshop at the Nob Hill Soccer Complex to introduce the C-13 Greenway Concept to receive public input and request feedback on the preferred alternative; and

WHEREAS, the City and the MPO, with support from the public, selected a Locally Preferred Alternative which maximized separation between the shared use path and the canal; and

WHEREAS, the Locally Preferred Alternative includes a proposed path located along the south side of the C-13 Canal from Hiatus Road to Pine Island Road, where it will cross to the north side of the C-13 Canal and run to North University Drive along the north side of the C-13 Canal as illustrated in Exhibit “A”; and

WHEREAS, the C-13 Greenway Conceptual Plans identified capital improvements to enhance connectivity and safety; and

WHEREAS, the C-13 Greenway from Hiatus Road to North University Drive will be constructed within the South Florida Water Management District right of way; and

WHEREAS, it is the responsibility of the City to maintain or coordinate the maintenance of the greenway after the project's completion; and

WHEREAS, the City Commission of the City of Sunrise finds that the implementation of the C-13 Greenway Conceptual Plans to be in the best interest of the residents of the City of Sunrise.

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. The City Commission of the City of Sunrise hereby endorses the recommendations of the C-13 Greenway Conceptual Plans for the Locally Preferred Alternative that includes a proposed path located on the south side of the C-13 Canal between Hiatus Road and Pine Island Road, and then transitions to the north side of the C-13 Canal between Pine Island Road and University Drive, and supports the Broward Metropolitan Planning Organization's efforts to prepare the recommended capital improvements for federal funding.

Section 3. 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 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 Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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


NORTH
PROJECT START
HIATUS ROAD TRAILHEAD
PARK
C-13 CANAL
PROJECT SWITCHES FROM
SOUTH SIDE OF C-13 to
NORTH SIDE
PROJECT END
EAST SIDE OF UNIVERSITY DRIVE
PROJECT ALONG NORTH SIDE OF C-13 CANAL
PROJECT ALONG SOUTH SIDE OF C-13 CANAL
HIATUS ROAD
NOB HILL ROAD
PINE ISLAND ROAD
UNIVERSITY DRIVE

CITY CLERK
CITY OF SUNRISE

19 JUL 22 AM 10:16

SUNRISE, FLORIDA

RESOLUTION NO. 19-107

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, SUPPORTING TWO (2) COMPLETE STREETS MASTER PLAN PROJECTS ON OAKLAND PARK BOULEVARD IDENTIFIED BY THE BROWARD METROPOLITAN PLANNING ORGANIZATION AS TRANSPORTATION NEEDS AND CURRENTLY LISTED AS RANKED PROJECTS IN THE APPROVED DRAFT COMMITMENT 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) COST FEASIBLE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise (City) is an active participant in the Broward Metropolitan Planning Organization (MPO); and

WHEREAS, the City approved Resolution No. 14-101 on July 8, 2014 expressing its commitment to the Complete Streets Strategy whose objective is to adopt and implement the Broward County Complete Streets Guidelines so that transportation improvements are planned, designed, constructed, operated and maintained to encourage walking, bicycling, and transit use while promoting safe operation for all users; and

WHEREAS, the MPO approved the draft Commitment 2045 Metropolitan Transportation Plan (MTP) Cost Feasible Plan on May 9, 2019; and

WHEREAS, the "Oakland Park Boulevard from Hiatus Greenway to University Drive Bike Lanes/Sidewalks" project and the "Oakland Park Boulevard from University Drive to Rock Island Road Bike Lanes/Sidewalks" project have been identified as transportation needs and are currently listed as ranked projects in the approved draft Commitment 2045 Metropolitan Transportation Plan (MTP) Cost Feasible Plan; and

WHEREAS, a Resolution from the City Commission stating support for the aforementioned projects is required for the projects to be included in the final 2045 MTP; and

WHEREAS, the City commits to working with the Broward MPO, transportation partners, and the public to prepare the projects for programming in the Broward MPO's Transportation Improvement Program.

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

Section 1. The City of Sunrise hereby expresses its support for the two (2) Complete Streets Master Plan projects currently ranked in the Draft Commitment 2045 Metropolitan Transportation Plan (MTP) Cost Feasible Plan on Oakland Park Boulevard from Hiatus Greenway to University Drive and from University Drive to Rock Island Road.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 9TH DAY of JULY, 2019.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SOFIELD
SECOND: KERCH

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: ABSENT
SOFIELD: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE

2021 APR 27 PM 7:05

SUNRISE, FLORIDA

RESOLUTION NO. 19-107-21-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, EXPRESSING THE CITY'S SUPPORT FOR THE OAKLAND PARK BOULEVARD COMPLETE STREETS PROJECT FROM THE HIATUS ROAD GREENWAY TO NORTH UNIVERSITY DRIVE AS PART OF THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION'S (MPO) COMPLETE STREETS MASTER PLAN PER LOCAL AGENCY PROGRAM (LAP) AGREEMENT; COMMITTING TO FUND THE CONSTRUCTION CONTINGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization (MPO) approved the Broward Complete Streets Master Plan on February 14th, 2019; and

WHEREAS, the Oakland Park Boulevard Complete Streets Project from the Hiatus Road Greenway to North University Drive has been identified as a high-ranking project in the Complete Streets Master Plan's list of recommendations; and

WHEREAS, the City Commission approved Resolution No. 19-107 providing support for the aforementioned project to be included in the final 2045 Metropolitan Transportation Plan, committing to work with the Broward MPO, transportation partners, and the public to prepare the project for programming in the Broward MPO's Transportation Improvement Program; and

WHEREAS, a resolution from the Sunrise City Commission stating support for the project is required to establish funding eligibility; and

WHEREAS, federally funded projects off the state highway system are delivered using the federally mandated Local Agency Program (LAP) process; and

WHEREAS, the City of Sunrise will administer and deliver the project under LAP when the project is deemed eligible for funding; and

WHEREAS, the LAP program is reimbursement based as specified in the LAP agreement; and

WHEREAS, the City of Sunrise commits to funding upfront costs for design, Construction Engineering and Inspection (CEI), and construction to be then reimbursed per the requirements of LAP before the project is programmed for funding; and

WHEREAS, the City of Sunrise commits to program funding for construction contingency per the requirements of LAP; and

WHEREAS, Oakland Park Boulevard Complete Streets Project from the Hiatus Road Greenway to North University Drive will be constructed within the City of Sunrise, Broward County and South Florida Water Management District right of way; and

WHEREAS, it is the responsibility of the City of Sunrise to maintain or coordinate the maintenance of the roadways and improvements within the City of Sunrise and South Florida Water Management District right of way after the project's completion; and

WHEREAS, it is the responsibility of Broward County to maintain or coordinate the maintenance of the roadways and improvements within Broward County right of way after the project's completion.

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. The City of Sunrise hereby expresses its support for the Oakland Park Boulevard Complete Streets Project from the Hiatus Road Greenway to North University Drive.

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

PASSED AND ADOPTED this 27TH DAY of APRIL, 2021.



Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: DOUGLAS

DOUGLAS: YEA
GUZMAN: ABSENT
KERCH: YEA
SCUOTTO: YEA
RYAN: ABSENT

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 16B **Meeting Date:** 3/24/2026

City Reference Number (C#): C26085

Item Description:

A Resolution of the City of Sunrise, Florida, approving the First Amendment (the Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials processing authority of Broward County, Florida; authorizing the Mayor to execute the First Amendment to the Interlocal Agreement; directing the City Clerk to provide a copy of this Resolution and the executed First Amendment to the Interlocal Agreement to the Solid Waste Disposal and Recyclable Materials authority of Broward County; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski.

Funding:

Amount:

ATTACHMENTS:

ATY Resolution - C26085
Exhibit A Facilities Amendment Draft
Facilities Amendment Summary
Master Plan and Facilities Amendment Schedule
Master Plan
Master Plan Presentation

Background:

Residents, businesses, and tourists in Broward County generate 5 million tons of solid waste annually, or 20 thousand pounds per minute, double the national average per person. It is anticipated that the future solid waste generation in Broward County will increase by almost 50 percent over the next 40 years. The existing single Class I landfill in Broward County will stop accepting solid waste at the end of the year and the existing waste-to-energy plant is currently at capacity.

Given the current and projected future state of solid waste in Broward County, the City of Sunrise and 27 other municipalities previously entered into an Interlocal Agreement (ILA) to form a special district effective on August 16, 2023. The Solid Waste Disposal and Recyclable Materials Authority (Authority) was created to provide long-term solid waste solutions while achieving goals of diversion. The ILA requires an adoption of a Facilities Amendment within 36 months of the ILA effective date. Section 3.3 of the ILA requires the Facility Amendment to be approved by the governing bodies of municipalities representing at least 80 percent of the total population of the participating municipalities. The purpose of the Facilities Amendment is to:

1. Provide long-term plans for waste disposal
2. Address the use and disposition of Authority assets in event of a Wind Down
3. Ensure the orderly and efficient allocation of services during a Wind Down

The Governing Board is expected to approve the Master Plan and Facilities Amendment on March 20, 2026. The following items are attached as back-up:

1. Facilities Amendment Summary
2. Master Plan/Facilities Amendment Schedule
3. Master Plan
4. Master Plan Presentation

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Mark S Lubelski, P.E., City Manager Phone: 746-3430

Department Head Name and Title:

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT TO THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS AUTHORITY OF BROWARD COUNTY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise, upon approval of the City Commission, entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Authority of Broward County Florida (the "ILA") among Broward County, Florida (the "County") and twenty-eight municipalities in Broward County (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively with the County, the "Parties" and each individually a "Party") effective as of August 16, 2023 ("ILA Effective Date"), that created the Solid Waste Disposal and Recyclable Materials Authority of Broward County (the "Authority"); and

WHEREAS, the residents, businesses and tourists in Broward County generate 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the national average per person; and

WHEREAS, commissioned studies project that the amount of future solid waste generation in Broward County will increase by almost 50 percent over the next 40 years; and

WHEREAS, the single existing Class I landfill in Broward County currently available for disposal of solid waste is reaching capacity, and will stop accepting Class I waste for disposal at the end of this year; and

WHEREAS, the single existing waste-to-energy plant located in Broward County is at capacity and is unable to accept any additional solid waste; and

WHEREAS, the County and its municipalities face a solid waste crisis based upon projected increases in the generation of solid waste; and

WHEREAS, since the 2013 dissolution of the Resource Recovery System (which had been governed by the Resource Recovery Board), the municipalities and the County have failed to achieve the 75% statutory recycling goal; instead, the County recycling rate is approximately 30%; and

WHEREAS, even for those municipalities that are participating in recycling efforts, the contamination rates are far too high, resulting in less recycling and increased direct costs to the municipalities that are paid by their residents; and

WHEREAS, following the dissolution of the Resource Recovery System and Resource Recovery Board, each of the 31 municipalities and the County (for the unincorporated area) were on their own to manage solid waste disposal and recycling, resulting in variability of costs and disposal services; and

WHEREAS, the Solid Waste Working Group and subsequently the Authority have analyzed waste composition, waste generation, existing disposal capacity, and areas where significant improvements in solid waste management would yield economies of scale that are expected to result in lower processing and disposal costs, in order to achieve necessary goals of reduction, reuse and recycling to conserve needed disposal capacity; and

WHEREAS, the Governing Board of the Authority, on March 20, 2026, adopted a Master Plan that will enable the Parties to work collaboratively, for at least the next 40 years, to implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to reduction, reuse, recycling, and disposal of solid waste generated in the County; and

WHEREAS, the Master Plan outlines strategic actions across several key areas:

- Establishing a waste management system throughout the County, that decreases dependency on landfill and waste-to-energy and reduces the risk of market-driven unpredictability of costs for ILA members.
- Ensuring all Parties benefit from streamlined operations, improved access to services, and meaningful participation in long-term decision-making.
- Promoting a circular economy that maximizes the diversion of solid waste from the waste stream into beneficial uses that support domestic supply chains and manufacturing while reducing the reliance on and extraction of virgin natural resources.

- Reducing waste generation through a robust education and outreach program, behavior change, and incentives for circular economy practices.
- Expanding recovery and recycling with construction and demolition (C&D) debris and mandatory commercial recycling ordinances, implementing curbside source-separated yard trash processing, and developing convenience recycling drop-off facilities to protect current and future disposal capacity and maximize value from recovered solid waste commodities for the benefit of ILA members.
- Optimizing the use of existing public and private infrastructure in the most economical and efficient manner, while identifying the potential for new facility needs for transfer, processing, and disposal over the long term so as to achieve the goals of financial transparency, predictability and savings.
- Improving governance and financial stability via flow control mechanisms, assessment models, and regional policy and service harmonization; and

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a "Facilities Amendment" within thirty-six months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA; and

WHEREAS, as part of the Formation Conditions, each Municipal Party's elected body has one hundred and twenty (120) days to adopt and deliver to the Authority a resolution approving the Facilities Amendment; and

WHEREAS, if the City of Sunrise fails to adopt and deliver to the Authority a resolution approving the Facilities Amendment within that one hundred twenty-day period, such failure will be deemed to be the City's withdrawal from the ILA; and

WHEREAS, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County; and

WHEREAS, on March 20, 2026, the Governing Board of the Authority voted to recommend the First Amendment to the ILA, which is attached hereto as Exhibit "A" to this Resolution (the "Facilities Amendment"); and

WHEREAS, the City Commission for the City of Sunrise deems it to be in the best interest of the City of Sunrise to support the Master Plan, to continue to be a Municipal Party of the Authority, and to approve the Facilities Amendment.

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 "First Amendment to Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida" (Facilities Amendment) is hereby approved, in substantially the form attached hereto as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. The Mayor is hereby authorized to execute the Facilities Amendment.

Section 4. The appropriate City officials are authorized and directed to execute the necessary documents to effectuate the intent of this Resolution. The City Clerk is hereby directed to send a copy of this Resolution and the executed Facilities Amendment to the Solid Waste Disposal and Recyclable Materials Authority of Broward County.

Section 5. All resolutions or parts of resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. If any clause, section or other part of this Resolution shall be considered unconstitutional, or invalid in part such unconstitutional or invalid provision shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

This First Amendment ("Facilities Amendment") to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") is entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA's terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("Authority"), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 ("ILA Effective Date"). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties' costs fair, predictable, and aligned

DRAFT

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

> **2.0.1 Authority Fund(s)** means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.
>
> **2.0.2 Authority-Owned Asset(s)** means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.
>
> **2.0.3 Authority-Owned Facility(ies)** means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.
>
> **2.0.4 System Facility** means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~strikethroughs~~ and such additions set as <u>underlines</u>):

DRAFT

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose**. The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities**. Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

DRAFT

waste-to-energy facility, or other "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 **Amendment related to other types of solid waste disposal facilities; requirements.** If, in the future, the Authority is granted the power to own or operate a "solid waste disposal facility" pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 **Other publicly owned System Facilities.**

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority's benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 **Public-private partnerships.** The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 **Protection of Authority-Owned Facilities.** Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

DRAFT

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority's outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled "**WIND DOWN OF AUTHORITY**" is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 **Purpose**. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 **Schedule**. The general schedule of Wind Down is illustrated in Table 1 below.

Table 1

Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority's debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties' deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties' deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

DRAFT

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 **Wind Down operations.** During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

DRAFT

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 **Executive Director's Notice of Wind Down; inventory of assets.** The Executive Director will promptly begin the process of winding down the Authority's operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written "Notice of Wind Down" to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities ("Comprehensive Inventory").

21.5 **Authority debt and liability**. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority's debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority's debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 **Transfer of services**. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

DRAFT

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition; and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

DRAFT

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services ("Service Offer");

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County's Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County's Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County's written notice that it will provide the services and documentation of the relevant Municipal Parties' agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 **Disposition of Authority-Owned Assets**. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

DRAFT

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 Proposed asset offers. At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process*. On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of ("Asset Offer") pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents*. The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

DRAFT

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets*. Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

DRAFT

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds*. After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

DRAFT

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds*. Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution**. During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties' representatives on the Executive Committee; and (b) County's representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled "**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**" is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose**. The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority's Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

DRAFT

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 **Obligation to continue operations**. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 ("New Owner"), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years ("Transition Period"). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset's ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 **Obligation to provide fair fees to contributing Parties**. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

DRAFT

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 **Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period**. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

DRAFT

ARTICLE 23. SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW

23.1 **Purpose**. The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report**. The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 <u>System Facility capacity versus projected tonnage</u>. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

DRAFT

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 **County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity**. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

DRAFT

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

DRAFT

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

DRAFT

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

DRAFT

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled "Approvals" is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled "Quorum" is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled "Adoption of Other Amendments to Master Plan," is hereby corrected to read "Section 6.2.4."

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County ("Facilities Amendment Effective Date"). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

DRAFT

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[*SIGNATURE PAGES OF PARTIES TO FOLLOW*]

DRAFT

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST: By: _____
MUNICIPAL MAYOR

_____ _____
MUNICIPAL CLERK Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
Municipal Attorney

DRAFT

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

COUNTY

ATTEST:

By: _____
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_____
Attorney's Name (Date)
Senior Assistant County Attorney

By_____
Attorney's Name (Date)
Deputy County Attorney

DRAFT

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

DRAFT

EXECUTIVE SUMMARY OF FACILITIES AMENDMENT

Major sections of the Facilities Amendment are summarized below:

1. Section 2 of the Facilities Amendment, defines "Authority Funds," "Authority-Owned Assets," "Authority-Owned Facilities," and "System Facilities," distinguishing money from physical assets and facilities.

2. Section 5 of the Facilities Amendment creates a new ARTICLE 20 entitled AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS
    a. Authorizes Limited Types of Authority-Owned Facilities without further amendment of the ILA, the Authority may own/operate:
        i. Transfer stations
        ii. Permanent drop-off centers
        iii. Broadly defined recycling and recovery facilities (but not landfills or waste-to-energy plants).
    b. Any ownership of other "solid waste management facilities" without proper ILA amendment is a material breach.
    c. Confirms individual Parties can still own and operate their own facilities and contract with the Authority.

3. Section 6 creates a Detailed Wind Down Framework in a new Article 21.
    a. Establishes triggers for Wind Down (e.g., ILA expiration, court dissolution, insolvency).
    b. Sets a Wind Down schedule (notice on Day 0, inventory by Day 45, decision on successor by Day 99, asset offers starting Day 100, Party service responsibility by Day 150, completion within 365 days).
    c. Confirms Authority debts/liabilities remain those of the Authority alone; they are first paid from Authority Funds, then from sale of any remaining assets.
    d. Provides three options for post-Wind Down service provision:
        i Standard Procedure: each Party takes responsibility for its own solid waste and recycling services.
        ii Alternate Procedure: transfer to County, if County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total

tonnage of all of Broward County agree, County assumes all Authority services.

iii Transfer to a successor entity: if County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County approve a new or designated successor entity, successor entity assumes all Authority services.

e. Lays out a detailed asset disposition process:

i Parties may propose claims to assets.

ii Structured "Asset Offers" to Parties:

- First round to County for "Regional Assets" and to Municipal Parties for non-Regional Assets.
- Second round to County for non-Regional Assets not claimed by Municipal Parties and to Municipal Parties for Regional Assets not claimed by County.
- Remaining assets are sold commercially; proceeds used to pay remaining debts, then distributed to Parties.

iii "Regional Assets" (e.g., disposal facilities, key transfer stations, storm debris facilities, and assets originally owned by County) are first offered to County.

iv Non-regional assets (e.g., drop-off centers, recovered materials processing facilities, pyrolysis, composting, yard waste processing, etc.) are first offered to the Party in whose jurisdiction they sit (or to multiple Parties for joint ownership if geographically shared).

v Tangible personal property (vehicles, equipment) is allocated fairly based on value and condition.

vi Assets originally contributed by a Party are returned to that Party at no cost.

vii Reserve funds tied to a particular asset transfer with that asset (to Parties, not to third-party buyers).

viii Any remaining Authority Funds or surplus sale proceeds are distributed to Parties pro rata by population.

f. If all services are transferred to County or a successor entity, related assets and reserves go with that entity and are exempt from post-Wind Down restrictions in Article 22.

4. Section 7 creates a new Article 22 that Imposes Post-Wind Down Obligations on Parties receiving Authority-Owned Assets.

a. Assets transferred to a Party ("New Owner") carry deed restrictions:
    i For five years ("Transition Period"), the New Owner must operate the asset for its existing or a related solid waste purpose, run it responsibly, and generally may not sell or transfer it (other than operational contracts).
    ii Fee obligations:
        - If the Authority previously gave Parties discounted rates at the facility, the New Owner must maintain substantially similar discounts during the Transition Period.
        - If the facility was funded with Party-contributed money or assessments, the New Owner must provide pro rata fee credits to users from the contributing Parties, subject to limits so credits do not exceed the asset's operating cost and are not required if the financial benefit is de minimis.

b. Early or end-of-Transition Period exit. At any time during or at the end of the Transition Period, the New Owner must either:
    i Pay other Parties the fair market value (FMV) of the asset (with reserves considered), as set by a qualified appraiser; or
    ii Sell the asset via a competitive, lawful process and distribute net proceeds pro rata by Party population.

c. These obligations are enforceable via deed restrictions and ILA dispute procedures.

5. Section 8 of the Facilities Amendment creates Inspection, Reporting, and Technical Review Framework in a new Article 23.
    a. Parties may request and obtain inspections of Authority-Owned Facilities, subject to reasonable conditions.
        i Parties may monitor compliance with flow control by observing haulers and obtaining routing/scale data.
    b. The Authority must periodically prepare "System Facility Reports" will include at a minimum:
        i Facility capacity vs. projected tonnage.
        ii Condition and environmental status of each Authority-Owned Facility, including deferred maintenance and throughput vs. design capacity and industry standards.
        iii Contracted capacity sufficiency.
        iv Contingency capacity (backup facilities, disaster debris, etc.).

c. Reports must include clear, lay-friendly findings, be distributed to Parties, and be posted publicly. They inform Wind Down Asset Offers and Master Plan amendments.

d. County may commission and pay for its own "County Technical Reviews" (audits, inspections, analyses) concerning matters relating to its statutory obligation to provide access to solid waste disposal capacity:
   i Authority operations at Authority-Owned Facilities.
   ii Planning and capacity to meet future needs.
   iii Vendor performance, contract administration, cost control.
   iv Any matter materially affecting County's statutory duty to provide access to disposal capacity.

e. If the Governing Board rejects County's technical recommendations related to County's statutory obligations, County may use informal dispute resolution and, if needed, binding arbitration. Arbitrators can order the Authority to meet its contractual service standards but cannot force new services or new facility construction.

6. Section 9 of the Facilities Amendment creates a new Article 24 that Imposes Maximum Service Charge Protections.
   a. Establishes "Maximum Service Charges" for initial Authority-provided services, as defined in the Master Plan.
   b. Charges may only exceed those maximums through:
      i The Master Plan's predetermined index/adjustment mechanism for normal cost growth and emergencies, or
      ii A formally adopted "Cost Increase Amendment."
   c. A "Cost Increase Amendment" is any Master Plan change that:
      i Raises costs above Maximum Service Charges (as adjusted),
      ii Modifies the adjustment index, or
      iii Adds new cost-increasing services/technologies for Parties or their residents.
   d. Cost Increase Amendments require:
      i Executive Committee majority, including County's affirmative vote; then;
      ii Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by:

(a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and
(b) County's representative to the Governing Board.

e. The Master Plan must include a periodic, expert-conducted rate/fee competitiveness study to inform pricing and amendments.

7. Sections 10, 11 and 12 of the Facilities Amendment provide clarification on Quorum requirements for the Governing Board, Executive Committee and TAC and Corrects a cross reference in Section 7.1.2.2 from 6.2.3 to 6.2.4.

8. The Facilities Amendment becomes effective on the first business day after execution by:
   a. Municipal Parties representing at least 80% of the Municipal Party population; and
   b. Broward County.
   c. Does not take effect unless the Governing Board has already adopted a Master Plan as required by the ILA.
   d. Does not change the Authority's powers; any future changes require compliance with ILA Article 16.

SWABC - Proposed Master Plan/Facilities Amendment Schedule

- Master Plan Engagement Toolkit available for Member Cities to present (**December 1, 2025**)
- Draft Facilities Amendment and Financial Modeling (**February 4, 2026**)
- Complete Final Master Plan and Facilities Amendment sent to Executive Committee (**February 9, 2026**)
- Executive Committee review of Master Plan and Facilities Amendment along with Financial Modeling (**February 20, 2026**)
- Executive Committee recommends Master Plan and Facilities Amendment (**February 20, 2026**)
- Governing Board adopts Master Plan (**March 20, 2026**)
- Governing Board recommends Facilities Amendment (**March 20, 2026**)
- Adopted Master Plan and Recommended Facilities Amendment sent to cities (**March 23, 2026**)
- Deadline for cities to approve Facilities Amendment 120 Days (**July 21, 2026**)
- Deadline for adoption to Continue ILA (**August 14, 2026**)

Solid Waste Authority of Broward County

Task 13: Regional Solid Waste and Recycling Master Plan

Solid Waste Authority of Broward County
115 South Andrews Avenue, Room 122
Fort Lauderdale, FL 33301

SCS ENGINEERS

09224106.00, Task 00013 | March 13, 2026

6115 Lyons Road
Coconut Creek, FL 33073
954-354-0664

Table of Contents

Glossary iv
Acronyms vii
1.0 Executive Director's Statement 1
1.1 Shaping Broward's Waste Future: A Unified Path Toward Zero Waste 1
2.0 Overview 3
3.0 Approach 4
3.1 Zero Waste Lens 4
3.2 Minimize Waste Generation 5
3.3 Maximize the Beneficial Use of Solid Waste Resources 7
4.0 Guiding Principles 9
5.0 Key Policies Considered 10
6.0 Essential Take-aways 11
6.1 Behavior Change 11
6.2 Economies of Scale 12
6.3 Leverage Existing Infrastructure 13
6.4 Harmonization of Services 13
7.0 History/Background 14
8.0 Existing Solid Waste System 15
8.1 ILA Members 15
8.2 Existing Facilities 16
8.3 Data Sources 18
8.4 Population, Waste Generation, and Waste Composition Projections and Estimates 19
8.4.1 Population 19
8.4.2 Waste Generation 19
8.4.3 Waste Composition 20
8.5 Solid Waste Mass Balance Model 21
9.0 Regulatory and Policy Framework 24
10.0 Financial Framework 26
10.1 Flow Control Options 26
10.2 Budgeting Approach 26
10.3 Leveraging Economies of Scale 27
10.4 Leveraging Existing Infrastructure 27
11.0 Future Needs Assessment 28
11.1 Waste Generation Model 29
11.2 Waste Management Scenario Planning Overview 29
11.3 Facility Siting 32
11.3.1 Identification of Sites – Exclusionary Criteria 33
11.3.2 Alpha 250 Site 35
12.0 Innovative Future Technologies 38
12.1 Technology Planning Framework 38
12.2 High Diversion and Efficient waste management Technologies 40
13.0 Education and Outreach Program 41

14.0 Challenges and Opportunities 42
15.0 SCENARIO A PLAN 43
15.1 Expected Outcomes 43
15.2 Facilities Overview 43
15.2.1 Scenario A – Processing Facilities 44
15.2.2 Scenario A - Outcomes 48
15.3 Diversion Opportunities 48
16.0 Implementation Plan and Timeline 56
16.1 Recommended Timeline 56
16.2 Implementation Plan 57

Figures

Figure 1. Authority Organizational Structure 3
Figure 2. EPA Waste Management Hierarchy 5
Figure 3. Butterfly Diagram: Visualizing the Circular Economy 7
Figure 4. County Map of ILA and Non-ILA Members 15
Figure 5. Existing Solid Waste Management Facilities in Broward County 16
Figure 6. ILA Member Population 19
Figure 7. Broward County Estimated Waste Generation by Municipality (2025) 22
Figure 8. Broward County 2025 Estimated Tonnage of Waste Flows 22
Figure 9. Broward County Estimated Waste Generation by Municipality (2065) 23
Figure 10. Broward County Estimated Waste Flows, 40-year Planning Horizon (Tons in 2065) 23
Figure 11. Overview of Available Waste Approaches and Technologies Analyzed 28
Figure 12. Scenarios Overview 30
Figure 13. Location of County and Municipally Owned Sites within Broward County that Meet Screening Criteria 34
Figure 14. North Alpha 250 Setback and Buildable Area 36
Figure 15. Phased Implementation Framework Detailed Financial Plan 56

Tables

Table 1. Municipal, County, and Privately Owned and Operated Solid Waste Facilities in Broward County 16
Table 2. Legislation and Programs Addressing Zero Waste Goals 24
Table 3. Broward County Population and Waste Generation Over the 40-Year Planning Horizon 29
Table 4. Scenarios and Goals: Cost and Other Impacts 31
Table 5. Siting Criteria Summary 32
Table 6. Summary of Potential Sites 33
Table 7. North Alpha 250 Scenario A Suitable Facilities 36
Table 8. Scenario A Recovery Tonnages Summary – Estimated Outcome in 2045 43
Table 9. Overview of Scenario A 44

Table 10. Scenario A - New Diversion Facilities and Capacity, and Estimated Costs and Fees in 2025 Dollars 48
Table 11. Recommended Critical Elements, Strategy and Tactics, and Priority and Timeframe .. 51
Table 12. Recommended Phase Implementation Plan and Maximum Service Charges..... 57
Table 13. Materials Processing Fee Range..... 59

Appendices

Appendix A Solid Waste and Recyclable Materials Processing Authority of Broward County, Florida Interlocal Agreement (ILA)
Appendix B Project Framework Summary
Appendix C Key Policy Survey Presentation
Appendix D Residential Survey Results Presentation
Appendix E Post-Meeting Report: Broward County Solid Waste Management Public Workshop
Appendix F Task 2 White Paper – Existing Resources
Appendix G Task 5 White Paper – Regulatory Requirements and Policy Review
Appendix H Task 3 White Paper – Financial Overview
Appendix I Task 4 White Paper – Future Needs Assessment
Appendix J Broward County 2023 Waste Characterization Study
Appendix K Task 6 White Paper – Findings and Recommendations
Appendix L Task 10 White Paper – Natural Areas Near Facilities
Appendix M Task 9 White Paper – Innovative and Future Technologies
Appendix N Task 8 White Paper – Education and Outreach
Appendix O Task 17 White Paper – Construction & Demolition Debris Management Options
Appendix P Task 17 White Paper – Waste-to-Energy Health Impacts Publications Resources
Appendix Q Task 7 White Paper – Implementation Plan and Timelines
Appendix R Detailed Financial Plan

GLOSSARY

A

Afforestation: Planting trees to create new forests on previously non-forested land.
Agroforestry: Integrating trees and shrubs into agricultural systems.
Air Quality: The condition of the air based on pollutant levels.
Alternative Energy: Renewable energy sources like wind, solar, and geothermal.
Alternative Fuels: Non-petroleum-based fuels, like biofuels and hydrogen.
Anaerobic Digestion: Breaking down organic waste without oxygen to create biogas.
Aquaponics: A system combining fish farming with plant cultivation.

B

Biodegradable: Substances that can naturally decompose without harming the environment.
Biodiversity: The variety of life in a specific habitat or ecosystem.
Biofuel: Fuel derived from organic materials like plants or animal waste.
Biogas: A renewable gas produced from organic materials decomposing anaerobically.

C

Carbon Capture and Storage: Technology to capture and store CO_2 emissions.
Carbon Footprint: The total greenhouse gases produced directly and indirectly.
Carbon Neutrality: Balancing emitted and removed CO_2 to achieve net-zero emissions.
Carbon Reduction: Decreasing CO_2 emissions to mitigate climate change.
Circular Economy: An economic system focused on reusing, recycling, and reducing waste.
Circular Supply Chain: A supply chain designed to keep resources circulating.
Clean Energy: Energy from sources that release little to no pollutants.
Climate Change: Long-term changes in temperature and weather patterns due to human activities.
Closed-Loop System: A process where waste is reused in production, creating minimal waste.
Compostable: Materials that can break down in composting systems.
Composting: Decomposing organic waste to create nutrient-rich soil.

D

Decarbonization: Reducing carbon emissions across various sectors to combat climate change.
Deforestation: The clearing of trees, often for agriculture or development.
Downcycling: Recycling waste into products of lesser quality.

E

Ecological Footprint: The measure of human demand on Earth's ecosystems.
Ecosystem Services: Benefits humans derive from healthy ecosystems, like pollination.
Ecosystem: A community of interacting organisms and their physical environment.
Emissions: Pollutants released into the atmosphere from various sources.
Environmental Impact: The effect of human activities on the natural world.
Environmental Justice: Fair treatment of all people regarding environmental policies.
E-waste: Discarded electronic devices and components.
Extended Producer Responsibility: Policies holding producers accountable for post-consumer waste.

F

Fair Trade: Trade that ensures ethical treatment of workers and environmental care.
Flaring: Burning off excess gases, often from oil extraction.
Food Miles: The distance food travels from production to consumer.
Fossil Fuels: Nonrenewable energy sources like coal, oil, and natural gas.

G

Geothermal Energy: Renewable energy derived from Earth's internal heat.
Green Building: Construction practices focused on reducing environmental impact.
Green Infrastructure: Natural systems for managing stormwater and improving urban areas.
Greenhouse Gas: Gases that trap heat in the atmosphere, contributing to global warming.
Greenwashing: Misleading claims about the environmental benefits of a product or company.
Greywater: Wastewater from sinks, showers, and laundry that can be reused.

H

Habitat: The natural environment where a species lives.
Heavy Metals: Toxic elements, like lead, that can accumulate in the environment.
Hydropower: Renewable energy generated from flowing water.

I

Industrial Ecology: Studying industrial systems to minimize waste and resource use.
Invasive Species: Non-native species that disrupt local ecosystems.

L

Landfill: A site for waste disposal where trash is buried.
Life Cycle Assessment: Analyzing the environmental impacts of a product from creation to disposal.

M

Marine Debris: Litter, primarily plastic, that pollutes marine environments.
Methane: A potent greenhouse gas often emitted from landfills and agricultural activities.
Microplastics: Small plastic particles that pollute ecosystems.
Monoculture: Cultivating a single crop over a large area, which can harm biodiversity.

N

Natural Capital: The world's stocks of natural resources.
Natural Resources: Materials from Earth, like minerals and forests, used by humans.
Net Zero: Achieving a balance between greenhouse gas emissions and removals.
Nonrenewable Resources: Resources like coal that are finite and cannot be replenished.

O

Ocean Acidification: The reduction in ocean pH due to increased CO_2.
Offsetting: Compensating for emissions by reducing or sequestering carbon elsewhere.
Organic Agriculture: Farming without synthetic chemicals to protect biodiversity.

Organic Waste: Biodegradable waste like food scraps and yard trimmings.
Organics: Biodegradable materials, like food and yard trash.

P

Permaculture: A sustainable land management approach that mimics natural ecosystems.
Photovoltaic Cells: Devices that convert sunlight directly into electricity.
Pollinator: Animals like bees that help plants reproduce.
Pollution: Contaminants introduced into the environment that harm ecosystems.
Population Density: The number of people per unit area, impacting resources.
Post-Consumer Waste: Waste generated after a product has been used by consumers.
Precycling: Making purchasing decisions to avoid waste before it's generated.
Pyrolysis: Thermally decomposing organic material in the absence of oxygen.

R

Reclaimed Water: Treated wastewater used for purposes other than drinking.
Recycling: Reprocessing waste into new products to conserve resources.
Regenerative Agriculture: Farming that aims to restore soil and biodiversity.
Renewable Energy: Energy sources that are naturally replenishing, like wind and solar.
Resilience: The ability of systems to recover from environmental stress.
Resource Efficiency: Using resources wisely to reduce environmental impact.

S

Salinization: The buildup of salts in soil, often from improper irrigation.
Single-Use Plastics: Plastics designed for one-time use, often harmful to the environment.
Smart Grid: An energy network that uses digital technology for efficient distribution.
Soil Health: The ability of soil to support plant and animal productivity.
Solid Waste: Discarded materials from homes, businesses, and industries that require disposal or recycling.
Sustainability: Meeting present needs without compromising the needs of future generations.
Sustainable Agriculture: Farming practices that protect ecosystems.

U

Upcycling: Transforming waste into products of higher quality or value.
Urban Heat Island: Urban areas that are warmer due to human activities.

V

Vermiculture: Using worms to decompose organic waste into compost.
Volatile Organic Compounds: Chemicals that vaporize and harm air quality.

W

Waste Audit: Analyzing the amount and types of waste produced.
Waste Hierarchy: Ranking waste management options by environmental impact.
Waste Minimization: Strategies to reduce the amount of waste produced.
Waste-to-Energy: Converting waste materials into energy.
Water Conservation: Strategies to use water more efficiently.

Wildlife Corridor: A protected path that allows wildlife to move between habitats.
Wind Energy: Energy derived from the movement of wind to generate electricity.

X

Xeriscaping: Landscaping to reduce the need for irrigation.

Y

Yard Trash: vegetative matter from landscaping and yard maintenance.

Z

Zero Waste: An aspirational philosophy where resources are conserved by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health.

ACRONYMS

A

ACC: Air Cooled Condenser
ACOE: Army Corps of Engineers
AD: Anaerobic Digestion
ADC: Alternative Daily Cover
AI: Artificial Intelligence
AMR: Autonomous Mobile Robots
AMV: Average Market Value
APC: Air pollution control
ASL: Automated Side Loader
ASP: Aerated Static Pile
AVL: Automated Vehicle Location
AVR: Automatic Voltage Regulator

B

BACT: Best Available Control Technology
BSE: Bovine Spongiform Encephalopathy
BMSD: Broward Municipal Services District
BW: Bulky Waste

C

CAAA: Clear Air Act Amendments
CASP: Covered Aerated Static Piles
CEMS: Continuous Emissions Monitoring System
CESQG: Conditionally exempt small quantity generator
CCA: Chromated Arsenicals
CCTV: Closed Circuit Television

C&D: Construction and Demolition
CFR: Code of Federal Regulations
CHP: Combined heat and power
CI-ICE: Compression Ignition Internal Combustion Engines
CMMS: Computerized maintenance management systems
CMSW: Commercial Municipal Solid Waste
CNG: Compressed Natural Gas
COSH: Council for Occupational Safety and Health
CPI: Consumer Price Index

D

DAC: Direct air capture
DARM: Division of Air Resource Management
DOE: Department of Energy
DOR: Department of Revenue
DOT: Department of Transportation
DSR: Dual-Stream Recycling

E

EHS: Environmental, health, and safety
EJ: Environmental justice
ENVIROS: Environmental Inquiry and Resource System
EPA: United States Environmental Protection Agency
EPR: Extended Producer Responsibility
EREF: Environmental Research and Education Foundation
EV: Electric vehicles

F

F.A.C.: Florida Administrative Code
FEC: Florida East Coast Railway
FDA: Federal Drug Administration
FDEP: Florida Department of Environmental Protection
FDOT: Florida Department of Transportation
FLM: Federal Land Manager
FOG: Fats, oils, and grease
FoTS: Feet on the Street
F.S.: Florida Statues

G

GHG: Greenhouse gas
GIS: Geographic Information System
GPS: Global Positioning System

H

HAP: Hazardous air pollutants
HHW: Household Hazardous Waste

HMR: Hazardous Materials Regulations

I

ICI: Industrial, Commercial, or Institutional
ICTF: Intermodal Container Transfer Facility
ILA: Interlocal Agreement
IoT: Internet of Things
ITC: Investment Tax Credits

L

LCFS: Low Carbon Fuel Standards
LEED: Leadership in Energy and Environmental Design
LLC: Limited Liability Company
LNG: Liquified natural gas
LQGs: Large Quantity Generators

M

MBT: Mechanical biological treatment
MC/SS: Master Composter/Sustainability Steward
MMBtu: Metric Million British Thermal Unit
MOU: Memorandum of Understanding
MRF: Material Recovery Facility
MSW: Municipal Solid Waste
MW: Megawatts
MWC: Municipal Waste Combustor
MWh: Megawatt hours
MWP: Mixed Waste Processing

N

NAAQS: National Ambient Air Quality Standards
NESHAP: National Emission Standards for Hazardous Air Pollutants
NIMBY: "Not in My Backyard"
NIR: Near-infrared
NGVD: National Geodetic Vertical Datum
NNSR: Nonattainment New Source Review
NPDWR: National Primary Drinking Water Regulation
NRWWTP: North Regional Wastewater Treatment Plant
NSR: New Source Review
NSPS: New Source Performance Standards

O

OCC: Old corrugated containers
O&M: Operations and maintenance
OTM: Other Test Method

P

PAYT: Pay-as-You-Throw
PET: Polyethylene terephthalate
PFAM: Population Forecast and Allocation Model
PFAS: Per- and Polyfluoroalkyl Substances
POTW: Publicly Owned Treatment Works
PPI-SW: Producer Price Index for Solid Waste Collection, Series ID: PCU562111562111
PPP: Public-Private Partnerships
PPSA: Power Plant Siting Act
PSC: Public Service Commission
PSD: Prevention of Significant Deterioration
PV: Photovoltaic
PVC: Polyvinyl chloride

R

R2: Responsible Recycling
RBAC: Recycling Business Assistance Center
RCRA: Resource Conservation and Recovery Act
RDF: Refuse derived fuel
RED: Resilient Environment Department
REL: Rear-End Loader
RFID: Radio Frequency Identification
RFP: Request for Proposal
RFQ: Request for Quote
RFS: Renewable Fuel Standards
RICE: Reciprocating internal combustion engines
RIN: Renewable Identification Numbers
RMC: Remote Monitoring and Control
RMPF: Recovered Materials Processing Facility
RMSW: Residential Municipal Solid Waste
RNG: Renewable Natural Gas
RRF: Resource Recovery Facility
RSA: Revenue sufficiency analysis
RSM: Recovered screened materials
RSW: Raw shredded green waste
R&T: Recycling and Transfer

S

SCR: Selective catalytic reduction
SEM: Surface Emission Monitoring
SFRTA: South Florida Regional Transportation Authority
SHPA: Swine Health Protection Act
SI-ICE: Spark Ignition Internal Combustion Engines
SQGs: Small Quantity Generators
SS: Single-Stream
SSO: Sanitary Sewer Overflow
SSR: Source-Separated Recyclables
SSR: Single-Stream Recycling

SWA: Solid Waste Authority
SWANA: Solid Waste Association of North America
SWRS: Solid Waste and Recycling Services
SWWG: Solid Waste Working Group

T

TAC: Technical Advisory Committee
TDLAS: Tunable Diode Laser Absorption Spectroscopy
TPD: Tons per Day
TPH: Tons per Hour
TPY: Tons per Year
TRP: The Recycling Partnership

U

UAS: Unmanned aircraft system
UAVs: Unmanned aerial vehicles
UROs: Universal Recycling Ordinances
USDA: United States Department of Agriculture

V

VOC: Volatile organic compounds
VSQGs: Very Small Quantity Generators

W

WARM: Waste Reduction Model
WCF: Waste Connections of Florida
WM: Waste Management
WTE: Waste-to-Energy
WWTP: Wastewater Treatment Plant

Y

YT: Yard Trash

Z

ZBA: Zoning Board of Appeals
ZBB: Zero-Based Budgeting
ZWIA: Zero Waste International Alliance

1.0 EXECUTIVE DIRECTOR'S STATEMENT

1.1 SHAPING BROWARD'S WASTE FUTURE: A UNIFIED PATH TOWARD ZERO WASTE

Broward County stands at a pivotal moment in its environmental and public service evolution. As one of the most populous and diverse counties in the State of Florida, we are both uniquely challenged and uniquely positioned to lead in the transition to a more sustainable, efficient, and equitable solid waste and recycling system. This *Regional Solid Waste and Recycling Master Plan* (Master Plan) is not merely a strategic roadmap—it is a bold declaration of our collective intent to rethink how we value, manage, and ultimately reduce waste across all 31 municipalities, with 28 having already committed, along with Broward County, through our new Interlocal Agreement.

The creation of the Solid Waste and Recyclable Materials Processing Authority of Broward County is a testament to the foresight and leadership of our elected officials and community stakeholders. After more than a decade of fragmentation, the formation of the Authority reestablishes a much-needed regional governance framework—one that allows us to leverage economies of scale, coordinate investments in new infrastructure, harmonize policies, and speak with a unified voice when facing statewide and national policy challenges.

Historically, Broward County has embraced innovation, from early investments in recycling programs to public-private partnerships in disposal and processing. But those successes, while important, are no longer sufficient. Today's waste challenges are far more complex and far-reaching. Climate change, supply chain instability, the rising cost of disposal, community concerns about equity and environmental justice, and an urgent need to reduce greenhouse gas emissions all compel us to act decisively. Landfill space is finite, and reliance on outdated practices can no longer sustain our growing population and economy.

This Master Plan, developed in collaboration with expert consultants, technical advisors, and local stakeholders, reflects a comprehensive, data-driven vision for the next 40 years. It is centered around a singular but transformative and aspirational goal: **Zero Waste to Landfill**. Achieving that goal will require more than new technology or facilities. It requires a cultural shift toward minimizing waste at the source, maximizing beneficial reuse and recycling, and fundamentally rethinking how materials move through our economy — from product design to end-of-life — in order to maximize beneficial reuse while minimizing the amount of waste requiring disposal.

To that end, this Master Plan outlines strategic actions across several key areas:

- **Reducing waste generation** through education, procurement reform, and incentives for circular economy practices.
- **Expanding recovery and recycling** with source-separated organics, construction and demolition (C&D) recovery programs, and mandatory recycling ordinances.
- **Strengthening infrastructure** by optimizing existing assets while identifying new facility needs for transferring, processing, and disposal over the long term.

- **Improving governance and financial sustainability** via flow control mechanisms, assessment models, and regional policy harmonization.

- **Promoting environmental equity** to ensure that historically burdened communities benefit from cleaner operations, improved access to services, and meaningful participation in decision-making.

Public outreach and stakeholder engagement were central to the development of this plan. Community feedback, environmental justice considerations, and an emphasis on multilingual, inclusive education efforts are embedded throughout the recommendations. We recognize that lasting transformation requires trust, transparency, and long-term collaboration across all sectors—government, private industry, non-profits, schools, and residents.

We also acknowledge that technology alone will not solve these challenges. Behavioral change — across households, businesses, and institutions — is essential. The system we envision empowers every resident and visitor to participate meaningfully, supported by consistent messaging, accessible services, and a commitment to continuous improvement.

This Master Plan is a living document. It will be updated regularly to reflect emerging trends, legislative changes, technological advancements, and lessons learned through implementation. But its foundational principles — environmental stewardship, operational excellence, regional cooperation, and public accountability — are enduring.

On behalf of the Solid Waste Authority's Executive Committee, staff, and consultant team, I extend sincere gratitude to the many individuals and organizations who contributed their time, ideas, and passion to this effort. Your input has made this plan stronger, more grounded in community values, and more responsive to the challenges ahead.

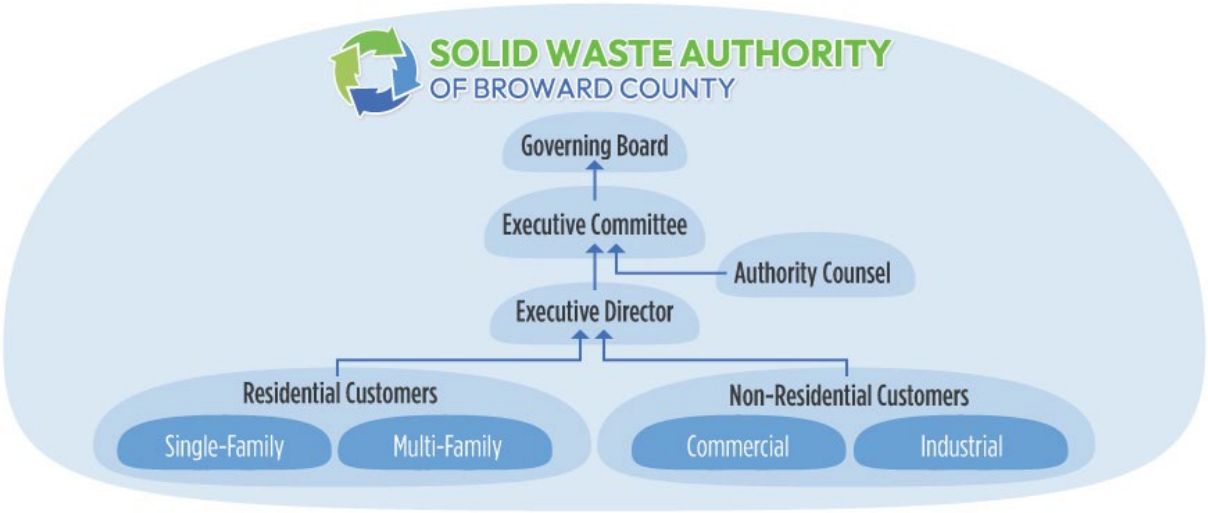
I invite you not only to read this Master Plan but to engage with it. The path to Zero Waste is ambitious, but it is attainable. Together, we can build a solid waste and recycling system that is cleaner, smarter, and more just — for today and for generations to come.

Sincerely,
Samuel A. May
Executive Director
Solid Waste and Recyclable Materials Processing Authority of Broward County

2.0 OVERVIEW

The Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (Authority) is a newly constituted independent and separate legal entity created pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes, through the *Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida* (ILA) executed by and among Broward County (County) and numerous municipalities in the County. **Figure 1** presents the organizational structure of the Authority.

Figure 1. Authority Organizational Structure



As prescribed in the ILA (see **Appendix A**), the Governing Board is comprised of an appointed elected official from each ILA Member, and the Executive Committee is comprised of 11 elected officials who also serve on the Governing Board. One (1) member of the Executive Committee represents the County; five (5) members represent the large municipalities; three (3) members represent the medium municipalities; and two (2) members represent the small municipalities. The duties and powers of the Governing Board and Executive Committee are also specified in the ILA.

Consistent with the ILA, the Authority must adopt a Regional Solid Waste and Recycling Master Plan (Master Plan). The Master Plan is a comprehensive strategic document that outlines how the Authority can manage its solid waste from generation to disposal. The purpose of the Master Plan is to provide the Authority with detailed recommendations concerning policies, operations, and facilities needed to create a regional solid waste and recycling system (System) that is environmentally sustainable, transparent, innovative, and economically efficient in its approach to reduction, reuse, recycling, and disposal of the waste generated across the County. It is important to note that the Master Plan is a "living document" that should be revisited and updated periodically to maintain alignment between the Authority and its various stakeholders.

3.0 APPROACH

This Master Plan serves as a strategic framework to guide the development of services, programs, and facilities needed to efficiently and effectively manage the solid waste generated within the County. This Master Plan reflects the analyses and subject-specific White Papers developed by the SCS Engineers Team, which includes Arcadis I.S., Inc., Resource Recycling Systems, and Mercury, since engaged by the Authority in May 2024. Each deliverable is referenced in this Plan and included as an appendix. This Master Plan is intended to be a living document developed in accordance with the Project Framework Summary attached as **Appendix B**. The recommended policies, services, programs, and facilities are envisioned to be carried out via a tactical plan that addresses the preferred procurement and implementation approach. It is anticipated that the Master Plan will be revisited over the planning horizon and adjusted based on the progress made as well as the changes needed to meet the needs of the Authority as they evolve.

The Master Plan was crafted using a Zero Waste lens to develop a clear pathway to meet or exceed the 75% recycling goal established by the State of Florida via House Bill 7135. This involved identifying and evaluating options to maximize the beneficial use of waste stream components while minimizing waste stream components that have no beneficial use. Transparency has been at the forefront of this approach, requiring continuous engagement to provide a local lens through which solutions are evaluated for their suitability, both to the community and to the geographic uniqueness of the Authority and County at large. To facilitate public engagement and enhance transparency, the Authority created a website (https://browardswa.org/) to support the development of the Master Plan.

3.1 ZERO WASTE LENS

Many communities across the United States[1] recognize that we are a wasteful, "throwaway"[2] society that engages in excess consumption and is quick to discard resources. We miss the societal and economic opportunities offered by the flow of resources and waste, including jobs and valuable materials. Zero Waste principles promote a shift from the current take-make-waste system[3] to a mindset that results in a lifestyle change of minimizing waste generation at the source, encouraging the highest and best use of recirculated materials, and promoting a circular, closed-loop system of production and consumption.

The Zero Waste International Alliance (ZWIA) defines Zero Waste as "the conservation of all resources by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health."[4] While Zero Waste is the aspirational goal, solid waste and energy recovery facilities such as waste-to-energy (WTE) facilities and landfills play an important role at the bottom of the hierarchy. Both the United States Environmental Protection Agency (EPA) and

[1] Austin, TX; Baltimore, MD; Hawai'i County, HI; Boston, MA; Boulder, CO; Fort Collins, CO; Chula Vista, CA; Dallas, TX; Delaware County, PA; Los Angeles, CA; Missoula, MT; Montgomery County, MD; Oakland, CA; Oceanside, CA; Palo Alto, CA; San Diego, CA; Washington, DC; King County, WA; Fresno, CA; the State of Connecticut; Middletown, CT; San Francisco, CA; Oakland, CA; Alameda, CA; Pasadena, CA; Ashville, NC; San Jose, CA; Guam; the Commonwealth of the Northern Mariana Islands and many other U.S. and international agencies

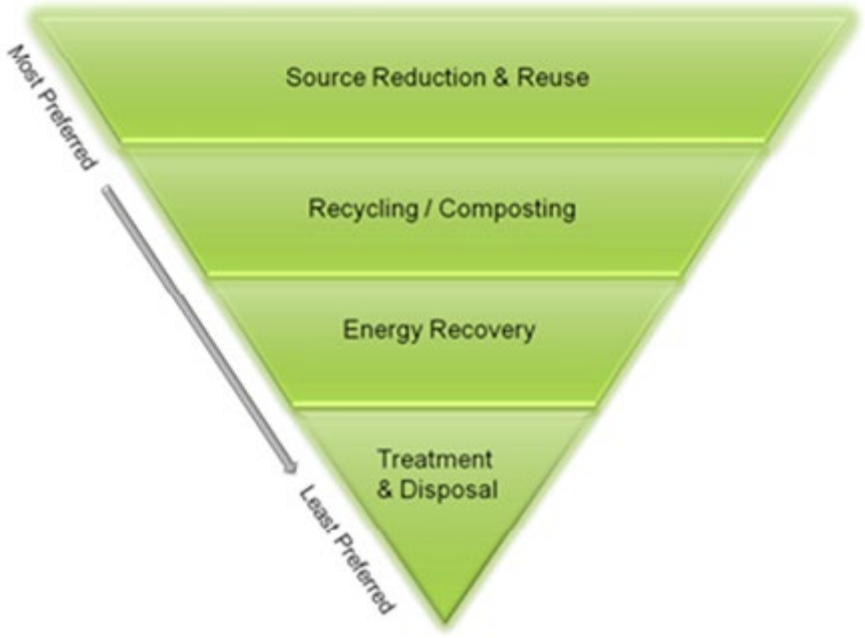
[2] RoadtoZeroWasteReport_FINAL.pdf

[3] Circular economy principles: Eliminate waste and pollution

[4] Zero Waste Definition - Zero Waste International Alliance

ZWIA's Waste Management Hierarchies prioritize source reduction, reuse, recycling, and composting above volume reduction via WTE and ultimately landfill disposal, as presented in **Figure 2.**

Figure 2. EPA Waste Management Hierarchy[5]



It is important to note that recycling and beneficial use of waste stream components are not incompatible with WTE; rather, WTE can extract value via metals recovery, energy production, and reduce the volume of waste stream components that are not otherwise beneficially used thereby saving finite landfill capacity.

3.2 MINIMIZE WASTE GENERATION

An important step on the journey to Zero Waste is to start at the source, i.e., minimize waste generation. ZWIA cites three overarching goals necessary to shift from linear resource use to sustainable, circular resource management: producer responsibility, community responsibility, and political responsibility. Producer responsibility related to industrial production and design lies at the front end, community responsibility (i.e., consumption, use, and disposal) lies at the back end, and political responsibility involves bringing the two together[6].

As ZWIA insightfully notes, both individual and collective behaviors must align for a Zero Waste goal to be effective. The Recycling Partnership's 2021 white paper, *Start at the Cart™: Key Concepts of Influencing Recycling Behaviors to Drive a Circular Economy,* asserts that "people are peopley, meaning, our brains and behaviors are both complex and often at odds with each other," and

[5] https://www.epa.gov/smm/sustainable-materials-management-non-hazardous-materials-and-waste-management-hierarchy
[6] Zero Waste Community Principles - Zero Waste International Alliance

concludes that those who are most successful at making and maintaining good choices incorporate those choices into their daily habits and patterns[7]. The lifestyle changes necessary to move closer to a Zero Waste goal involve making conscious choices at every stage, from selecting a product to usage and proper disposal.

Minimizing waste generation is a mission and mindset that an entire community must adopt to be effective; it can only take place over a long period of time and must become self-enforcing. Behaviors for each segment of the population and each institution (e.g., private, public, commercial, industrial, religious) evolve and become aligned through shared values of thriftiness, environmental stewardship, and commitment. Examples of supportive behaviors include:

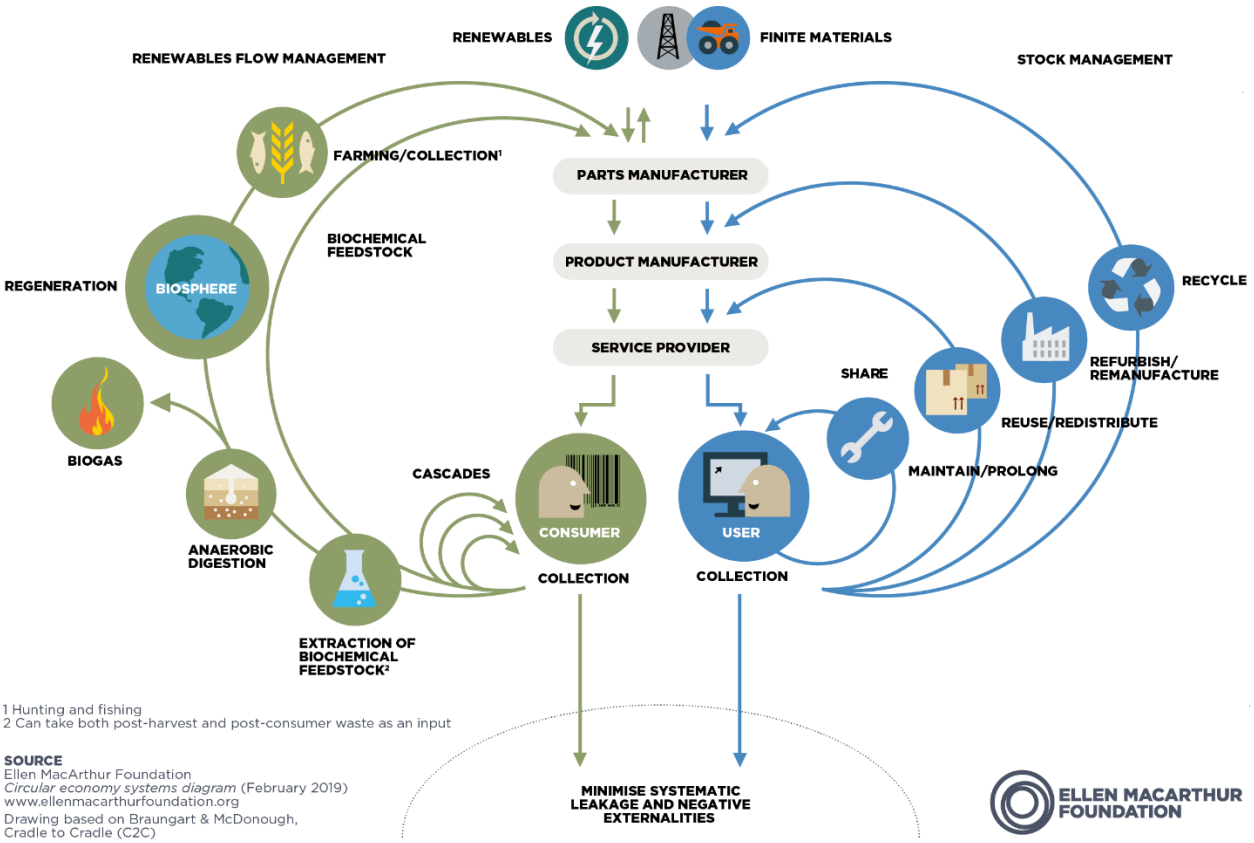
- Setting Zero Waste metrics which are accountable and reviewed regularly, with progress being celebrated
- Reducing consumption of materials
  - Go fully paperless and give preference in procurement processes to digital alternatives
  - Utilize permanent or backhauled reuseable containers (i.e., durable grocery bags)
- Reusing or re-selling materials, items, and tools after initial use
- Repurposing items no longer used for their original intent
- Repairing instead of replacing
- Buying used instead of new materials for the same functions
- Recycling
- Buying recycled content or recycled products; for example, institute procurement policy incentives for recycled content and products vs. virgin content products
- Using bulk instead of packaged products
- Organizing and participating in community swaps (e.g., flea markets, swap meets, waste exchanges)
- Organizing secondary markets for blemished and overstocked food

[7] Influencing-Recycling-Behaviors-Whitepaper-Recycling-Partnership.pdf

3.3 MAXIMIZE THE BENEFICIAL USE OF SOLID WASTE RESOURCES

Maximizing the beneficial use of generated waste is captured in the Ellen MacArthur Foundation's circular economy diagram, commonly known as the butterfly diagram (**Figure 3),** which illustrates two key cycles in the continuous flow of materials in a circular economy: the technical cycle and the biological cycle.

Figure 3. Butterfly Diagram: Visualizing the Circular Economy



Products and materials that are used rather than consumed in the technical cycle (on the right-hand side) are kept in circulation through sharing, reusing, repairing, refurbishing, remanufacturing, and recycling. Inner loops such as sharing, maintaining, and reusing capture the most value as keeping a product whole retains more of its embedded value. Recycling – transforming a product or component into its basic materials – is the final step in the technical cycle. Though the time and energy invested in making a recycled product is lost, the value of the materials is retained as they are recirculated into the economy once more[8].

The biological cycle (on the left-hand side) illustrates the process by which products that are consumed, such as food, can biodegrade and safely return to the earth. Regeneration is at the heart of the biological cycle, shifting the focus from doing less harm to the environment to actively

[8] The *technical* cycle of the butterfly diagram

improving it. Recovering materials embedded in organic waste through anaerobic digestion or composting and using food by-products to make other materials for a variety of applications are ways to beneficially recirculate organic matter through the biological cycle[9].

Key to maximizing the beneficial use of waste stream components is robust public engagement, education, and building trust that includes communicating the "who, what, where, when, and how" of resource stewardship and rational for behavior change. This includes clarifying set-out requirements for solid waste, recyclable materials, yard trash, bulk waste as well as opportunities to manage household hazardous waste, electronics, and other waste stream components that can best be managed upstream from disposal. Starting with these basics creates the conditions to enhance the resource management program in the future. For example, after establishing a yard trash processing facility, expand the services to include other clean organics (e.g., food waste).

[9] The *biological* cycle of the butterfly diagram

4.0 GUIDING PRINCIPLES

An initial step for developing the Master Plan was the establishment of Guiding Principles to serve as the framework to conduct the analysis and ultimately to assure that the resulting recommendations are aligned with the values and priorities of the Authority. Essentially, the Guiding Principles frame the pathway from the current state through the 40-year planning horizon, providing clarity in terms of the Authority's starting point and its direction going forward. The Guiding Principles are presented in no particular order below, with the exception of controlling your solid waste destiny, which was prioritized above all by the Executive Committee:

- Control Your Solid Waste Management Destiny – developing the services, programs, and facilities such that the Authority takes responsibility for managing the solid waste generated in the County and the outcomes of the decisions.

- Zero Waste Focus – taking a "whole system" approach to services, programs, and facilities to minimize consumption and the associated waste generation and to maximize beneficial reuse and recycling.

- Environmental Compliance – managing the impacts to the air, soil, water, and wildlife as well as "quality of life" impacts to the community such as aesthetics, odor, noise, and traffic.

- Management Compliance – satisfying the applicable growth management requirements for solid waste concurrency.

- Long-term Disposal Solution – achieving a reliable disposal approach over the 40-year planning horizon.

- Commercially-Proven Technologies – technology that has been designed, constructed, and operated/implemented in the United States on a commercial scale (not a pilot plant or research facility) for at least one year in a reliable and consistent manner. The capacity of the technology is appropriate to manage the quantity of material typically produced, and products of the processing have been marketed effectively.

- Operational Excellence – optimizing the operations of the Authority's solid waste management assets as well as the programs that will be administered by the Authority.

- Harmonization of Services County-wide – aligning the services, programs, and facilities to provide unified services across the Authority.

- Best Value Service – developing services, programs, and facilities that reflect local and regional conditions and appropriately balancing the value with the cost and with key policies.

5.0 KEY POLICIES CONSIDERED

Acting in concert with the Guiding Principles, the following Key Policies also provide clarity in terms of the Authority's strategic direction. The key policy considerations embraced by the Executive Committee are presented below in no particular order. Refer to the Key Policy Survey Presentation in **Appendix C** for additional details.

- The Master Plan assumes a 40-year planning horizon and considers the time associated with implementation of the recommended services, programs, and facilities.

- The Authority wants to consider options to dispose of waste outside of the County and is looking for partnerships with other units of government where appropriate.

- The Authority wants to maximize the use of existing infrastructure within Broward County.

- Technologies that are not commercially proven should be excluded from consideration. Technology maturity should be monitored to provide maximum flexibility over the planning horizon.

- Because of geography, natural disasters can have a dramatic impact on facility use, particularly private sites; therefore, the Master Plan need not align with the County's individual Disaster Debris Management Plans.

- The Authority will strive for cost-effective and efficient delivery of solid waste and recycling services and has the ability to enact an annual assessment to provide funding, with rates needing to reflect the cost of services in the local waste market

- The minimum distance from solid waste facilities to residential properties has evolved. Initially, the Executive Committee suggested a minimum distance of one mile from residential property. However, due to the build-out of the County, this distance was not feasible and was decreased to half a mile, then to a quarter mile for certain facility types. The number of possible sites decreased as privately-owned parcels were eliminated in favor of County and municipally-owned sites.

- In alignment with the Authority's equity and inclusivity goals, environmental justice considerations to apply to the development of the Master Plan generally emphasize equitable outcomes for all communities, particularly those historically affected by environmental challenges.

- The Authority is encouraged to consider mandatory residential and commercial recycling. Initial steps that can be taken immediately include focusing on yard trash, which sets the stage for processing for beneficial use, and commercial C&D debris recycling.

6.0 ESSENTIAL TAKE-AWAYS

Through the development of the White Papers referenced herein, several themes emerged that are essential to the successful implementation of the Master Plan. Each essential theme is discussed further in the following sections.

6.1 BEHAVIOR CHANGE

One way to create behavior change is by developing a robust communications infrastructure based on **access**, **knowledge**, and **engagement.** This is key to changing the paradigm from a culture of consumption to a culture of minimizing waste and maximizing the beneficial use of waste stream components to reduce the amount of waste requiring disposal.

Access refers to whether recycling bins are readily available or if residents must walk or drive to drop off centers. Access is critical to the success of any recycling or zero waste program. It ensures that each resident, employee, or visitor can conveniently recycle or reuse end-of-life materials as easily as throwing them away. It is vital that everyone, regardless of ethnicity, primary language, or socioeconomic status have the same access to these programs and that the instructions they receive to participate in the programs are in their language of choice.

Knowledge refers to conveying the information people need to make decisions about what, when, and how to recycle. As part of developing our understanding of residential waste generator perceptions, a recycling survey was developed and deployed in early 2025. The survey considered property type, property ownership, income, and age. Key findings were:

- 86% of the respondents have separate solid waste and recycling carts
- 87% of the respondents receive recycling information from their municipality or County
- 43% of the respondents prefer receiving recycling information via email
- 43% of respondents trust that recyclable items that are placed in recycling carts get recycled
- 94% of respondents indicated that they recycle according to guidelines
- 59% place yard trash at the curb for collection

A summary presentation from the residential survey is included in **Appendix D**.

Engagement involves an individual's values, beliefs, attitudes, and identity, as well as the social dynamics and norms within their household, workplace, and community. It is not enough just to "tell" residents or businesses what they need to know. A fully optimized recycling collection and processing system cannot reach its full potential without effective education, outreach, and community engagement. Further, a trusted messenger is vital to a successful behavior change campaign.

A key component of the knowledge phase is determining the key motivations of the target audiences. Then, during the engagement phase, prompts for behavior change can be created based on those motivations. Using the last Census as a guide for Broward County, it is likely that the focus audiences for the research phase should be English, Spanish, and Haitian Creole speakers between the ages of 18 and 40 and 65 and over, both single-family home residents (rent and own) and multifamily home residents (rent and own) with a high school education and above. During the research phase, barriers to behavior change (recycling and recycling the right items) can be determined and then addressed during the education and engagement phases. To determine similar factors from

businesses and institutions, a key tactic would include creating an electronic survey and sending a postcard describing the goals with a link to the survey. Some sort of motivation, such as drawing for a gift card, often is needed to encourage businesses to complete the survey. In addition, providing businesses and institutions with the information they need to comply with local ordinances and regulations is a crucial step. The County can thus influence businesses and institutions to change behaviors, and then key players within those locations will influence their employees in a domino effect of information and influence.

An initial interactive Public Workshop was convened in September 2024 to introduce the Master Plan and solicit feedback from a range of stakeholders, including elected officials, staff, and public stakeholders. One of the themes of the Workshop was that "there is no 'away' for garbage"— a reminder that all waste has consequences, and how we manage it affects the environment and the health of our communities. Key takeaways from the Broward County Solid Waste Management Public Workshop are presented in **Appendix E**.

6.2 ECONOMIES OF SCALE

A driving force for establishing the Authority was the notion that the benefits of working together exceed those of operating independently. For context, the decision not to extend the original Resource Recovery System in 2013 was based in part on the belief that the "free market" would enable competition and that each of the former member communities would benefit in terms of cost and service. While some benefits were realized in the short-term, the desired benefits have not been sustained over the longer term.

In order to fully realize the opportunities presented by the establishment of the Authority, it is critically important to leverage economies of scale to manage the collective waste stream. This is best accomplished via a concept known as flow control, which is the ability to direct where solid waste and recyclables generated within a jurisdiction must be transported, processed, or disposed. The primary objectives of flow control include:

- Ensuring adequate and reliable waste volume to support public or designated private facilities (e.g., landfills, waste-to-energy plants, material recovery facilities).
- Maintaining environmental standards, such as higher recycling or diversion rates.
- Providing fiscal stability for solid waste infrastructure which often relies on minimum tonnage or stable tipping fees.

Flow control can be established through three primary mechanisms: regulatory (i.e., ordinance), contractual, and economic. While each mechanism has unique legal, operational, and financial implications, the recommended approach entails the following:

- A hybrid approach that combines both ordinance-based and contractual flow control to leverage the strengths of each. For instance, a County ordinance could outline a broad requirement to use designated facilities, while interlocal agreements define specific terms for each municipality, including put-or-pay clauses or cost-sharing formulas.

- Allow for phased implementation to enable the alignment of new ordinances or interlocal agreements with existing contract expirations in order to reduce disruption to municipal budgets and operations.

- Provide economic incentives, such as favorable tipping fees or rebates, to encourage early adopters and mitigate the political or economic challenges of mandated flow control as well as performance-based incentives for municipalities or haulers that meet or exceed recycling/diversion targets.

- Adopt clear enforcement mechanisms and utilize staff to oversee inspections, tonnage tracking, and penalty enforcement.

- Standardize data reporting requirements for all municipalities and private haulers to ensure transparency.

6.3 LEVERAGE EXISTING INFRASTRUCTURE

As detailed in the Task 2 White Paper, there is currently adequate infrastructure within the County to meet current solid waste management needs. It is important to note that the analysis presented in the Task 4 White Paper identified the need for a wide range of new facilities over the planning horizon. However, this conclusion was based largely on an "academic approach" to identifying the infrastructure needed to reach the target recycling goal given the increased volume of waste to be managed by 2045. In the short-term, it is recommended that the Authority leverage the existing infrastructure while targeting waste streams that can be beneficially used immediately (e.g., traditional recyclable materials, yard trash, C&D debris). This approach, along with a focus on robust public engagement and education to maximize waste minimization and "recycling right" are expected to result in a higher recycling rate in the short-term, while further infrastructure needs are evaluated.

6.4 HARMONIZATION OF SERVICES

Harmonizing services is defined as building service consistency across the ILA communities in terms of how solid waste and recyclable materials are collected (i.e., set out at the curb), where materials are processed, and how information is developed and disseminated. It is critically important that education, outreach, and messaging are carefully coordinated to ensure consistency across the Authority.

7.0 HISTORY/BACKGROUND

In the 1980s, a partnership known as the Resource Recovery System was formed among the County, most municipalities within the County, and the private sector. The purpose of this partnership, which was bound by an Interlocal Agreement (ILA), was to develop a state-of-the-art solid waste management system, and the result was, indeed, a cost-effective, sustainable, and environmentally safe solid waste management system. As the ILA expiration date drew near, the County convened a Solid Waste Visioning Summit in 2006, also known as the Trash Summit, during which County stakeholders developed a policy framework to manage uncertainty; they also began considering the best solution based on value and cost, governance and implementation, flexibility, control and environmental stewardship. However, the ILA Cities and the County allowed the ILA to expire in 2013, granting each former member autonomy in solid waste management

Following the expiration of the ILA, concerns arose surrounding the formation of solid waste monopolies. This led the County and several cities to reopen the dialogue, develop a new vision for the future of solid waste management across Broward County, and identify a means to achieve that vision.

Ultimately, these events led to the formation of a Solid Waste Working Group and the commissioning of studies by both Arcadis and SCS Engineers that would serve to detail how a 75% County-wide recycling goal may be reached, and other solid waste disposal issues identified by the Solid Waste Working Group. An ILA creating the Solid Waste and Recyclable Materials Processing Authority of Broward County was executed thereafter in 2023. The preparation of this Master Plan resulted from the Authority's Request for Proposal for Consulting Services.

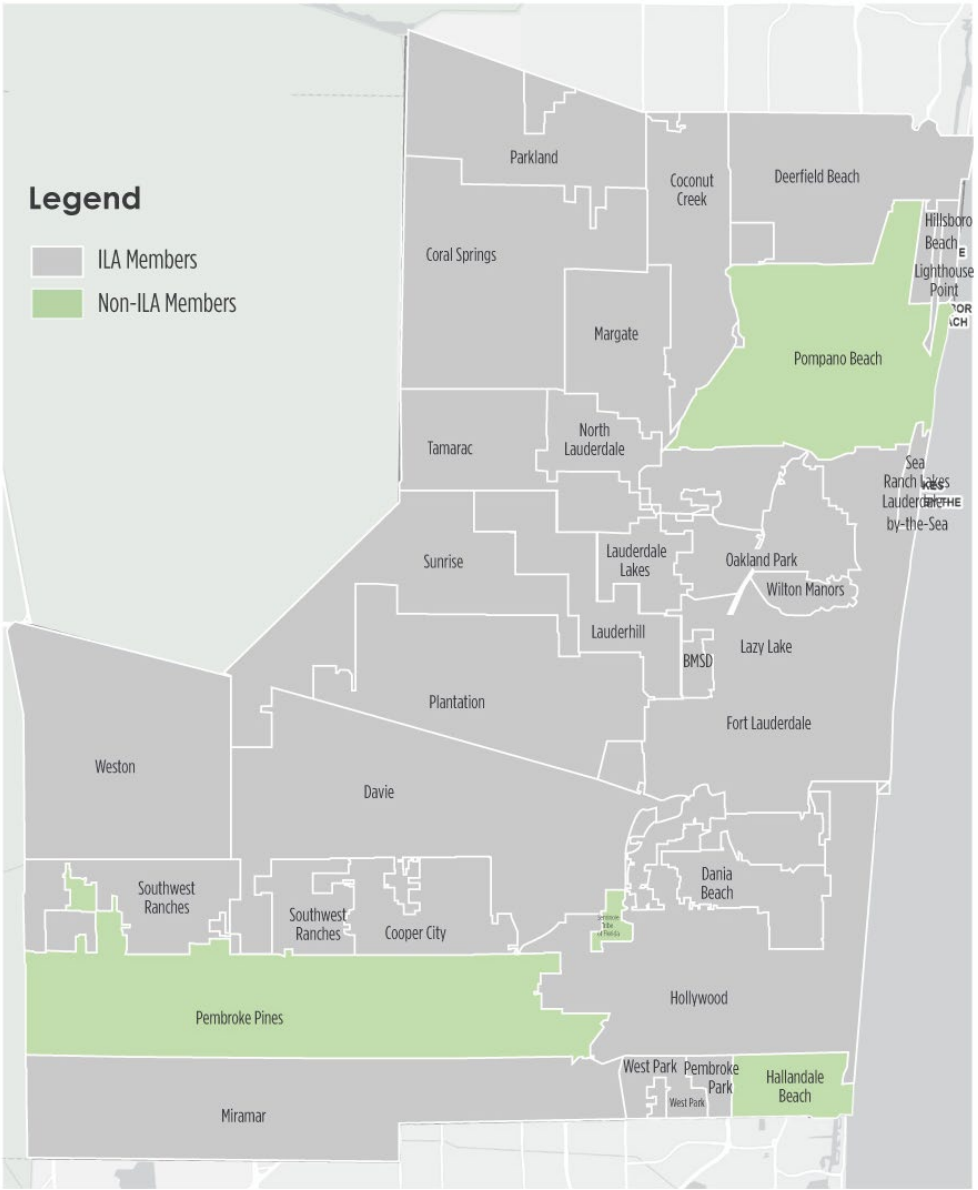
8.0 EXISTING SOLID WASTE SYSTEM

There are existing public, municipal, and private solid waste processing and disposal facilities located throughout Broward County. The subsections below provide an overview of ILA and non-ILA Members and an overview of the existing solid waste infrastructure.

8.1 ILA MEMBERS

Of the 31 municipalities in Broward County, 28 municipalities and the County executed the ILA and agreed to participate in the Authority. **Figure 4** is a map of the ILA and non-ILA Members.

Figure 4. County Map of ILA and Non-ILA Members



8.2 EXISTING FACILITIES

There are several County-owned, municipal-owned, and privately-owned solid waste processing and disposal facilities located within Broward County. The general location of each facility is noted in **Figure 5**, and **Table 1** lists each facility name, ownership, and waste stream materials accepted for processing and/or disposal.

Figure 5. Existing Solid Waste Management Facilities in Broward County

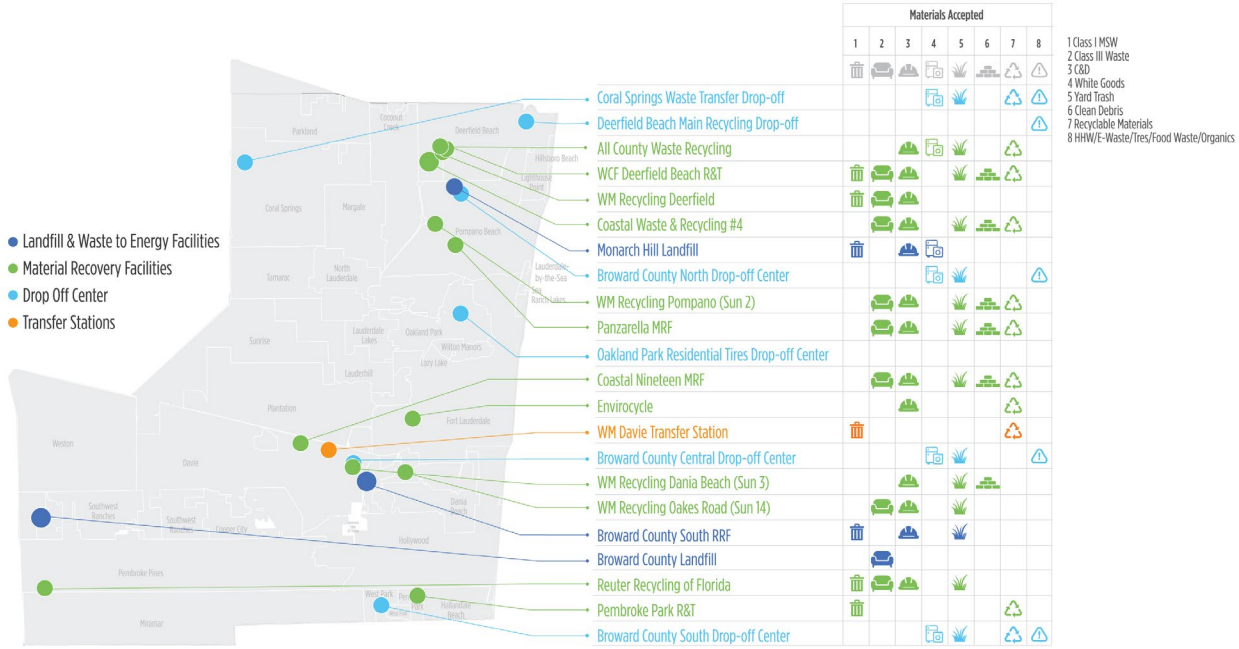


Table 1. Municipal, County, and Privately Owned and Operated Solid Waste Facilities in Broward County

Facility Type	Facility Name	Owner/Operator	Location	Materials Accepted
Landfill	Broward County Landfill	Broward County	7101 SW 205th Avenue Southwest Ranches, FL 33332	Class III
Landfill	Monarch Hill Landfill	WM	2700 Wiles Road Pompano Beach, FL 33073	MSW; C&D; White Goods
WTE	Broward County South RRF	WIN Waste Innovations	4400 South State Road 7 Fort Lauderdale, FL 33314	MSW; Yard Trash; C&D

Facility Type	Facility Name	Owner/Operator	Location	Materials Accepted
SS RMPF	Reuter Recycling of Florida (aka WM Pembroke Pines Single Stream)	WM	20701 Pembroke Road Pembroke Pines, FL 33029	Class I; Class III; C&D; Yard Trash; Recyclables
SS RMPF	Pembroke Park R&T	Waste Connections of Florida	1899 SW 31st Avenue Pembroke Park, FL 33009	Class I; Recyclables
C&D RMPF	WM Recycling Oakes Road (Sun 14)	WM	3250 SW 50th Avenue Davie, FL 33314	C&D; Class III; Yard Trash
C&D RMPF	All County Waste Recycling	All County Waste Recycling Inc	1810 SW 42nd Way Deerfield Beach, FL 33442	C&D; Yard Trash; White Goods; Recovered Materials
C&D RMPF and RMPF	WCF Deerfield Beach R&T	Waste Connections of Florida	1751 SW 43rd Terrace Deerfield Beach, FL 33442	Class I; Class III; C&D; Yard Trash; Clean Debris; Recovered Materials
C&D RMPF and RMPF	WM Recycling Deerfield	WM	1750 SW 43rd Terrace Deerfield Beach, FL 33442	Class I; Class III; C&D
C&D RMPF and RMPF	Coastal Nineteen MRF	Coastal Waste & Recycling of Florida	7061 SW 22nd Court Davie, FL 33317	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	Panzarella MRF	Panzarella MRF LLC	1601 SW 3rd Street Pompano Beach, FL 33069	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	Coastal Waste & Recycling #4	Coastal Waste & Recycling of Florida	1840 NW 33rd Street Pompano Beach, FL 33064	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	Envirocycle	Envirocycle, Inc.	849 SW 21st Terrace Fort Lauderdale, FL 33312	C&D; Recovered Materials

Facility Type	Facility Name	Owner/Operator	Location	Materials Accepted
C&D RMPF and RMPF	WM Recycling Pompano (Sun 2)	WM	2281 NW 16th Street Pompano Beach, FL 33069	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	WM Recycling Dania Beach (Sun 3)	WM	3251 SW 26th Terrace Fort Lauderdale, FL 33312	C&D; Yard Trash; Clean Debris
Transfer Station	WM Davie Transfer Station	WM	2380 College Avenue Davie, FL 33317	Class I; Recovered Materials
Recycling Drop-Off Center	Broward County North Drop-Off Center	Broward County	2780 N Powerline Road Pompano Beach, FL 33073	Yard Trash; White Goods; HHW; E-Waste; Tires
Recycling Drop-Off Center	Broward County Central Drop-Off Center	Broward County	5490 Reese Road Davie, FL 33314	Yard Trash; White Goods; HHW; E-Waste; Tires
Recycling Drop-Off Center	Broward County South Drop-Off Center	Broward County	5601 W Hallandale Beach Boulevard Pembroke Park, FL 33023	Yard Trash; White Goods; HHW; E-Waste; Tires
Recycling Drop-Off Center	Deerfield Beach Main Recycling Drop-Off	City of Deerfield Beach	401 SW 4th Street Deerfield Beach, FL 33441	Recyclables; Food Waste; Certain HHW Materials
Recycling Drop-Off Center	Coral Springs Waste Transfer Drop-Off	City of Coral Springs	12600 Wiles Road Coral Springs, FL 33076	Organics for Composting; White Goods; Recyclables; Yard Trash
Recycling Drop-Off Center	City of Plantation Recycling Drop-Off Center	City of Plantation	750 NW 91st Avenue Plantation, FL33324	Yard Trash

8.3 DATA SOURCES

Existing studies and other sources of information that served as reference material in the development of this Master Plan are detailed in the Task 2 White Paper, which is presented in **Appendix F.**

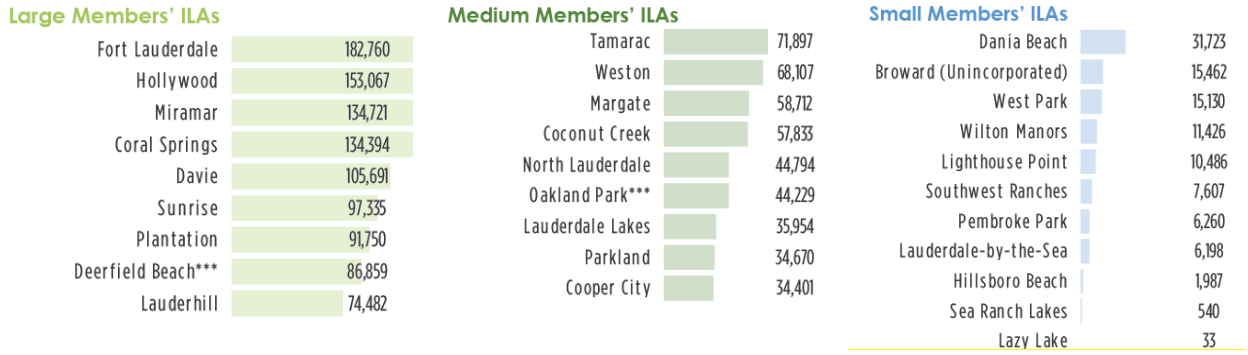
8.4 POPULATION, WASTE GENERATION, AND WASTE COMPOSITION PROJECTIONS AND ESTIMATES

As a starting point, the SCS Team used population and waste composition data to project waste generation by material type over the planning horizon along with the specific attributes of each ILA Member to develop the baseline conditions for this Master Plan; each element is summarized below.

8.4.1 Population

The generation of solid waste in a given community is determined primarily by its population. Therefore, population and growth rate projections were estimated for each ILA Member community by utilizing the most recent US Census year, 2020, referred to as the "Calibration Year". The population projections and growth rates after 2020 are based on the 2023 Broward County and Municipal Population Forecast and Allocation Model (PFAM)[10], published by the Broward County Planning and Development Management Division. Growth rates were then adjusted for each ILA Member for each year of the model from 2020 to 2045 to match (as closely as possible) the population values published in the 2023 PFAM. **Figure 6** presents the population of each ILA Member.

Figure 6. ILA Member Population



8.4.2 Waste Generation

The waste generation estimate over the planning period is based on County data provided in the Florida Department of Environmental Protection (FDEP) reports titled *2020 MSW Collected and Recycled by Generator Type By Descending Population*[11] and *2020 Total Tons of MSW Materials Collected and Recycled In Florida By Descending Population*[12]. This data includes total population (as reported by the US Census Bureau) and the total tons of single-family, multi-family, and commercial MSW collected. Waste generation closely correlates with population, and the waste generation rate for a given municipality is commonly reported in tons per capita, per year. The calculated per capita generation rate is used to estimate the total waste generated per year. The generation rate is projected using a trendline of the past five years of per capita growth, with three

[10] Broward County and Municipal Population Forecast and Allocation Model (PFAM) 2017
[11] 2020 MSW Collected and Recycled by Generator Type
[12] 2020 Municipal Solid Waste Collected & Recycled

options: 1) Low, which is the trendline rate of less 0.75%; 2) Medium, which is a continuation of the trendline rate; and 3) High, which is the trendline rate of +0.75%. The Medium per capita growth rate was used for the initial mass balance model calculations.

The waste generation rate is different for single-family residents, multi-family residents, and commercial employees and customers, so a further refinement of the population estimates for those waste fractions was needed. For this purpose, the ILA Member data in the model includes an estimate of single family and multifamily housing units in 2020 taken from the Broward County Affordable Housing Needs Assessment[13]. From this data, both the number of single- and multi-family housing units and the average number of residents per unit can be estimated, allowing for an estimate of the population of single-family and multi-family residents. Combining these refined population estimates with the FDEP MSW tonnage data, the per capita waste generation rate ratio for each housing unit type was calculated for 2020, which is the portion of the County-wide per-capita generation rate represented by residents of each housing type.

This ratio was then multiplied by the total per capita generation rate to derive the direct waste generation rate, which was recalculated as the model year (and County-wide waste generation rate) changes. The commercial waste generation rate ratio was similarly calculated from the commercial tons reported in the FDEP report titled *2020 MSW Collected and Recycled By Generator Type*[14] less the C&D tonnage reported in the FDEP report titled *2020 Total Tons of MSW Materials Collected and Recycled In Florida*[15], divided by the 2020 population estimate for Broward County from the US Census Bureau. This ratio was then multiplied by the total per capita generation rate to derive the direct waste generation rate, which was recalculated as the model year (and County-wide waste generation rate) changes. The following sections provide additional insights into the waste stream components and their application to the Master Plan.

8.4.3 Waste Composition

To estimate the waste composition for each ILA Member, the model uses the four waste fractions presented in the *Broward County 2023 Waste Characterization Study Final Report*[16], which are defined as follows:

- Source-Separated Recyclables (SSR) – this includes clean recyclables collected from curbside residential collection and multi-family and commercial recycling containers.
- Residential MSW (RMSW) – MSW from single-family residences.
- Commercial MSW (CMSW) – MSW from multifamily and commercial properties.
- Construction and Demolition Waste and White Goods (C&D/BW) – includes wastes from the construction and demolition of structures (e.g., roofing shingles, wood, concrete, drywall), as well as White Goods (e.g., furniture, mattresses).

During a waste characterization study performed as part of a separate engagement with Broward County, SCS Engineers conducted sampling and determined the materials composition of each of

[13] Broward County Affordable Housing Needs Assessment, September 2022
[14] 2020 MSW Collected and Recycled by Generator Type
[15] 2020 Municipal Solid Waste Collected & Recycled
[16] Microsoft Word - Broward County Waste Composition Study Final Report_V6

these four waste fractions. The percentages of each waste fraction were then calculated for each ILA Member, as follows:

- **SSR** - The SSR percentage depends on access to and participation in recycling. Access is determined by the availability of residential curbside recycling service and requirements for commercial recycling (which includes multi-family residential housing). Participation is estimated using an assumed set-out rate for single-family residential, multi-family residential, and commercial properties. From this data, the recycling tons for single-family residential, multi-family residential, and commercial properties were calculated, then divided by the total tons for the ILA Member municipality to result in the waste fraction percentage.

- **RMSW** – The RMSW percentage was calculated by multiplying the total single-family population by the single-family generation rate to get the residential MSW tons generated, deducting the recycling (SSR) tonnage, and then divided by the total tons for the ILA Member municipality to result in the waste fraction percentage.

- **CMSW** – The CMSW percentage was calculated by adding the multi-family MSW tons generated (product of the total multi-family population and the multi-family generation rate) and the commercial MSW tons generated (product of the total population and the commercial generation rate), then deducted the calculated recycling (SSR) tonnage for multi-family and commercial. The result was then divided by the total tons for the ILA Member municipality to derive the waste fraction percentage.

- **C&D/BW** – The C&D/BW percentage is simply the remaining waste fraction, calculated as 100% minus the sum of the three waste fractions calculated above.

The total tons calculated for each ILA Member municipality were then multiplied by the calculated waste fractions above, resulting in the total tonnage for each waste fraction. Those tons were then multiplied by the material composition percentages to derive the total tons of each material type in each waste fraction.

8.5 SOLID WASTE MASS BALANCE MODEL

To understand the solid waste processing and disposal needs of the Authority, a Solid Waste Mass Balance Model (Model) was developed based on the population and waste generation projections and the waste composition estimates described above. **Figures 7 and 8** present the estimated current tonnage of waste generated by municipality and current estimated waste flows, and **Figures 9 and 10** present projected waste generation by municipality and estimated waste flows in 2065. The Model estimated the tonnage of solid waste and recyclable materials generated within the County for ILA and non-ILA members, and passing through existing public, municipal, and private solid waste infrastructure in the County as well as out-of-County solid waste infrastructure. The estimates encompass four (4) key phases: Generation, Collection, Transfer/Routing, and Diversion/Disposal. After verifying the mass balance, the model advances year by year, incorporating growth rates and other factors to predict when receiving facilities will reach capacity and require expansion, or when re-routing of waste to alternative sites will be required.

Figure 7. Broward County Estimated Waste Generation by Municipality (2025)

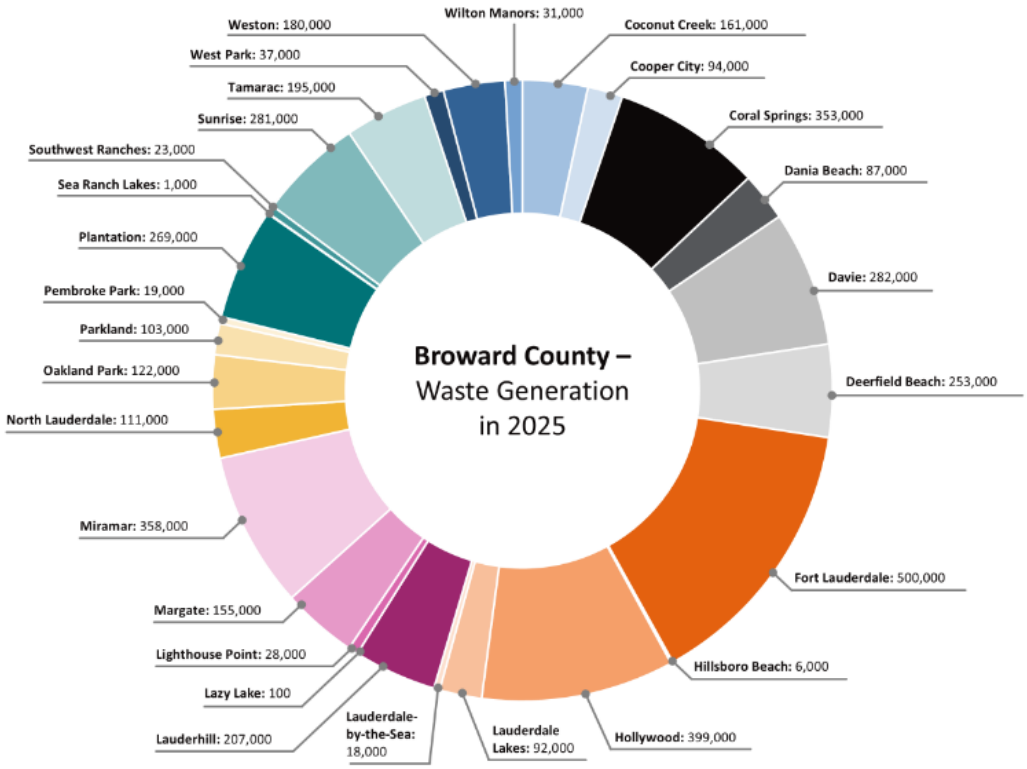


Figure 8. Broward County 2025 Estimated Tonnage of Waste Flows

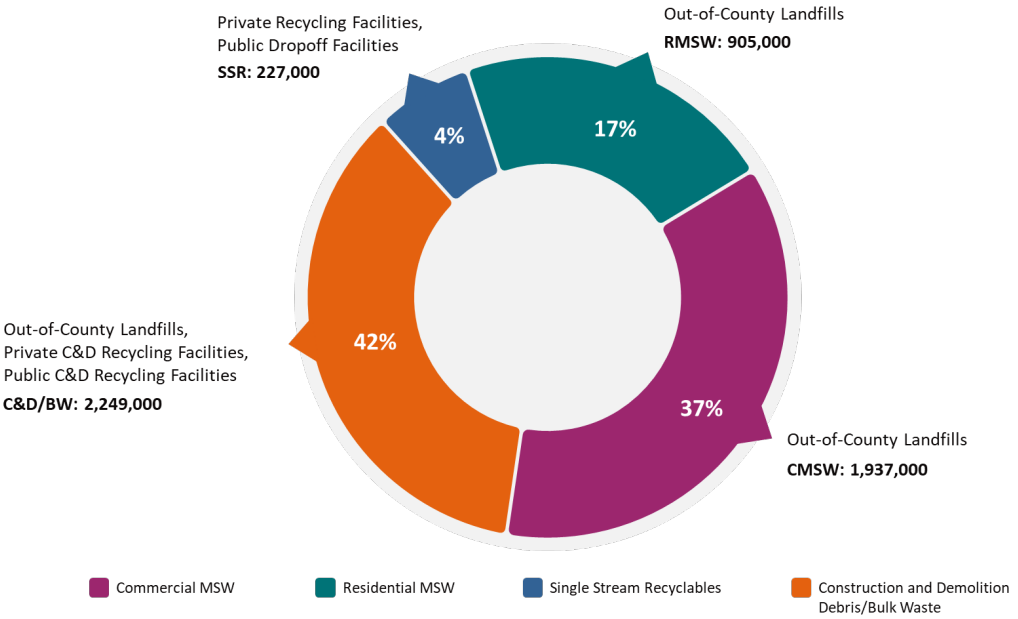


Figure 9. Broward County Estimated Waste Generation by Municipality (2065)

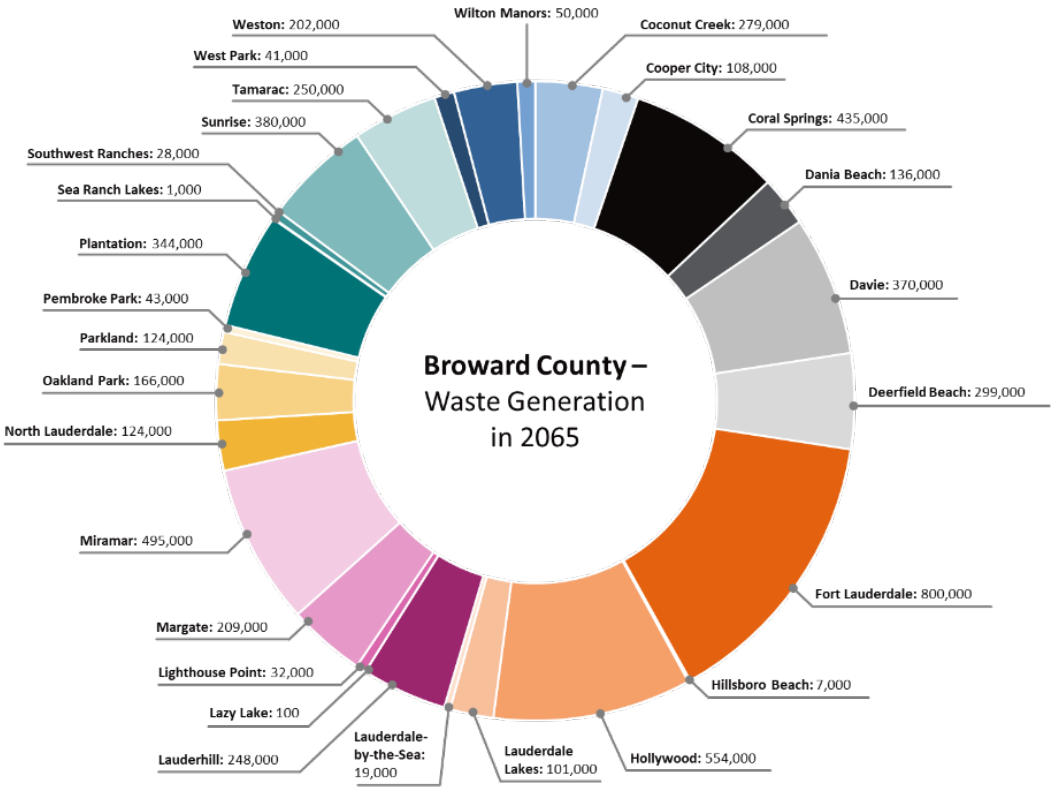
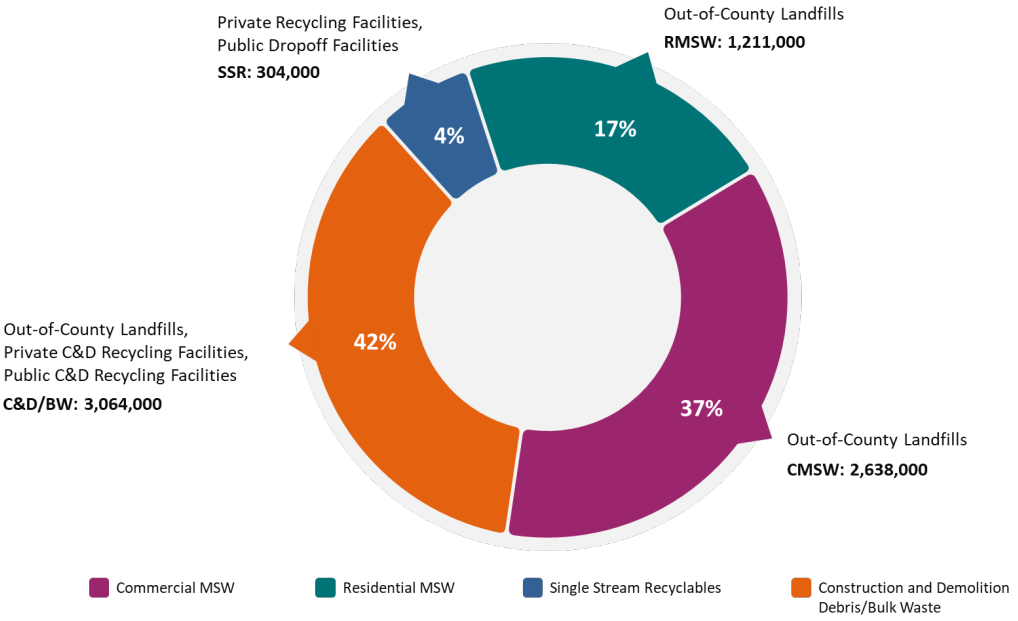


Figure 10. Broward County Estimated Waste Flows, 40-year Planning Horizon (Tons in 2065)



9.0 REGULATORY AND POLICY FRAMEWORK

The SCS Team reviewed applicable ordinances, statutes, rules, regulations, and goals at the Federal, state, and local levels related to solid waste management and recycling and prepared the Task 5 White Paper, which is presented in **Appendix G**.

One of the key challenges facing local government is *preemption*, which restricts local governments from enacting certain laws that would otherwise be allowed under Home Rule[17]. For example, Chapter 403.7033 F.A.C., restricts local governments from regulating auxiliary containers and disposable plastic bags and wrappings. However, it is important to note that government property and government sponsored events are excluded from this preemption law. Some local governments have banned some single-use plastics on their property and at their events. For example, in 2022 Broward County banned Styrofoam on government property and at County sponsored events. This creates an opportunity for local government to lead by example. In addition, a variety of legislative and programmatic options were identified during the development of this Master Plan and are presented as options to advance Zero Waste initiatives are summarized below in **Table 2**.

Table 2. Legislation and Programs Addressing Zero Waste Goals

Legislation or Program	Details	Additional Notes or Examples
Material Bans	Typical items targeted include single-use plastics, plastic straws, polystyrene foam, and plastic bags. Material Bans are impactful in reducing non-recyclable or non-compostable material from the waste stream.	Florida State Law currently prohibits local municipalities from banning certain materials, such as plastic bags, polystyrene foam, etc. Consider intensive and coordinated lobbying efforts at the State level aimed at revising the rules regarding solid waste management-related preemption.
Disposal Bans	Managed at the state level primarily, typical items targeted include cardboard, tires, electronic waste, wood and yard trash, household hazardous waste, and paints. These bans attempt to increase diversion by prohibiting disposal of items with high recycling value or which may have more sensitive environmental impacts.	Florida formerly mandated the processing of wood and yard trash materials, but this mandate was overturned in 2010.
Diversion or Zero Waste Mandates	These mandates are most easily applied to lower tier government bodies as they can be held accountable for reaching proposed goal(s) and can justify spending on the means to reach those goal(s).	

[17] http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0163/Sections/0163.410.html

Legislation or Program	Details	Additional Notes or Examples
Extended Producer Responsibility (EPR)	EPR policies put financial responsibility for a product's end-of-life on the producers rather than the ratepayers or taxpayers. Despite the complexities of designing the regulations and setting rates, these can be impactful by incentivizing manufacturers and product users.	A deposit return system (i.e., bottle bill) for beverage containers is an example of EPR, where product manufacturers must pay a system fee for the recycling of certain containers. EPR is best accomplished at the Federal or state level.
Public-Private Partnerships (PPP)	PPPs can be an impactful way to develop the infrastructure necessary to improve beneficial use of waste stream components.	
Contractor Performance Incentives	Contracts with operators can be designed so that financial incentives exist for better performance.	San Jose, California's contracts with waste haulers allow for tiered higher rates to be paid to the hauler for higher diversion rates as well as incentives to minimize contamination.
Pay-as-You-Throw (PAYT)	PAYT is a type of incentive structure that encourages waste generators to limit the amount of waste they set out.	The City of Plantation employs PAYT.
Product Certification	A concept being explored by some municipalities is adhering to a certification standard for products created by recycling or organics processors.	Examples include PAS 100, a standard used in the UK for compost, and a standard for biogas to be used as RNG in pipelines.
Government Purchasing Programs	Local governments can enact policies and legislation related to procurement practices to assist in the development of secondary markets for certain recycled materials.	If executed properly, these programs can create the demand for recycled materials, one of the most difficult recycling challenges to overcome.

10.0 FINANCIAL FRAMEWORK

The ILA was designed to streamline and enhance waste management and recycling services by fostering regional collaboration among the County and its municipalities. By unifying waste and recycling management services, the ILA enables the Authority to enhance its negotiating power to secure better contracts and terms, ultimately benefiting the municipalities economically through a more efficient, cost-effective, and sustainable waste management system. The primary goals are to reduce costs for the ILA Members through economies of scale and more efficient operations, leading to more predictable and stable waste management expenses. The ILA contemplates significant investments, either through facility development and ownership or service agreements, to achieve higher recycling rates and lower long-term disposal costs. Additionally, the Authority established by the ILA has the authority to impose special assessments to finance its operations and capital improvements, contributing to economic stability.

10.1 FLOW CONTROL OPTIONS

Flow control enables local governments to direct where solid waste and recyclables generated within their jurisdiction must be transported, processed, or disposed. The benefits of flow control include:

- Ensuring adequate and reliable waste volume to support public or designated private facilities (e.g., material recovery facilities, C&D processing facilities, WTE, landfills).
- Maintaining environmental standards, such as higher recycling or diversion rates.
- Providing fiscal stability for solid waste infrastructure, which often relies on minimum tonnage or stable tipping fees.

There are three primary mechanisms for flow control: regulatory, contractual, and economic. Regulatory flow control is accomplished by enacting an ordinance requiring that waste and recyclables generated within a jurisdiction be delivered to specified facilities. Contractual flow control is established through an interlocal agreement or franchise agreement that directs waste streams to a designated facility or facilities. Economic flow control influences waste generator behavior or collection service providers through tipping fees, rebates, or other financial instruments. Based on the analysis conducted during the development of this Master Plan, a hybrid approach is recommended to address the nuances between the residential and commercial sectors, whereby a County ordinance could outline a broad requirement to use designated facilities, while interlocal agreements or other legal mechanisms in a form determined by the Authority would define specific terms for each municipality, including put-or-pay clauses or cost-sharing formulas. The implementation could be phased in to align new ordinances or ILAs with existing contract expirations, reducing disruption to municipal budgets and operations.

10.2 BUDGETING APPROACH

Government budgeting is the process by which public authorities allocate financial resources to meet societal needs, execute policies, and achieve economic objectives. The primary purpose of government budgeting is to allocate resources efficiently to address public needs while maintaining fiscal responsibility. It involves forecasting revenues, estimating expenditures, and aligning spending priorities to deliver public services efficiently and equitably. The budget serves as a key policy document, reflecting a government's fiscal strategy and priorities for a specific period, usually a fiscal year.

The government budgeting process is typically organized into several key steps with the goal to assure consistency and cost effectiveness. The first step is planning and proposal, during which individual government agencies assess their needs and submit funding requests aligned with their goals, objectives, and broader fiscal strategies. Once the proposals are consolidated, the budget is submitted to the legislative body for approval. During this phase, the proposed budget undergoes debates and potential modifications to address concerns and priorities raised by legislators. After legislative approval, the budget moves to the implementation phase. At this stage, funds are allocated to the relevant programs and services. The final step in the process is monitoring and evaluation. This involves tracking expenditures and ensuring that funds are used efficiently to meet the intended objectives. Audits and performance evaluations are conducted to maintain accountability and to identify areas for improvement in future budgets.

Based on the analysis conducted under the Task 3 White Paper (attached as **Appendix H**), a zero-based budgeting approach is recommended as it offers a practical and transparent approach for the Authority to manage the financial complexities of building and operating new facilities. By justifying every expense and aligning spending with strategic goals, zero-based budgeting will enable the Authority to anticipate and plan for cost increases while maintaining financial sustainability. When combined with long-term forecasting and performance monitoring, zero-based budgeting can ensure that the authority remains agile and effective in delivering waste management services to meet the needs of the ILA Members.

10.3 LEVERAGING ECONOMIES OF SCALE

Economically, the ILA was designed to streamline and enhance waste management and recycling services by fostering regional collaboration among the county and its municipalities. The primary goals were to reduce costs for ILA Members through economies of scale and more efficient operations, leading to more predictable and stable waste management expenses.

10.4 LEVERAGING EXISTING INFRASTRUCTURE

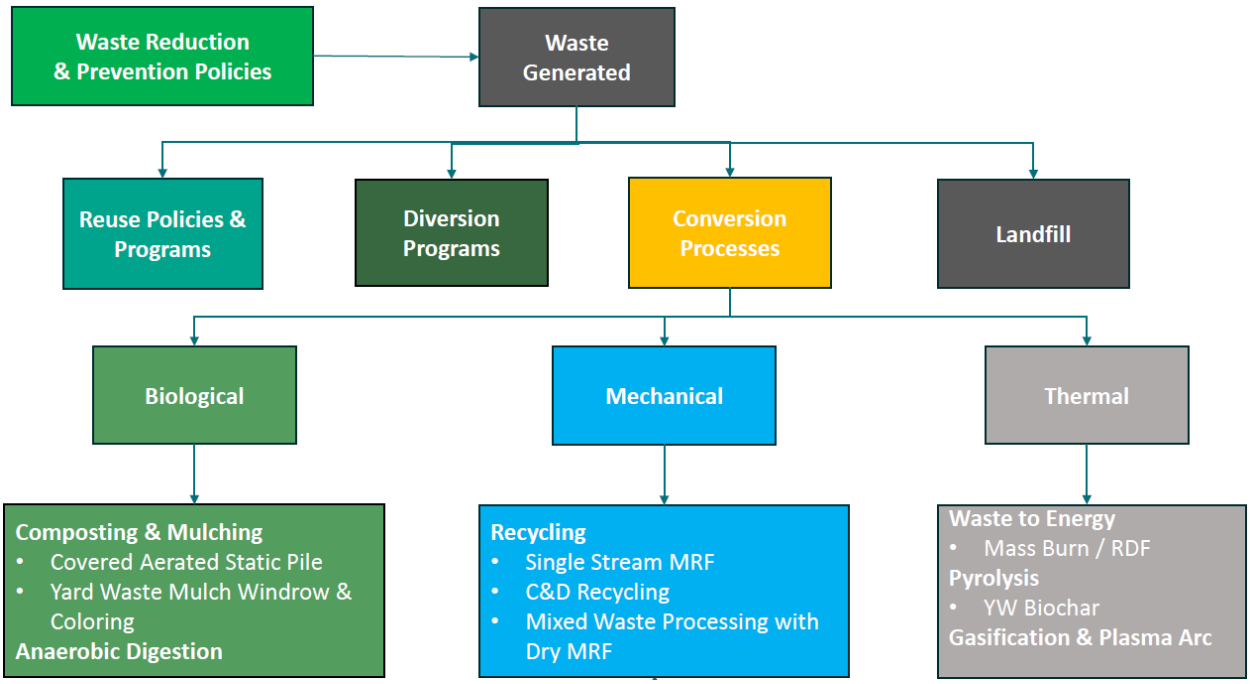
As presented in **Figure 5** above, Broward County has an extensive network of existing solid waste management infrastructure, including publicly-owned citizen drop-off sites, a private recycling facility, several private construction and demolition debris recycling facilities, private transfer stations, a private WTE facility, a County landfill, and a private landfill. This infrastructure meets some of the solid waste management needs of today and is projected to do so for the foreseeable future. However, as the System is further developed, it is critically important that the Authority be prepared to invest in new facilities and/or services to meet the solid waste management needs over the planning horizon. These needs are further discussed below.

11.0 FUTURE NEEDS ASSESSMENT

The Task 4 White Paper was prepared to identify critical information necessary to help the Authority make informed decisions about which types of facilities, policies, and programs should be prioritized in the Master Plan. The Task 4 White Paper is attached as **Appendix I** for reference. Five planning scenarios (Scenarios) were developed to offer potential pathways to meet the Authority's 75% waste diversion goal by 2045. The Scenarios are not intended to be a prescriptive to-do list, but rather to demonstrate the future scale and scope of processing infrastructure and programming needed to meet the Authority's ambitious waste diversion target. This assessment was driven by the Authority's Guiding Principles detailed in **Section 4** above.

The planning Scenarios were developed to provide a range of approaches that could meet the Authority's future needs, with each Scenario having different tradeoffs regarding ease of implementation, cost of service, and overall impact. The Scenarios were informed by a review of municipal best practices and a comprehensive assessment of all available waste processing technologies, including emerging and innovative approaches, as presented below in **Figure 11**.

Figure 11. Overview of Available Waste Approaches and Technologies Analyzed



The planning Scenarios helped determine:

- The volume and composition of waste to be managed now and in the future,
- The best way to segregate the waste stream to enable efficient recycling,
- The types and combinations of processing technologies best suited to increase recycling rates from the targeted waste streams,
- The relative size, capacity, cost, and recycling impact of different material recovery facilities that will increase recycling rates,
- The collection strategies, supporting policies, and public outreach programs needed to complement processing infrastructure to ensure a more sustainable materials management system.

11.1 WASTE GENERATION MODEL

The Scenarios were also informed by population and waste growth trends, presented in **Table 3.** These trends were determined as part of the Model that estimated the tonnage and composition of solid waste and recyclable materials expected to be generated within the County over the planning horizon. The best available data was used to consider the flow of waste through the Authority's solid waste system and out-of-County disposal facilities, encompassing four (4) key phases: generation, collection, transfer/routing, and diversion/disposal.

Table 3. Broward County Population and Waste Generation Over the 40-Year Planning Horizon

Year	2025	2030	2035	2040	2045	2065
Broward County Population Projection	2,020,000	2,090,000	2,140,000	2,190,000	2,230,000	2,402,000
Waste Tonnage Projection	5,320,000	5,690,000	6,000,000	6,260,000	6,500,000	7,200,000

The Model guided the development of the Scenarios that forecast future waste management facility needs, based on the tonnage of waste material required to be managed now and in the future. The Broward County 2023 Waste Characterization Study (attached as **Appendix J**) found that 78% of the County's residential waste stream, 76% of the commercial waste stream, and 80% of the C&D/Bulk Waste stream is recyclable, compostable, or potentially divertible.

11.2 WASTE MANAGEMENT SCENARIO PLANNING OVERVIEW

To meet the Authority's solid waste management and processing capacity requirements over the next 40 years, the Scenarios, summarized and presented in **Figure 12** below, were developed to model different combinations of waste processing technologies to project the estimated recycling rates that could be achieved, the associated development and operating costs, and the ease of implementation.

Figure 12. Scenarios Overview

	Scenario A	Scenario B	Scenario C	Scenario D	Scenario E
Projected Diversion Rate	62%	79%	83%	51%	73%
Tons Left to Send to Landfill in 2045	2,700,000	1,600,000	1,300,000	3,300,000	2,100,000
New Facilities					
Transfer Stations	3	3	3	3	3
Landfills	1	1	1	1	1
Single-Stream MRFs	2	2	2	0	2
Reuter's Recycling	1	1	1	0	1
MWPF + AD + Fiber	0	0	0	0	3
WTE	0	1	1	0	0
Anaerobic Digestion	0	0	0	3	0
DRY MRFs	0	0	0	6	0
Organics Processing Campus	2	2	2	2	2
Mulch	2	2	2	2	2
CASP Zone	0	1	10	0	10
Biochar	1	1	1	1	1
Existing Facilities					
Drop-Off Centers	8	8	8	8	8
C & D Recovery facilities	2	2	2	2	2

These Scenarios demonstrate that the pursuit of incrementally higher recycling rates leads to substantially higher costs and increased difficulty of implementation. The Scenarios were informed by a comprehensive review of existing and emerging future waste processing technologies implemented across North America and other developed nations, as detailed in the Task 9 White Paper. The Scenarios were screened to assess the relative public health and environmental impacts and the associated environmental justice implications. They also took into consideration comparable municipal solid waste systems, and unique characteristics of the County including geographic constraints, limited land availability, permitting processes at the local and state levels, and the anticipated regulatory framework for stricter segregation of waste streams at the source across residential, commercial, and industrial sectors. **Table 4** below presents the results of this screening process for each Scenario.

Table 4. Scenarios and Goals: Cost and Other Impacts

Scenario	Recycling (Cost)	Reuse (Cost)	Diversion (Cost)	Zero Waste Strategies (Cost)	Market Risks (Cost)	Environmental Impacts, Health and Safety (Cost)	Cost Efficiency
A	Low	Low	Medium	Low	Low	Medium	High
B	High	High	High	Medium	High	High	Medium
C	High	High	High	Medium	High	High	Medium
D	Medium	Medium	Medium	High	Medium	High	Low
E	High	High	High	Medium	High	High	Low

Following the development of the Scenarios and presentation to the Executive Committee, consensus was achieved and **Scenario A was selected as the most practical, cost-effective, and quickest path forward to begin building the Authority's new solid waste system** while still providing the necessary flexibility for the Authority to adapt and pursue more progressive waste diversion investments over time as the system matures and evolves. For a detailed review of each planning Scenario, including descriptions of the respective technologies, facilities, and cost estimates, refer to the Task 4 White Paper.

Scenario A includes the first critical steps needed for the Authority to be successful — restoring and expanding single-stream recycling access, improving waste diversion opportunities through the harmonization of services and separation of material streams, targeting single-stream recycling and yard trash programs that are easiest to implement while yielding the largest recycling gains, investing in supporting infrastructure and complimentary public education, and ensuring long-term disposal security. While Scenario A calls for the development of several facilities, as noted above in Figure 12, in the short term, the Authority has made the policy decision to leverage the use of existing infrastructure and phase in new infrastructure investments over time, as the needs of the Authority evolve.

Broward County's distinctive characteristics limit the potential for solid waste diversion during the first few years of the planning horizon, necessitating a practical and phased approach to planning. Additionally, the integration of open market collection systems within the Authority presents challenges to full participation. It is therefore important to acknowledge that (1) all planning Scenarios identified the need for continued use of the South Broward RRF for waste volume reduction; and (2) that additional landfill capacity will be necessary over the planning horizon to manage residual materials, provide added resilience from future debris generating disaster events, and ensure operational stability. Due to the volume of waste projected to be generated in the future, the limited siting opportunities within Broward County, and the growing disposal needs of adjacent counties, the Task 4 White Paper noted that it is imperative for the Authority to actively procure additional disposal capacity within or outside the County as a critical part of its long-term resiliency strategy.

11.3 FACILITY SITING

While Scenario A and maximizing use of existing infrastructure within Broward County is the preferred starting point, consideration was also given to siting new facilities. A preliminary desktop facility siting analysis was conducted for the potential development of the facilities identified in all Scenarios featured in the Task 6 White Paper. Exclusionary screening criteria were developed for each facility type, including minimum site acreage, setback from residential zoning, access to major roadways, and ownership by a municipal government entity. **Table 5** summarizes the criteria used to assess the feasibility of potential sites and denotes facilities specifically recommended by Scenario A. Each of the potential sites must undergo a detailed siting analysis that considers geotechnical subsurface conditions, environmental permitting, design analysis, constructability, etc. While the available public land and the identified existing sites have limitations, the Authority should remain engaged and aware of potential opportunities to acquire land in the future.

Table 5. Siting Criteria Summary

Technology	Capacity Needed Per Facility (TPY)[1]	Minimum Site Area for Individual Facilities (Ac)[2]	Offset from Residential Zoning (mile(s))	Parcel Ownership	Zoning	Transportation – Travel Time to Major Road	Proximity to Airport	Number of Facilities Required by Scenario A
SS RMPF	250,000	20	0.25	Must be County or municipally owned	Vacant, Industrial, Commercial, and Agricultural	Exclude properties more than five miles from a Collector or Arterial Road	N/A	2
Mulch Facility	175,500	10	0.25					2
Biochar	30,000	2	0.5					1
Organics Processing Campus	380,000	10	1.0					2
Aerobic Digester	160,000	7	0.25					N/A
C&D RMPF	450,000	15	0.5					2
Dry MRF	160,000	15	0.25					N/A
MWP (Fiber Extraction, AD & MRF)	330,000	30	0.5					N/A
Public Drop-Off Recycling Center	12,000	0.5	NA					8
Transfer Station	1,240,000	15	0.25					3
WTE[3]	1,000,000	30	0.5				>4 miles	N/A
Landfill	3,400,000	640	1.0				>4 miles	1

1. The modeled functional capacities from the Task 4 White Paper for each type of solid waste facility were estimated based on the requirements to meet the Authority's 2045 diversion goals, based upon modeled waste volumes anticipated.
2. Minimum site acreage shown is for the minimum functional facility footprint that could accommodate the capacity required to meet long-term Authority objectives and does not include appurtenant scales, access and egress roads, local zoning requirements, setbacks, vegetation, fencing, stormwater, etc., which would be determined during a fatal flaw analysis.
3. Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used; however, it does not contemplate a new WTE facility.

11.3.1 Identification of Sites – Exclusionary Criteria

To identify the availability of potential sites for the development of future solid waste, recycling, and diversion facilities within the County, a desktop evaluation utilizing Geographic Information Systems (GIS) was conducted, which applied the exclusionary criteria detailed in the Task 6 White Paper (see **Appendix K**). Only County and municipally owned parcels were considered for this exercise.

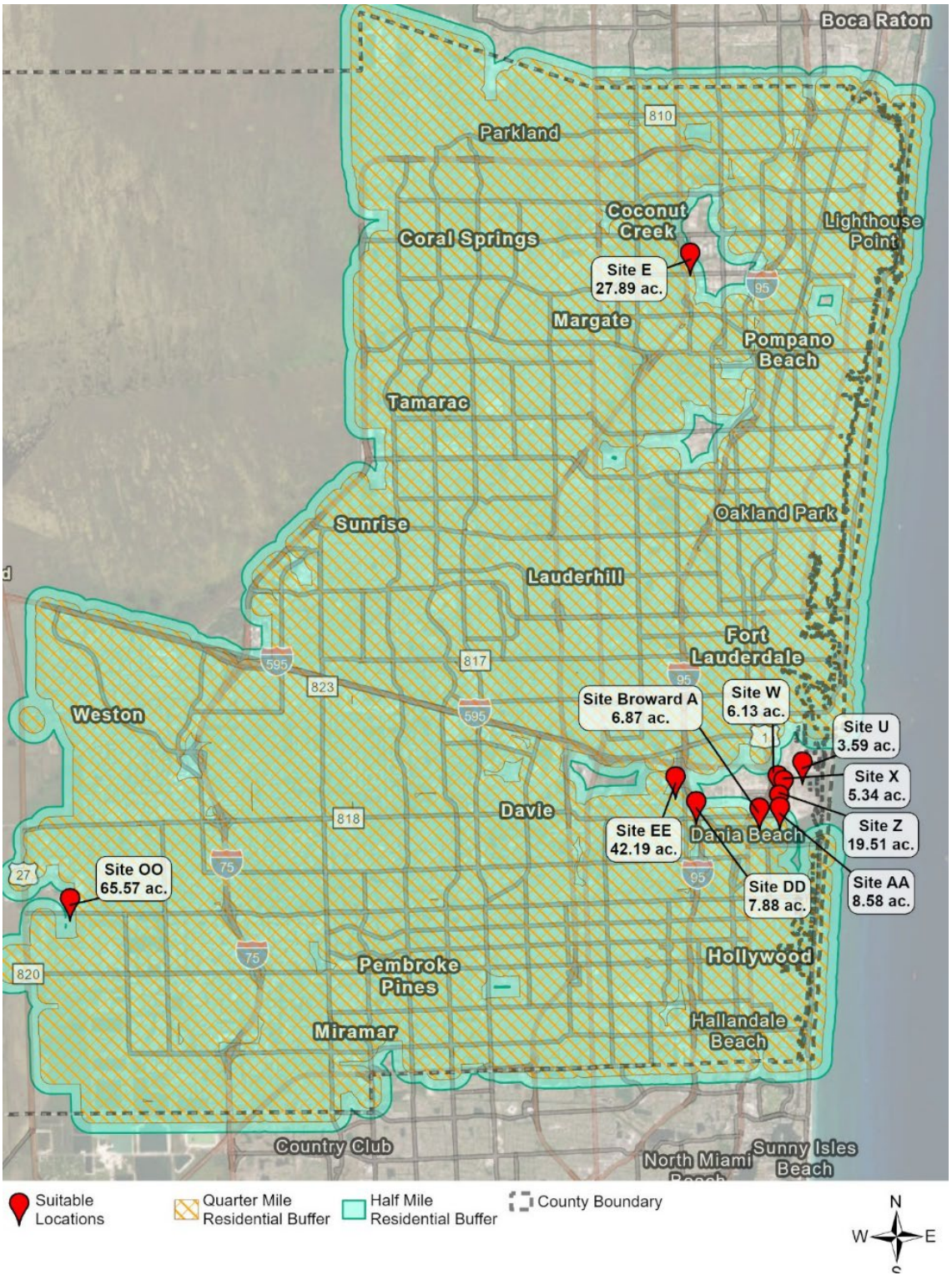
The desktop GIS analysis identified 132 individual County or municipally owned parcels. Broward County provided a listing of 80 additional parcels for consideration, of which 32 were included in the original evaluation. These parcels were grouped into 49 potential sites, which were each assigned a letter site identifier. Once the GIS data and siting criteria associated with each proposed facility type were considered and evaluated for each of the 49 potential sites, many were excluded from further evaluation. Ultimately nine (9) potential sites were identified that could potentially accommodate development of a SS RMPF, Scenario A - Organics Processing Campus (Mulch Facility and Biochar Pyrolysis), Mulch Facility, C&D RMPF, Public Drop-Off Recycling Center, and Transfer Station. Due to the residential zoning offset and minimum site acreage requirement, County or municipally-owned sites were not identified for the development of a WTE Facility or Landfill. However, it should be noted that on July 18, 2025, the Executive Committee made the policy decision that any future WTE Facility would be considered only if it were co-located in close proximity to the South Broward RRF. The South Broward RRF site did not meet the original exclusionary criteria, as it is less than one mile from residential communities.

Table 6 summarizes the acreage of each of the nine sites and notes the Scenario A facility type(s) that could be developed at each site. The sites are also shown on **Figure 13** below.

Table 6. Summary of Potential Sites

Site Identifier	Ownership	Location	Site Size (Acreage)	Scenario A Facility Types
AA	Unincorporated Broward County	East of Ft. Lauderdale International Airport, South of I-595	8.58	Public Drop-Off Recycling Center
DD	Unincorporated Broward County	West of Ft. Lauderdale International Airport, South of I-595	7.88	Public Drop-Off Recycling Center
E (Includes the Alpha 250 Parcel)	City of Pompano Beach	East of the FL Turnpike, South of Sample Road	27.89	SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station
EE	Unincorporated Broward County	West of I-95, South of I-595	42.19	SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station
W	Unincorporated Broward County	East of Ft. Lauderdale International Airport, East of NW 7th Ave	6.13	Public Drop-Off Recycling Center
OO	Unincorporated Broward County	East of I-75, North of Sheridan Street	65.57	SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station
U	City of Hollywood	Southwest of Port Everglades, South of Eller Dr.	3.59	Public Drop-Off Recycling Center
Z	Unincorporated Broward County	East of Ft. Lauderdale International Airport, East of NW 7th Ave	19.51	SS RMPF, Mulch Facility, Organics Processing Campus – Scenario A (Much and Biochar Pyrolysis Facilities), C&D RMPF. Public Drop-Off Recycling Center, Transfer Station
Broward A	Unincorporated Broward County	South of Ft. Lauderdale International Airport, North of NE 10th St	6.87	Public Drop-Off Recycling Center

Figure 13. Location of County and Municipally Owned Sites within Broward County that Meet Screening Criteria



When planning for the development of future Authority-owned facilities, consideration should be given to the ability to activate the infrastructure to also serve as an educational resource to further enhance public awareness and support for the role the facility plays in the community. Such facilities should also promote environmental stewardship through thoughtful design of the built environment. An exploration of such an approach is addressed in the Task 10 White Paper (attached as **Appendix L**). One positive way to engage the community is through passive learning centers. Living laboratories, interactive exhibits, wetlands, and trails are all examples of learning centers that have been successfully incorporated into waste management facilities, fostering environmental awareness and promoting sustainability. The pursuit of LEED certification or similar green building certifications can help ensure optimal energy and water efficiency within the facility operation and highlight the use of waste reduction principles and recycled content within the construction process. Educational signage and public tours of the facilities can provide impactful learning opportunities for students and community groups. For example, both Pinellas County and the Solid Waste Authority of Palm Beach County have robust public outreach programs that provide facility tours. Ensuring adequate buffers and protection of natural areas also helps to minimize disruption to adjacent properties.

11.3.2 Alpha 250 Site

In addition to evaluating other County or municipal owned sites, the Alpha 250 Site was evaluated to determine if any of the solid waste processing facilities identified in the Scenarios could be developed at this location. There are three limiting factors affecting the facility type and size that could be developed at the Alpha 250 Site, including the residential setback from zoning, a Plat Amendment that limits industrial facility development to 342,000 square feet (sf) or approximately 7.85 acres, and the types of facilities included in the City of Pompano Beach Zoning Waste Related Uses listing.

The Plat Amendment allows for additional industrial density square footage, not to exceed 20% of the permitted industrial density, and is dependent on the actual industrial density square footage developed at parcels subject to the Plat Amendment. However, this can only be determined through a formal Zoning Letter request, which would be conducted should the Authority pursue a more detailed siting analysis for the Alpha 250 Site. Therefore, the evaluation of the North Alpha 250 Site is based on the currently known 342,000 sf industrial density limitation.

The Alpha 250 Site is located within the City of Pompano Beach and falls within the City's zoning jurisdiction. The Alpha 250 Site is zoned General Industrial Planned Industrial Overlay (I-1/PCI). Approved uses for this designation are defined in Appendix A to the Overlay: Consolidated Use Table of the City of Pompano Beach's Zoning Code. Waste-related uses are allowed in areas designated General Industrial as a special exception and require approval from the City of Pompano Beach Zoning Board of Appeals (ZBA). The following Scenario A facility types are allowed at the Alpha 250 Site (with special exceptions): Mulch Facility, C&D RMPF, and Transfer Station. The City of Pompano Beach Consolidated Use Table does not include a description of RMPF or Public Drop Off Recycling Centers in its listing of Waste Related Uses. If the Authority would like the City of Pompano Beach to consider development of these types of waste processing facilities, discussions with the ZBA should be held. Thus, the Authority would be unable to utilize Alpha 250 for these types of waste processing facilities due to the site constraints and absent approvals from the City of Pompano Beach.

Figure 14. North Alpha 250 Setback and Buildable Area

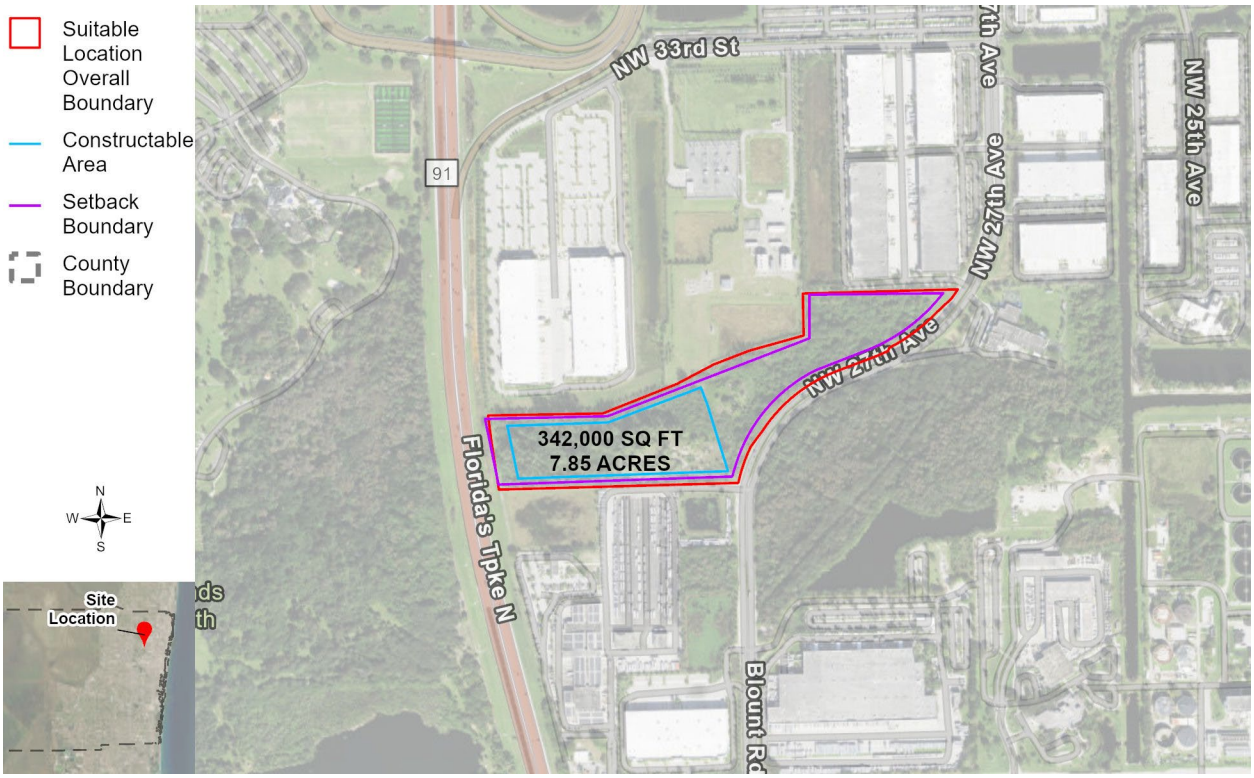


Table 7 summarizes the Scenario A facility types, capacity, and corresponding minimum acreage requirements defined in the Task 4 White Paper and compares available acreage for development, waste-related uses allowed by the City of Pompano Beach, and the minimum setback to residential zoning. This comparison determined that none of the facilities identified in Scenario A could be constructed at the Alpha 250 Site based on the facility capacity noted, minimum acreage requirements, and zoning concurrence.

Table 7. North Alpha 250 Scenario A Suitable Facilities

Facility Type	Capacity	Minimum Acreage Required Based on Capacity	Available Acreage of Alpha 250 North	City of Pompano Beach Zoning Compliant	Minimum Setback to Residential Zoning	North Alpha 250 Ability to Accommodate Proposed Facilities
SS RMPF	250,000	20	7.85	No	0.25 miles	No[1]
Mulch Facility	175,000	10	7.85	Yes	0.25 miles	No
C&D RMPF	450,000	15	7.85	Yes	0.50 miles	No
Organics Processing Campus – Scenario A (Co-Located	380,000	18	7.85	No	0.5 miles	No

Facility Type	Capacity	Minimum Acreage Required Based on Capacity	Available Acreage of Alpha 250 North	City of Pompano Beach Zoning Compliant	Minimum Setback to Residential Zoning	North Alpha 250 Ability to Accommodate Proposed Facilities
Much and Biochar Pyrolysis Facilities)						
Public Drop-Off Recycling Center	12,000	0.5	7.85	No	Not Applicable	No[1]
Transfer Station	1,240,000	15	7.85	Yes	0.25 miles	No
Landfill	3,400,000	640	7.85	No	1-mile	No

1. Discussions required with City of Pompano Beach Planning and Zoning to confirm if it would consider a special exception or an amendment to Appendix A: Consolidated Use Table of its Zoning Code to include the definition associated with a RMPF and Public Drop Off Recycling Center in its list of allowed waste-related uses.

12.0 INNOVATIVE FUTURE TECHNOLOGIES

Broward County and the Authority face increasing waste generation, shifting consumption patterns, staffing considerations, land scarcity, decreasing long-term cost-effective disposal capacity, concerns about GHG emissions from the solid waste system, and intensifying environmental challenges as a result of rapid urbanization. These co-enforcing trends necessitate the need for innovative solutions that increase diversion, enhance efficiency, reduce costs, decrease emissions, and foster environmental stewardship. To help provide solutions to these common urban growth issues, a dizzying array of quickly evolving, cutting-edge technologies is transforming the solid waste management landscape. On multiple fronts, vetting and implementation of these systems should begin in the short term and continue over the planning horizon for increasing recovery rates, optimizing costs, streamlining operations, reducing dangerous and repetitive jobs, and lowering environmental impacts.

To be effective, the Authority must prioritize a more automated and connected management system to commence immediately as a top priority. Led by AI, industrial and public processes are undergoing a revolution as significant as the preceding industrial and digital/computer revolutions of the last two centuries. For instance, the benefits of availing AI technologies as a top priority will provide vast opportunities for the productive and cost-effective development of services and assets and offer a platform for increased engagement with residents. Table 11 in Section 15 – Recommendations outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

12.1 TECHNOLOGY PLANNING FRAMEWORK

The Authority should use the following criteria as a technology planning framework to procure technologies that:

- Are low risk and proven to lead to high diversion rates; for instance, best practices for waste reduction and reuse.
- Are practical, competitive, and cost effective, and can be tailored to the Authority's unique geographic and demographic profile, including its coastal location and interconnectivity with neighboring counties.
- Implement continuous improvement – a preference for data-driven accountable metrics that automate repetitive, duplicative, and mistake-prone tasks.
- Provide long-term and sustainable processing, monitoring, communicating, and safety enhancing methods which prioritize and promote operational efficiency and environmental stewardship.

For waste system elements that may be managed by the Authority and ILA Members, most, if not all, key processes (e.g., collection, processing and disposal, procurement capabilities, compliance) could benefit from new technologies and would help drive and optimize Authority business processes. Examples include:

- Providing updated, real-time waste compositions on a continuous basis, either by collection container monitors or through AI recognition technology during processing.

- Integrating smart phone, solid waste customer platforms that are compatible with all other key parts of the management system, including collection schedules, special events, storm response, contamination monitoring, service disruption and missed pickup coordination, service provider communications, etc. These same platforms can also provide interactive billing capabilities and automated customer service functions, with features such as additional service ordering, accident reporting, up charging for exceeding service boundaries, personalized customer education, and feedback on recycling participation and performance.

- Using autonomous and safe vehicles which are appropriate now for some segments of solid waste collection and disposal system, such as 'Wall-E'- type beach and park litter robot patrols and small institutional trash container collection systems (hospitals, campuses, hotels). These systems can also utilize smart bin technology that senses when a container is full and sends the automated collection vehicle to service it. In addition, use of autonomous vehicles in management of sites where waste is processed or disposed in such applications as water sprinkler trucks, windrow turners, security-monitoring vehicles, and landfill compactors, is being field tested and deployed today.

- Monitoring autonomous collection systems which are now in public road testing worldwide and are being developed to service larger segments of solid waste customers in the future (both residential and commercial). Considering the exploding market for autonomous cab and jitney services in large U.S. cities and given driver shortages and system disruptions from other human factors, autonomous vehicles are likely to be implemented more widely in the short term, provided they are as safe, or safer, than human drivers. Implementation will occur first in applications such as transfer station transfer long hauling; second in lower traffic commercial pick-up systems during off hours; and finally in regular residential collection systems.

- Real time monitoring and due diligence for the ILA Member solid waste collection service systems (GPS, stops recorded with date and time stamp, current position, weight-recording alternatives, daily tonnage accumulators at each processing and disposal location, etc.).

- Automated remote scale systems with time monitoring and management to avoid queues and costly manual mistakes.

The opportunities above are examples of the evolving array of technologies Authority members should consider implementing (see the Task 9 White Paper attached as **Appendix M** for more detail). Given the overwhelming number of choices, the Authority should organize to meet its planning framework in the short term. A managed approach will allow quick control and reduce reactive decisions in procuring new technology. It also will allow precise measurement and accountability and pave the way for performance improvement through metrics, leading to improved total costs and a more predictive return on investment. From this foundation, stakeholders will gain actionable options for solid waste collection, processing, recovery, and disposal which have measurable standards and outcomes, and can be geared toward the highest recovery.

The Authority should use the Planning Framework to achieve the best outcomes in the long term. For instance, solid waste system autonomous processes have become readily available in the last decade that are a major trend in the environmental industry. They can significantly reduce costs and

are being implemented rapidly through the supply chain. They are fueled by the new capabilities of AI, blockchain technologies, the Internet of Things, and Web 3.0. architecture. There are also newer, abundant, and very attractive tools and complementary technologies and processes that will be available in three to five years or less. They are also driven by these same developments and will require the new connectivity to be effective and should be complementary to its implementation. Table 11 in Section 15 – Recommendations outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

12.2 HIGH DIVERSION AND EFFICIENT WASTE MANAGEMENT TECHNOLOGIES

Initially, the Authority will likely remain reliant on the existing infrastructure, while also allowing waste to be transported out-of-County by private service providers to private disposal options. However, there is an appropriate near-term option that relates to managing yard trash and eventually food waste and presents an opportunity to increase diversion rates. Processing can be accomplished initially via mulching/composting with a relatively low investment level, with the processing approach enhanced in the future as required to meet the needs of the Authority. To meet the 75% state diversion goal, a top priority for the Authority should be to isolate, capture, and process streams of organic material that ILA Members are now collecting as part of the solid waste stream and may collect separately in the future. Focusing on organics is the fastest way to increase diversion and has shown the greatest promise among new technologies. In addition, organics technologies are scaling throughout the U.S. and achieving operational resilience.

As a preliminary action, the Authority is encouraged to conduct a yard trash end market assessment and develop an appropriate action plan to create viable end markets for yard trash or develop a procurement approach that would require a contracted vendor to identify secure end markets for processed yard trash. It should be noted that the Broward County Landfill currently has limited need for use of yard trash as alternative daily cover and reports that it currently has excess cover materials. Table 11 outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

Though not recommended initially due to the risk and cost, the Authority should continue monitoring advanced high volume waste technologies such as those presented in the Task 9 White Paper.

13.0 EDUCATION AND OUTREACH PROGRAM

As previously described above and detailed in the Task 8 White Paper (attached as **Appendix N**), behavior change is foundational to meeting the Authority's waste reduction and recycling goals. For diversion efforts to succeed, the public must take ownership of waste generation and be empowered to reduce waste and recycle more. Community members and visitors need access to the waste reduction and recycling services identified in this Plan, knowledge about how to reduce their waste and recycle correctly, and engagement to help them make informed and accurate disposal decisions about an ever-changing array of waste materials they generate as they live, work, and play across Broward County. As packaging design, recycling innovations, and materials management programs continue to evolve at a faster pace, the Authority needs a robust communications and outreach infrastructure to complement the collections and processing systems. This will help bridge the gap, encourage people to adapt to ongoing changes, and make learning about recycling more accessible, engaging, and rewarding.

Without consistent information, feedback on recycling habits, or a clear resource for answers, people often question the legitimacy of recycling programs and/or create their own recycling methods. For example, the Authority's residential recycling survey conducted in 2025, found that only 43% of respondents trust that recyclable items placed in their recycling carts actually get recycled. Without accurate, timely information, people's recycling assumptions are often based on misconceptions or outdated knowledge, leading to decreased participation and unintentional mistakes. This contributes to contamination of as much as 25% of collected recyclables, which can no longer be processed, as reported by USEPA. This highlights the need for the Authority to invest in developing a communications and outreach program to cut through confusion and become the "trusted voice" to deliver accurate and timely communications to drive desired behavior.

Participation, contamination, and material yield metrics for recycling programs can be improved significantly by investing in the following education and outreach initiatives:

- **Uniformity Across Programs:** Establishing consistency in program design and operations.
- **Targeted Educational Messaging:** Utilizing Community-Based Social Marketing (CBSM) techniques to reach and influence diverse populations effectively.
- **Enhanced Compliance Measures/Enforcement:** Strengthening policies to reduce contamination and ensure compliance.

Ensuring uniformity across programs will be one of the largest contributors to success as it provides the access needed to enable participation. The Master Plan recommends that the Authority retain and expand its current single stream recycling program due to the significant direct cost savings compared to a dual stream system and other related net savings identified in the Task 4 White Paper. Aligning recycling services across ILA Members should also provide for a conforming list of targeted curbside recyclables which is essential to communicating the list of acceptable items, thus reducing contamination and maximizing material recovery. The Master Plan also recommends requiring weekly curbside collection of source separated yard trash to enable targeting the material for beneficial uses. Both core weekly curbside collection services are the two largest materials streams in which residents can actively participate in order to increase recycling rates. In addition to these two critical focus areas, **Table 11** outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame. The Task 8 White Paper also provides more detail and relevant case studies.

14.0 CHALLENGES AND OPPORTUNITIES

Tasks 4 through 9 explored and provided a physical roadmap for diversion. However, for success in implementing some or all of the processing and disposal functions of Scenario A, the Authority will first be required to build a lasting foundation before it invests its own capital and resources to meet the 75% recycling goal. There are lessons from existing municipal solid waste systems with higher recovery in North America (from places as diverse as Florida's Lee and Palm Beach Counties; the province of British Columbia, Canada; Hennepin County, MN; California's high regulatory environment; Phoenix, AZ; and several New Jersey, New York, and Texas municipalities) that began to build greater diversion over decades-long periods through phased foundational steps. These steps then allowed later development of the physical assets, whether public or private, required to meet the volume demand. Successful high diversion communities further recognized the practical tradeoffs that must be made in order to increase local waste authority fidelity and span of control so they could make necessary changes while keeping diverse stakeholders engaged and supportive. This included immediate steps towards solving ever-present potential conflicts and the tradeoffs they represent, with solutions acceptable for stakeholders in their diverse communities. Among the most important of these are:

- Where (land availability, feasibility, community acceptance) and when (cost, volume, competition) to build new solid waste facilities.

- What kind of collection systems must be phased in over the long term to obtain a cost-optimized scale to achieve the highest rates of recovery, whether or not the Authority actually operates those collection systems; and how to implement a phased homogenization of solid waste-segmented materials streams to provide the key Authority leverage point of large volumes for lower costs that members want.

- Immediately begin defining and implementing general policies, contractual agreements with Authority members, collaboration agreements with non-members for regional scale, and supporting local member statutes that will be needed.

- How to plan, procure, and execute an effective communications strategy utilizing a shared high-technology platform, from customer apps to real time system operations, in order to assure widespread and necessary access across the supply chain for common Authority-wide messages; for instance, coordination of material stream composition requirements, anti-contamination programs, special collection programs, and storm response. This also allows the underpinnings of the Authority's mission to be shared through continuing updates on progress towards common goals, metrics, performance, changes in schedule, responses to storms, and general management.

- How to, over time, move towards material stream, collection system, diversion, disposal and other service harmonization whenever possible for economies of scale.

In addition, based on the 2023 FDEP Solid Waste Management Report, the County had a 39% recycling rate for C&D. Based on the opportunity to manage this waste stream component better, the SCS Team evaluated options to manage C&D. These are presented in the Task 17 Construction & Demolition Debris Management Options White Paper attached as **Appendix O**.

15.0 SCENARIO A PLAN

15.1 EXPECTED OUTCOMES

Scenario A envisions strengthening the Authority's status quo by implementing thoughtful incremental improvements that can be managed by the Authority more easily as it works to build its institutional abilities while also minimizing disruption to the existing solid waste services provided by the ILA cities. It outlines waste processing approaches that can be executed more quickly to deliver the biggest impact for the least cost, and it will form the cornerstone of the Authority's future waste processing needs while providing flexibility to allow more aggressive policies and infrastructure investments in the future as the Authority matures. Complimentary ordinances, policies, and outreach initiatives will be necessary to require waste segregation that will enable the Authority to direct material to appropriate facilities. In addition (and depending on the procurement approach employed by the Authority to develop new processing facilities), further consideration of local, state, and Federal legislation and local land use must be considered. **Table 8** presents the waste tonnage needing to be managed in 2045 and the projected diversion impact from Scenario A.

Table 8. Scenario A Recovery Tonnages Summary – Estimated Outcome in 2045

Scenario A	Estimated Outcome in 2045
Incoming Tons to New Recovery Facilities	3,800,000
Recovered Tons	3,300,000
Residue Tons	500,000
Traditional Recycling %	54%
Adjusted Recycling % with WTE and Landfill Credits	62%
GHG Benefit (MTCO2e)	1,500,000

Achieving Scenario A outcomes depends on five critical assumptions: (1) enhancing curbside diversion services to all single family residences (i.e., single stream recycling and clean yard trash collection) by all ILA Members; (2) achieving a high capture rate of recyclables from all non-participating waste stream generators (i.e., multi-family, commercial/industrial, away from home generation); (3) effective integration of private service providers to help achieve the goals of this Plan; (4) available funds to build, operate and maintain the extensive network of forecasted facilities; and (5) continued growth in population and waste generation over the planning horizon. Scenario A outcomes also depend on technological trends and outcomes which may change priorities, potentially at a rapid pace. Due to these challenges and constraints, Scenario A should be adopted and vocalized by Authority leaders as a best-case scenario with challenges to overcome.

15.2 FACILITIES OVERVIEW

Scenario A identified material recovery and waste processing facilities that utilize proven technologies to increase recycling rates, and which can be considered for future development by the Authority. It should be noted that Scenario A does not advocate for each facility to be developed, but rather identifies the scale and scope of processing facilities that would be needed to manage future waste volumes in 2045 in order to reach the 75% recycling goal. Before investing in developing Authority owned facilities, the initial focus should be on maximizing use of existing infrastructure for the most cost effective and quickest impact. Only when the use of existing infrastructure is not

available or impractical due to excessive hauling distances, or pricing is uncompetitive should the Authority then explore developing Authority owned facilities. It should be further noted that the Master Plan does not advocate for a new WTE facility, rather it contemplates using the existing facility. While not considered in the analysis, it should be noted that the existing facility may have the potential to install an additional combustion unit, which would increase processing capacity for the benefit of the Authority.

Scenario A provides the best estimate for what a future solid waste management system may look like. The actual tons of waste will be impacted by population growth, commercial development, private sector waste processing infrastructure, development of new facilities, the maintenance of existing facilities, or the lack thereof, and the degree of success in influencing behavior changes over the planning horizon, in addition to a myriad of other factors, including the trend towards greater implementation of extended producer responsibility frameworks, the continued evolution of packaging design, and the pending impact of transformational technology in the form of AI, etc. Twenty years is a long time, and each decision along the way will need to be based on the then-current realities of the solid waste system and local market conditions.

Table 9 presents the recommended program components and facilities envisioned by Scenario A.

Table 9. Overview of Scenario A

Scenario	Programs	Additional Facility Needs and Capacity of Each Facility - Tons Per Year (TPY)	Target Diversion Rate Increase
A	• Restore Recycling Services to 20% of Broward County • Add segregated Curbside Yard Trash (YT) Collection • Add Food Waste (FW) Drop-Off Events • Add Permanent Household Hazardous Waste (HHW)/ Electronics/Recycling Drop-Off Sites • Add reduction, reuse, and diversion programs and policies.	• Two (2) Single- Stream Material Recovery Facilities (250,000 TPY each) • Two (2) New Organics Processing Sites with: Two (2) Mulch/ Colorizing Operations (175,000 TPY each) and One (1) New Biochar Pyrolysis operation (30,000k TPY) • Two (2) C&D Recovery Facilities (450,000 TPY each) • Eight (8) Permanent Drop-Off Centers (2,400 TPY each) • Three (3) Transfer Stations (North, South, Central Broward County) • One (1) Landfill	+25 percentage points to 62%

15.2.1 Scenario A – Processing Facilities

15.2.1.1 Municipal Solid Waste

Currently, MSW is hauled either directly to the South Broward Resource Recovery Facility (RRF) or to transfer stations throughout the County, including Waste Management (WM) Davie, WM Deerfield, and Waste Connections Pembroke Park. MSW is then sent to landfills including Broward County

Landfill, J.E.D Landfill, Medley Landfill, Okeechobee Landfill, Desoto Recycling & Disposal, and the Monarch Hill Landfill. Ash from the South Broward RRF is then disposed at the South Broward Ash Monofill.

Scenario A recommends the construction of three transfer stations to supplement the existing private transfer stations in the market in order to support the efficient flow of material to disposal facilities. Ideally, the transfer stations would be located strategically within the County (e.g., northern, central, southern). Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used. It should be noted that WIN Waste Solutions, Inc. (WIN Waste) recently announced the pending sale of the South Broward RRF, and as such, new contract terms and conditions with a new owner/operator may be required for continued use of this disposal capacity. In addition, Scenario A contemplates the development of a new landfill while recognizing that existing landfill capacity may continue to be utilized in the future. However, consistent with the Authority's direction to "control its solid waste management destiny", the SCS Team has assumed that a new landfill, or an existing landfill with capacity that can be secured by the Authority, will be required. An increasingly viable option is to utilize rail hauling to direct waste to a regional landfill.

15.2.1.2 Single-Stream Recycling

Currently, the Authority's ILA members process their SSR at WM's Reuter Facility, with processing fees ranging from $90 to $200 per ton depending on each community's respective contract provisions and how those contracts handle recycling commodity revenue sharing. The Authority should ensure that future recycling processing contracts thoroughly contemplate the value of the recycling commodities sold to market and include provisions whereby the commodity revenues are shared between the MRF operator and the Authority to align incentives to reduce inbound contamination and produce high-quality outbound materials that can be readily marketed. WM is constructing a new, state-of-the-art, 127,000 square-foot RMPF adjacent to the Reuter Facility. This $80+ million RMPF will have a processing capacity of 66 Tons Per Hour (TPH), equivalent to 260,000 TPY, and is referred to as the WM Recycling South Florida (WM South Florida Facility). While the region's current SS processing capacity theoretically is sufficient for 2023 tons, Scenario A includes the development of two additional SS RMPFs to manage the additional volume of inbound tons projected to be generated in 2045. See the Task 4 White Paper for an expanded discussion of the SS RMPF, options, costs, and timeline.

15.2.1.3 Organics Processing Campus

Scenario A includes two Organics Processing Facility campuses with the ability to scale operations to meet additional processing capacity needs. Under this scenario, the facilities will process yard trash via two Mulch/Colorization operations and one Biochar Pyrolysis operation.

The mulching process will involve grinding yard trash, removing contaminants, and stockpiling materials in windrows for further decomposition and processing. To address challenges in the regional market for mulch and soil amendments, incorporating a colorization process is recommended to enhance product marketability and increase revenue potential.

Additionally, the pyrolysis of yard trash—particularly fibrous materials which are slower to decompose such as palm fronds and trimmings—can provide operational flexibility for organics processing. This also creates market opportunities for biochar, a valuable end product with various applications in agriculture, landscaping, and environmental remediation.

15.2.1.4 Construction & Demolition RMPF

Current C&D processing facilities appear to have sufficient capacity to handle the existing tonnage under existing market conditions. However, it should be noted that the WM Monarch Hill Landfill is used to dispose of C&D components that are not segregated for recycling and sale to the secondary market. Further, as tonnage increases and new policies or market developments enhance materials recovery and marketability, additional facilities are anticipated to be required to meet the growing demand.

To address these future needs, assuming that adequate secondary markets exist, it is recommended to establish up to two strategically located C&D RMPF facilities to expand the region's C&D processing capacity. Each facility should be designed to process up to 450,000 TPY (equivalent to 100 TPH) to accommodate the estimated 850,000 TPY of C&D materials requiring processing. These facilities may be publicly or privately owned and operated, depending on regional needs and stakeholder preferences.

15.2.1.5 Drop-Off Centers for Hard-to-Recycle Materials

Permanent Drop-Off Centers. To strengthen recovery efforts, all five scenarios include the development of eight recycling drop-off centers. Each of these permanent facilities will consist of two distinct areas:

1. One gated and staffed area, operating up to two days per week, dedicated to the collection of HHW and electronics.

2. A second, publicly accessible area, open 24/7, for the drop-off of SS recyclables and textiles.

Each site should allocate a minimum of approximately 0.25 to 0.5 acres of operational space for material handling and storage. Materials will be collected using various container types, including roll-off containers, Gaylord boxes (large, corrugated cardboard boxes designed for bulky or irregularly shaped items), and metal donation bins. To support efficient operations, each site should be equipped with two shipping containers designated for the storage of HHW, paint, and electronic waste. Additional site requirements include one electric pallet jack and four roll-off containers.

Although illegal dumping and scavenging are common concerns at public drop-off sites, there are many examples of successful 24/7 drop-off facilities across the United States. The added accessibility and convenience of these facilities, especially to those without curbside recycling access, outweighs the effort to keep the facilities clean and well maintained. A few examples of jurisdictions with 24/7 drop-off facilities include:

- Pinellas County, Florida
- Dunedin, Florida
- Bradenton, Florida
- Cincinnati and several other jurisdictions in Ohio
- Emmet County, Michigan
- Alexandria, Virginia

Municipalities use a variety of strategies to mitigate illegal dumping and scavenging concerns at 24/7 public drop-off facilities, with each community needing to be flexible to adapt to local behaviors and be responsive to differences between individual facility locations. Common strategies include:

- Placing drop-off sites in busier locations with more people around helps to serve as a deterrent to bad behavior. Some communities co-locate drop-off sites at existing solid waste facilities, sheriffs' offices, fire stations, and public parks where municipal staff can more quickly help identify illegal dumping and alert the appropriate solid waste staff to respond.

- Well-placed signage and site lighting are essential.

- Closed Circuit Television (CCTV) cameras are recommended for monitoring and deterring illegal dumping.

- Some communities place fencing and gates around their facilities and require a driver's license to be scanned before entry or, alternatively they require patrons to register with the municipality and obtain a unique membership code to enter to be granted site access.

- Some municipalities engage community groups to help monitor and promote sites, similar to adopt-a-road or community garden programs, as a means of fostering community pride in the facility and support to keep it clean.

- Other jurisdictions partner with law enforcement and/or code enforcement agencies to make periodic stops at the facilities or ramp up their presence when illegal dumping or scavenging is occurring to serve as an additional deterrent. Code Enforcement departments are often willing to investigate the illegally dumped materials to see if there is any identifying information that can lead to a suspect with a follow-up warning visit to alleged perpetrators.

- Communities can also leverage their service delivery contracts to include contract provisions that require contracted recycling or HHW collection staff to make efforts to clean the sites when they service containers and/or report litter, illegal dumping, or suspicious activity. Other jurisdictions include contract line items to have a means of paying a contractor to respond quickly to remove illegal dumping on a per incident basis in the event municipal staff are not available.

In all instances, a quick response to remove illegal dumping is the best practice and is essential to reducing additional illegal dumping. Data shows that litter attracts more litter based on people's perceptions of a specific place and how well it is maintained, whether a public park, parking garage, or recycling drop-off facility.

15.2.1.6 Waste-to-Energy

Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used. A new WTE facility is not contemplated. Note that WIN Waste recently sold this facility to FCC Environmental Services, and as such, future contract terms and conditions with a new owner/operator may be required for continued use of this disposal capacity. Given the sensitivities

surrounding the use of WTE, the Executive Committee directed the SCS Team to prepare a White Paper providing a consolidated reference guide of published resources, reports, and studies regarding the health impacts which may be associated with WTE, which is presented in **Appendix P**. On July 18, 2025, the Executive Committee clarified that any future new WTE facility would only be considered if it were co-located in close proximity to the South Broward RRF. It should be noted that the South Broward RRF site and surrounding parcels were not evaluated as part of the Master Plan siting analysis. Therefore, based on this policy direction from the Executive Committee, it is recommended that the South Broward RRF campus and adjacent parcels of land be evaluated for additional WTE capacity feasibility at some point in the future. If the Authority considers to further explore the role that WTE can play as part of an integrated and sustainable solid waste management program, it may consider establishing a WTE sub-committee to the Executive Committee, which can serve to keep the Authority engaged with the new owner of the South Broward RRF to ensure processing Broward County tons remains the priority at this facility as opposed to processing out of County tons, while also ensuring members of the committee stay informed about relevant future changes in the WTE industry given its role as a MSW management facility during the planning horizon.

15.2.2 Scenario A - Outcomes

Scenario A aims to strengthen the Authority's status quo by updating the recycling and organics recovery program through establishing additional infrastructure and negotiating access to existing capacity at the SSR Reuter Facility. **Table 10** presents the diversion facilities and capacity required, capital cost, operating cost, and summary of processing fees under Scenario A.

Table 10. Scenario A - New Diversion Facilities and Capacity, and Estimated Costs and Fees in 2025 Dollars

Description	Qty	Capacity (TPY/Facility)	CapEx/ Facility	Annual OpEx/ Facility	Processing Fee ($/Ton)	Aggregated ($/Ton/Facility)
SS RMPF	2	250,000	$72M	$14M	$89	$35
Yard Trash Mulch Facility	2	175,000	$5M	$1.8M	$14	($32)
Biochar Pyrolysis	1	30,000	$10M	$700k	$57	$13
C&D RMPFs	2	450,000	$41M	$19M	$50	$60
Public Drop-Off Centers	8	12,000	$140k	$1M	$86	$86
Transfer Stations	3	890,000	$47M	$31M	$87	$27
Landfill	1	3M	$880M	$229M	$91	$41

15.3 DIVERSION OPPORTUNITIES

Meeting the Authority's diversion goals demands a major shift in behavior and operations to manage waste upstream, at the point of generation, before materials become commingled and thus more costly to recover. Harmonizing collection and processing approaches that maximize the source

separation of waste materials into more homogenous waste streams better enables materials to be recycled. Ensuring uniformity across diversion programs establishes consistency in program design and operations, allows for more efficient management of waste streams, and enables more impactful educational messaging that will work to change behaviors towards adopting waste reduction and recycling participation habits. Increasing public awareness of and participation in the uniform waste diversion services provided will lead to cleaner source separated waste streams that are more easily and cost-effectively targeted for recycling.

After a comprehensive analysis, it is recommended that the Authority utilize single-stream recycling collection as the preferred approach to curbside recycling. Single-stream recycling offers significant cost savings compared to dual-stream recycling as further detailed in the Task 4 White Paper. Expanding the service to residents who do not currently have access is one of the best immediate diversion opportunities.

Scenario A identified the need to require residential yard trash to be collected separately at the curb to enable processing into mulch and biochar. It envisions a colorization process to treat the mulch derived from yard trash processing as a means of increasing the marketability and revenue associated with the final mulch product. The market for mulch and soil amendments in Broward County is limited. Estimates using the Mulch & Soil Council methodology suggest a total market size of approximately 74,000 TPY for mulch and 33,000 TPY for soil amendments such as compost and topsoil. However, recycled organic waste-based mulch and compost face competition from traditional wood mulch and premium organic compost products. Additionally, the high concentration of palm material in regional yard trash poses challenges to degradation during processing, thus the utilization of pyrolysis processing to produce biochar is recommended to help address this concern.

To address these challenges and improve the viability of organics processing by the Authority, several additional strategies are recommended:

- **Biochar Pyrolysis Unit:** Incorporating a pyrolysis unit to process hard-to-decompose organic material, such as palm waste, into biochar. Biochar offers additional market opportunities and supports soil health initiatives.

- **Colorizing Process:** Adding a colorizing step to enhance the aesthetic appeal of recycled mulch products and increase market competitiveness.

- **Trained Salesforce:** Employing a highly trained salesforce to promote end products effectively, ensuring market penetration and customer education.

By implementing these measures, the Authority can develop a more robust and sustainable organics processing system that addresses existing challenges and maximizes resource recovery.

The policies described below represent the initial recommendations, based on findings from the various White Papers developed throughout the planning process, and informed from years of specialized solid waste and recycling consulting experience. The recommended policies were developed to achieve a step-by-step progression of activities necessary to implement the goals of the Authority in the short, mid, and long term.

Achieving the goal of 75% diversion will be challenging and will require long-term commitment and funding to continuously educate the public about consumption practices, waste generation,

consequences of today's continued disposal practices, trade-offs in taxes and fees, and lifestyle choices to change the established habits of a culture of throwaway conveniences.

Table 11 presents critical elements, strategy and tactics, and the priority and timeframe related to policies and regulations, innovative technologies adoption, organics management, and education and outreach that are recommended to support the development and deployment of Scenario A.

Table 11. Recommended Critical Elements, Strategy and Tactics, and Priority and Timeframe

POLICIES AND REGULATIONS		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Harmonize minimum curbside waste collection standards	• In collaboration with ILA Members and legal counsel, begin the process of drafting an Authority approved procurement template for collections and processing services to be used by ILA Members as existing agreements begin to expire, with the intent to align curbside services to a minimum of one MSW, one single stream recycling, and one yard trash collection per week: o Implement and enforce a uniform requirement in franchise agreements and service contracts to collect and report data on tonnages collected, material types, waste composition, contamination rates and other information determined to be useful to ILA Members and the Authority. This data will provide valuable information for use in making improvements to the solid waste system and adjusting public education, outreach or solid waste management practices as needed across the Authority; o Develop underlying foundational policies including mandatory residential recycling, utilization of advanced mobile customer and service provider interfaces to improve communication, increase home recycling access, and procurement terms which ensure competitiveness for processing facilities and operating contracts; o Execute longer-term franchise agreements for residential collection contracts because responsibility for the waste transfers to the service provider after collection in exchange for geographical exclusivity and so does managing that waste for meeting the goals of the Authority. Require lower GHG-producing collection vehicles, truck monitoring of contamination in real time, and safe efficient behaviors on-route. Franchise agreements have been shown to be effective ways to increase landfill diversion on the West Coast and are prevalent there for that reason; and o Evaluate dividing the County into several franchise residential collection zones that would each be serviced by a single vendor. The franchise zones would be competitively bid, and no collection vendor would serve more than two zones to stimulate competitive pricing. This would leverage the economies of scale for collections and help reduce costs burdened by the public. Similar franchise zones have been successfully implemented in other Florida counties (e.g., Duval and Hillsborough) and would be a consideration after the Authority is established. • Require waste to be source-separated at the curb. • Require a minimum of 1 MSW, 1 recycling, and 1 yard trash collection per week (note: municipalities may provide higher levels of service if desired). • Work with ILA Members to develop curbside setout parameters: o MSW; o SS Recycling; and o Yard trash. • Develop model language for ILA Members to codify via ordinances to ensure their respective Code Enforcement departments can enforce common standards. • Develop communication pieces to inform residents about any changes to curbside services. • Develop model contract language for ILA Members to use when procuring new collection contracts.	High/Immediate Adoption
Expand single-stream recycling access	• Ensure all single-family homes with four units or less are provided once-a-week curbside recycling collection service. • Begin to harmonize the list of acceptable recyclable materials. • Expand recycling to multi-family properties. • Expand access to recycling in public spaces. • Develop a mandate to require recycling by commercial and industrial entities.	High/Immediate Adoption
Require yard trash to be recycled	• Ensure all single-family homes with four units or less are provided once-a-week curbside yard trash collection service. • Establish collection zones that can be competitively bid to procure a private sector solution to provide yard trash processing. Note this approach will be quickest to implement and if it does not generate enough additional recycling an Authority owned organics processing facility can be pursued. • Mandate the use of recycled yard trash recovered from local diversion programs to be used at municipal facilities.	High/Immediate Adoption
Enact a mandatory C&D recycling ordinance	• Require C&D recycling prior to landfill disposal. • Applicable to various construction and demolition projects, including residential and commercial construction exceeding certain values, alterations, and roofing projects that involve the removal of old roofing materials. • Modify the building permit system requiring that material weight recycled be estimated and calculated as part of the permit application, and the permittee would be required to provide receipts for the weight of material recycled (minimum what was calculated in the permit application) to close the permit and receive a Certificate of Occupancy. • Incentivize deconstruction over demolition. • Incorporate a fee structure aligned with the type and scope of each project.	High/Immediate Adoption

Develop additional residential drop-off centers for hard-to-recycle and hazardous materials	• Create a capital improvement plan to fund the development of new drop-off facilities. • Promote drop-off centers as convenient recycling options for multi-family residents who do not have access to curbside recycling. • Utilize drop-off centers as outreach posts to engage with residents. • Procure service delivery contracts to ensure proper management of received materials (e.g. batteries, used oil, scrap metals, white goods, household hazardous waste). • Focus on fostering waste reduction via developing reuse opportunities that may be best co-located at drop off sites. Examples include Sarasota County's Re-Uz-It Shop (https://www.scgov.net/government/solid-waste/the-re-uz-it-shop) or Hillsborough County's award winning partnership with Goodwill Industries to have donation stations at drop-off sites (https://baynews9.com/fl/tampa/news/2023/05/03/trash-or-reuse--pilot-program-turns-discarded-items-into-donations).	High/Short-Term
Enact a mandatory commercial recycling ordinance	• Develop non-exclusive commercial collection franchises which likewise require haulers to carry out actions to meet Authority goals, include the provision of accessible reporting data on collection containers weights and services utilizing County interfaces in real time, and could be coordinated to utilize County-certified recycling facilities.	High/Short-Term
Begin to develop food waste collection	• Select which of the three strategies identified in Scenario A, or a combination of them, is the best fit for ILA Members to start targeting food waste: o Establish food waste drop-off at special events; o Install food waste drop-off sites to be co-located at municipal facilities (i.e. recycling drop-off centers, libraries, senior centers, etc.); and o Establish curbside food scrap collection. • Procure a contract with a permitted facility capable of processing food waste,	Medium/Short-Term
Implement supporting policies and actions	• In collaboration with ILA Members, explore implementation of low-cost waste reduction programs such as supporting backyard composting as a means of reducing food waste entering the collection system (as has been implemented by the City of Tampa) and/or establish strategic partnerships with aligned organizations such as the donation collection program established by Hillsborough County and Goodwill Industries Suncoast to increase material reuse at their drop-off facilities. • Mandate recycling at all municipally owned facilities to lead by example, • Consider partnering with the State and perhaps the Federal Small Business Administration (SBA) to offer grants and/or low-interest loans to stimulate the development of recycling businesses in Broward County. • Consider intensive and coordinated lobbying efforts at the State level aimed at revising the rules related to preemption and food waste. Currently, local governments cannot ban the sale and use of single-use products within their municipal boundaries. Additionally, food waste is currently regulated as solid waste in Florida, both of which are highly restrictive and a significant limiting factor for the reduction in single-use items as well as the development of large-scale food waste diversion programs. • Note policy formation will be an ongoing effort given the staff time, public education, and implementation timelines required of each. It's recommended to only focus on each major policy enactment one at a time.	High/Short-Term to Mid-Term
If WTE is considered, establish a WTE Sub-Committee from ILA member communities to research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation.	• Consider establishing a WTE Sub-Committee to the Executive Committee, if warranted. Consider initiating and defining the scope for an evaluation of the South Broward RRF Campus and adjacent properties in order to explore the feasibility of expanding WTE capacity at the Campus.	Medium/ Mid- to Long Term
EDUCATION AND OUTREACH AND COMMUNICATION PLAN		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Invest in developing a sustained communications and outreach program	• Dedicate sufficient funding to engage with residents frequently to drive and support behavior change. • A strong investment is necessary to ensure people are well-informed and motivated to recycle. This strong investment can boost a recycling rate beyond levels that could be achieved with infrastructure improvements alone. Research in various U.S. communities conducted by The Recycling Partnership, a national nonprofit that is the gold standard on recycling education, found that combining access to recycling with comprehensive education not only improves and maintains high recycling rates but also results in cleaner materials. • Develop and execute a comprehensive communications, education, and outreach implementation plan that will identify how to best prioritize outreach efforts. • Ensure all ILA Members begin to use common terminology, slogans, and Authority branding to harmonize public knowledge of recycling services including how to participate correctly. • Partner with the ILA Members and key community stakeholders, such as Broward County Schools and the Florida Panthers, etc., to reach target audiences in multiple ways via a trusted source in the community to reinforce the Authority as the go to "trusted voice" for recycling related information and guidance as described in the Task 8 White Paper. • Continue to utilize surveys and focus groups to better identify obstacles to behavior change, communication preferences, motivation factors, and better help tailor educational materials to meet customer needs.	High/Immediate Adoption & Ongoing

Become the trusted voice to deliver waste and recycling related information	• Build public trust through transparency and education. • Develop a new webpage to serve as the education hub landing page used by all ILA Members when marketing programs and in media engagements. This is needed to position the Authority as the trusted source of the most updated and accurate information on proper recycling and disposal. See www.TampaBayRecycles.org and www.CentralFloridaRecycles.org as examples of how web traffic can be focused on one webpage and then direct visitors back to their respective ILA Member websites for customer service related information until the Authority's capabilities increase over time.	High/Immediate Adoption & Ongoing
Partner with a wide range of stakeholders to increase engagement with their networks	• Reach out to special interest groups, homeowner associations, retailers, schools, sports organizations, business organizations, local media personalities, museums, religious and service-oriented organizations. • A trusted messenger is vital to a behavior change campaign. A message can be 100% on point, but if it does not come from someone trusted by the audience, the message may not be absorbed, and the behavior may not change. • Partner with the ILA Members and key community stakeholders, such as Broward County Schools and the Florida Panthers, etc., to reach target audiences in multiple ways via a trusted source in the community to reinforce the Authority as the go to "trusted voice" for recycling related information and guidance as described in the Task 8 White Paper. See example of how Hillsborough County, FL partnered with the Tampa Bay Lightning on an anti-litter campaign: https://hcfl.gov/residents/property-owners-and-renters/trash-and-recycling/anti-litter-campaign. • Partner with sister departments and agencies within the ILA Members to crowdsource the dissemination of key outreach materials on proper recycling as part of their normal outreach efforts. For example, collaborating with water conservation teams, parks and recreation departments, and other environmentally adjacent staff to have recycling do's and don'ts lists on their respective outreach tables to help reach larger audiences. • Utilize partnerships to find innovative ways to reach people, such as recycling art contests in local schools. For example, see the City of Tampa's program where they have an annual poetry and art contest where the winning poetry is displayed at public parks and artwork gets wrapped on recycling collection trucks which are then seen performing collection on routes throughout the community (https://www.tampa.gov/solid-waste/3rs-art-contest-winners).	High/Short-Term Adoption & Ongoing
Communicate with the community in multiple ways via a combination of approaches	• Utilizing a combination of communication approaches is important to reach people where they are, such as utility bill inserts, direct mailers, media interviews, webpages, cart hangers, social media, outreach events, neighborhood or business newsletters, advertising, etc. • A recommended best practice is to send a mailer to residents three times a year that they can hang on their refrigerator or prominent place to confirm their collection days and what materials are and aren't supposed to be recycled. • Sending a postcard that specifically focuses on the top contaminant in the recycling program is another best practice. • Use technology to reach people on their smart phones via traditional social media channels (i.e., Facebook, X (formerly Twitter), Tik Tok, Instagram, etc.) and the use of apps. • Actively pursue earned media attention, such as frequent interviews on local TV and radio, to promote key messaging which is often more effective at driving engagement at no cost except for staff interview preparation. • Consider paid advertising, but primarily when promoting a targeted educational campaign and when data driven. Social media advertising can be cost-effective to reach target audiences.	High/Short-Term Adoption & Ongoing
Utilize existing and emerging technology to better engage with residents	• WasteWizard or comparable search widgets can be inserted into the Authority's outreach landing page and enable people to search on how to properly recycle or dispose of items. These tools can provide valuable data to guide developing targeted messaging around best practices for managing the most searched items. • Use smartphone apps to send out messaging regarding collection schedules, focused educational campaigns, special collections, etc. • It's vital to use data to verify results, such as reporting on web traffic visits to web pages and correlating what drove the increased engagement. For example, Hillsborough County, FL found that local TV news interviews greatly increased web traffic to recycling guidance vs paid advertising. • Continuously monitor and adopt emerging technology described in Section 12 above and the Task 9 White Paper, such as the use of cameras on collection vehicles to identify contamination at the source and automate notices to the perpetrating households. • Consider how the various technologies can complement each other and be further integrated into the communications and business infrastructure to provide a seamless user experience, useful data, and real-time feedback on operations.	High/Short-Term Adoption & Ongoing
Develop additional residential drop-off centers for hard-to-recycle and hazardous materials	• Utilize drop-off facilities to engage with the public via signage and outreach tabling events. • Use the sites to gather feedback from residents via in person surveys. • Use the sites to conduct media interviews as local news outlets prefer live action shots with visuals readily available to attract viewers.	High/Short-Term Adoption & Ongoing
Set clear, achievable milestones and develop uniform reporting	• You can't manage what you can't measure and therefore the Authority must work collaboratively with the ILA Members to develop key reporting metrics and to standardize the data being collected and reported over time. • Celebrate success when key goals are achieved or milestones occur such as when local businesses implement new recycling programs.	High/Short-Term Adoption & Ongoing
Leverage Future Authority Facilities as Outreach Hubs	• Consider incorporating educational centers, passive learning opportunities, and enhanced preservation of natural areas when planning to develop future facilities. • Utilizing public infrastructure to serve as an educational resource can further enhance public awareness and support for the role the facility plays in the community, with such facilities also being able to promote environmental stewardship through thoughtful design.	Low/Long-term Consideration

	• Living laboratories, interactive exhibits, wetlands, and trails are all examples of learning centers that have been successfully incorporated into waste management facilities, fostering environmental awareness and promoting sustainability. • The pursuit of LEED certification or similar green building certifications can help ensure optimal energy and water efficiency within the facility operation and highlight the use of waste reduction principles and recycled content within the construction process. • Educational signage and hosting public tours of the facilities can provide impactful learning opportunities for students and community groups. Both Pinellas County, FL and the Solid Waste Authority of Palm Beach County have robust public outreach programs that provide tours of their facilities. • Ensuring adequate buffers and protection of natural areas also helps to minimize disruption to adjacent properties.	
INNOVATIVE TECHNOLOGIES ADOPTION		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Adoption of a preference for autonomous processes and continuous improvement utilizing AI, blockchain, Web 3.0, and Internet of Things (IoT)	• Including appropriate focus in procurement policies and related requirements and execution plans.	High/Immediate Adoption
Management System which maximizes cross-platform compatibility and connectivity	• Data accessibility and Integration of all ILA Members (e.g., contracts, permits, costs, systems). • Platform-wide harmonized goals and metrics for success. • Uniform messages to/from all members and member platforms for solid waste services and specifications. • Reporting systems. • Uniform minimum service levels. • Customer communications. • Vendor communications. • Customer services. • Real time physical and cost measurement. • Real time feedback. • Billing platform interface. • Automated updated waste characterization. • All assets and supply chain players utilize the same tools which talk to each other.	High/Short-Term
Develop overarching Strategies for new technology implementation within Authority Control Familiarize the Authority and ILA Members with available choices for each prioritized technology component	• Analyze and develop list of most important system components with the biggest impacts to meet Authority goals and guiding principles. • Establish current performance baseline within Authority footprint, and potential impacts from utilization. • Provide analysis on how New Technologies will meet the goals of the Planning Framework. • Prioritize based on cost savings including CAPEX, system improvement magnitude, and increased management span capabilities for the Authority and ILA Members. • Explore functionality, cross connectivity, and cost options. • Include baseline Safety and data security requirements. • Procurement searches for qualified providers of the most important technologies with the appropriate guarantees with the lowest costs.	High/Short-Term
Establish robust Technology Needs Committee (TNC) from ILA Members to (among other functions, see below) research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation	• Establish authority of TNC. • Analyze and decide upon breadth of a baseline Enterprise-wide connected system: o Member Terminal, websites, and common APP platforms; and o Cell Phone Based Employee and customer system. • Adoption of supportive tools and systems (e.g., drones, GPS, apps, real time traffic reports, services disruption prediction) which support enterprise.	High/Short- to Medium-Term
Common network of tools	• Specific communication technologies – allow all ILA Members access to the same data at the same time – and the authority can continue to harmonize systems from that start point. • Enterprise system: o Member Terminal and common App platforms; o Cell Phone Based Employee and customer system; and o Adoption of supportive tools and systems (based on data security, compatibility, connectivity, uniformity, and transparency).	Medium/Medium-Term

ORGANICS MANAGEMENT STRATEGIES		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Guidance to all ILA Member to specify clean yard trash separation requirements and delivery to either a specified public or private processing facility for processing.	• Organize a clean source separated yard trash stream for potential processing through initial minimum collection requirements for preferred mulching. • Establish go-forward committee for Organics implementation and timeline for actions.	High/Short-Term
Develop requirements and regulatory underpinnings for Yard Trash processing for commercial waste haulers, ILA Member projects where clean land debris is generated, homeowner associations, etc.	• Review Procurement practices and laws. • Review best practice regulatory structures in the state. • Develop Authority wide statutory requirements for clean yard trash and newly separated food waste programs and move towards adoption. • Develop model contract language for implementation including guidance of yard trash destinations for processing (public or private).	High/Short-Term
Develop Procurement Program to catalog qualifications, capabilities, technologies and specifications for private sector and public sector solutions which make the most economic sense while meeting goals of the Authority.	• Begin procurement research on organics recovery from solid waste through RFIs and RFQs. • Expand to processing options within or outside the County which include Authority Certification. • Begin qualification process for advanced food waste/clean organics processing options. • Begin procurement research on Biochar volume/mass reduction. • Begin procurement research on advanced mixed organics processing.	High/Short- to Medium-Term
Work with ILA Members and Authority committees on separated food waste options for collections; first, on a demonstration basis within participating jurisdictions, then more broadly.	• Research and present findings on successful case studies for both residential and commercial food waste programs, including costs, actual diversion outcomes and issues (i.e., loss of BTUs for WTE, container odor, vermin). • RFI on private provider food waste capabilities for collection (TBD with cooperation ILA Members utilizing a uniform approach) and processing capabilities leading to potential scoping of private services. • RFI on equipment provider technologies available and recovery guarantees leading to RFQ and potential equipment bundles should the Authority seek to build out this capacity.	Medium/Medium-Term

16.0 IMPLEMENTATION PLAN AND TIMELINE

This Master Plan serves as the strategic roadmap for the Authority to realize its goals, including developing an integrated and sustainable System that will enable the Authority to meet or exceed the State's 75% recycling goal.

16.1 RECOMMENDED TIMELINE

Achieving the 75% recycling goal will be challenging and will require the Authority to deliver countywide, reliable, and environmentally responsible solid waste services through phased implementation. Each phase pairs capital and operating needs with a funding mechanism that can effectively fund the system given the timeline and barriers to implementation. The Task 7 White Paper (attached as **Appendix Q**) details a preliminary implementation plan and timeline; and the Detailed Financial Plan (**Appendix R**) establishes a framework for funding regional solid waste management operations, addresses the Authority's statutory obligations under the ILA. The implementation plan is reflected in **Figure 15**, which illustrates the sequencing of Authority formation and long-term infrastructure development across the implementation phases.

Figure 15. Phased Implementation Framework Detailed Financial Plan



16.2 IMPLEMENTATION PLAN

Based on financial modeling, **Table 12** below presents the recommended cost per ton funding structure for FY 2027 through FY 2033 that will be applied to residential customers. The table presents the anticipated cost per ton and indicates the primary funding mechanism in each fiscal year as the Authority transitions from Phase II (tipping fee surcharge) to Phase III (non-ad valorem assessment). Specific assessment amounts will be determined through detailed assessment development studies and policy decisions by the Authority's Governing Board.

Table 12. Recommended Phase Implementation Plan

Fiscal Year	Cost per Ton	Funding Mechanism
FY 2027	--	Member Contribution
FY 2028	$ 2.00	Surcharge
FY 2029	$ 2.10	Surcharge
FY 2030	$ 2.27	Surcharge/Non-Ad Valorem Assessment
FY 2031	$ 2.45	Non-Ad Valorem Assessment
FY 2032	$ 2.65	Non-Ad Valorem Assessment
FY 2033	$ 2.86	Non-Ad Valorem Assessment

This fee schedule reflects a transition from tipping fee surcharges in Phase II (FY 2028-FY 2030) to non-ad valorem assessments beginning in Phase III (FY 2031 onward), with a one-year overlap period (FY 2030-FY 2031) allowing for gradual implementation and system testing. Annual revenue adjustments begin with moderate increases during the Phase II period (5.00% in FY 2029, 8.00% until FY 2033) to reach full cost recovery. Starting in FY 2034, the Authority is projected to require a minimum annual revenue adjustment of 1.50% to maintain financial stability. However, the Authority will adopt an annual revenue adjustment using the Producer Price Index for Solid Waste Collection (PPI-SW), Series ID: PCU562111562111 to escalate the Maximum Service Rates, which reflects industry-specific cost escalation for solid waste collection, reported on a non-seasonally adjusted basis.

These annual adjustments are intended to ensure revenues keep pace with inflation and rising operating costs. Based on the most recent 10-year historical trend, the PPI-SW has increased at an average annual rate of approximately 4.59%.

Table 13 presents the estimated tonnage and corresponding surcharge contributions for each ILA member, broken out by residential and non-residential generators. These estimates are based on 2024 baseline tonnage data, with projections for 2028 reflecting anticipated growth and associated financial obligations. The surcharge for 2028 will be established based on the Authority's projected budget, including added capital and operational costs.

Table 13. Surcharge by Municipality

ILA Members	DATA YEAR			
	2026 Population	2026 Contribution	2027 Population	2027 Contribution
Broward Municipal Services District	17,233	$20,831	15,655	$18,458
Coconut Creek	57,702	$69,751	64,084	$75,559
Cooper City	35,024	$42,337	35,965	$42,405
Coral Springs	135,191	$163,420	135,156	$159,358
Dania Beach	33,746	$40,792	35,066	$41,345
Davie	107,410	$129,838	107,802	$127,106
Deerfield Beach	87,402	$105,652	98,758	$116,442
Fort Lauderdale	189,583	$229,170	194,442	$229,260
Hillsboro Beach	1,971	$2,383	2,288	$2,698
Hollywood	155,038	$187,411	153,274	$180,720
Lauderdale Lakes	36,659	$44,314	34,895	$41,144
Lauderdale-by-the-Sea	6,181	$7,472	6,729	$7,934
Lauderhill	74,751	$90,360	79,712	$93,986
Lazy Lake	33	$40	20	$24
Lighthouse Point	10,462	$12,647	10,666	$12,576
Margate	58,544	$70,768	58,858	$69,398
Miramar	139,500	$168,629	137,530	$162,157
North Lauderdale	44,853	$54,219	42,166	$49,717
Oakland Park	46,039	$55,652	46,515	$54,845
Parkland	38,342	$46,348	39,752	$46,871
Pembroke Park	6,105	$7,380	7,060	$8,324
Plantation	98,431	$118,984	103,767	$122,349
Sea Ranch Lakes	535	$647	289	$340
Southwest Ranches	7,796	$9,424	8,459	$9,974
Sunrise	97,899	$118,341	107,986	$127,323
Tamarac	73,130	$88,400	74,371	$87,688
West Park	15,218	$18,396	14,167	$16,704
Weston	68,249	$82,500	68,230	$80,448
Wilton Manors	11,495	$13,895	12,591	$14,845
TOTALS	**1,654,522**	**$2,000,000**	**1,696,255**	**$2,000,000**

In addition, during Phase I, the Authority intends to prepare and issue solicitations to secure binding prices for yard trash and recyclable materials processing, and disposal (including waste-to-energy) fees (i.e., tipping fees) for each ton of waste received. For planning purposes, and to align with Article 24 of the Facilities Amendment, **Table 14** presents the established Maximum Service Charges. This maximum cost can be used for planning, and greater clarity can be gained by developing and issuing solicitations for materials processing and disposal.

Table 14. Materials Processing Maximum Service Charge

Material Type	Estimated Tipping Fee Cost Range [4] (per ton)
Recyclable Materials [1]	$110.00
Yard Trash (for Disposal)	$52.56
Yard Trash (for Beneficial Use)	$80.00
Solid Waste Disposal (Class I Waste) [2]	$57.49
Solid Waste Disposal (Class III Waste) [3]	$52.56

NOTES:

1. Does not reflect a cost offset based on the Average Market Value of the recyclable materials sold to market.
2. "Class I Waste" means solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under rule 62-701.300, F.A.C.
3. "Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.
4. Maximum service charges as of October 1, 2025. These charges will escalate on an annual basis in accordance with the established annual revenue adjustment, at a maximum, that aligns with the PPI-SW, which reflects industry-specific cost escalation for solid waste collection, reported on a non-seasonally adjusted basis.

Through flow control and economies of scale, the Authority will secure binding competitive rates that are expected to be lower than those currently paid under existing contracts. The pricing achieved through a competitive procurement process is anticipated to serve as a cost offset against the rates currently paid by ILA members under their current collection agreements.

As the Authority matures and its operational framework becomes more established, it will also be necessary to align the collection agreements across ILA member municipalities. Currently, these agreements vary in structure and terms across the membership. Standardizing and harmonizing these agreements over time will be essential to ensuring consistent service delivery, equitable cost allocation, and the administrative efficiency required to manage the Authority as a unified entity.

This implementation plan will provide the Authority with a clear roadmap to fulfill its mission of developing and implementing a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan for waste disposal, reduction, recycling, and reuse in Broward County.

SOLID WASTE AUTHORITY
OF BROWARD COUNTY

Regional Solid Waste and Recycling Master Plan

March 20, 2026



Why are we here?

We must do better.

- Decisions made 50 years ago contributed to the waste crisis we are facing.
- The crisis we are facing will have long-term negative economic impacts on our residents and businesses.
- As a result of this crisis, there is an overreliance on limited WTE and landfill disposal capacity rather than diversion of commodity waste streams through reduction, reuse, and recycling.
- The current fragmented system leaves us vulnerable to market forces that will cost every resident and business more in the long term.
- Together, we can gain control of our economic destiny and our long-term financial security, while achieving the goals of diversion.
- By maximizing our bargaining power and working together, the SWA can control our solid waste destiny.
- We have a historic and generational responsibility to solve this crisis now.

How does funding flow to the Authority?

Funding Flow

Phase I: FY 2027

Member Contribution

City pays contribution (based on your city's population)

Comparable to FY 2026

Phase II: FY 2028 to 2030

Tipping Fee Surcharge

In FY 2028, the $2.00 per ton surcharge is added to the collection rate paid by the hauler (i.e. pass through cost)

Recycling, yard waste, solid waste is collected

Truck gets to scale (for example, 10 tons at $2.00 per ton = $20)

Receiving facility collects the tipping fee plus $20 surcharge from the hauler (i.e. pass through cost)

Receiving facility passes $20 to the SWA

Phase III: FY 2031

Non-Ad Valorem Assessment

Recycling, yard waste, solid waste is collected

SWA assessment on tax bill - estimated at $2.45 per ton

Assessment goes straight to SWA

Decreased Tipping Fees Help Offset Surcharge

TODAY	• Processing and disposal fees are typically included in your collection agreement • Homeowners typically pay for all waste services as ONE bill • Every ILA member is paying a negotiated rate based on their own tonnage, and not leveraging flow control and economies of scale
If cities stay in the SWA	• The SWA will secure binding costs to process and dispose of waste generated by each ILA member • SWA secures “most favored nation” pricing for all ILA members (a lower and more stable rate over time than an ILA member can secure independently)

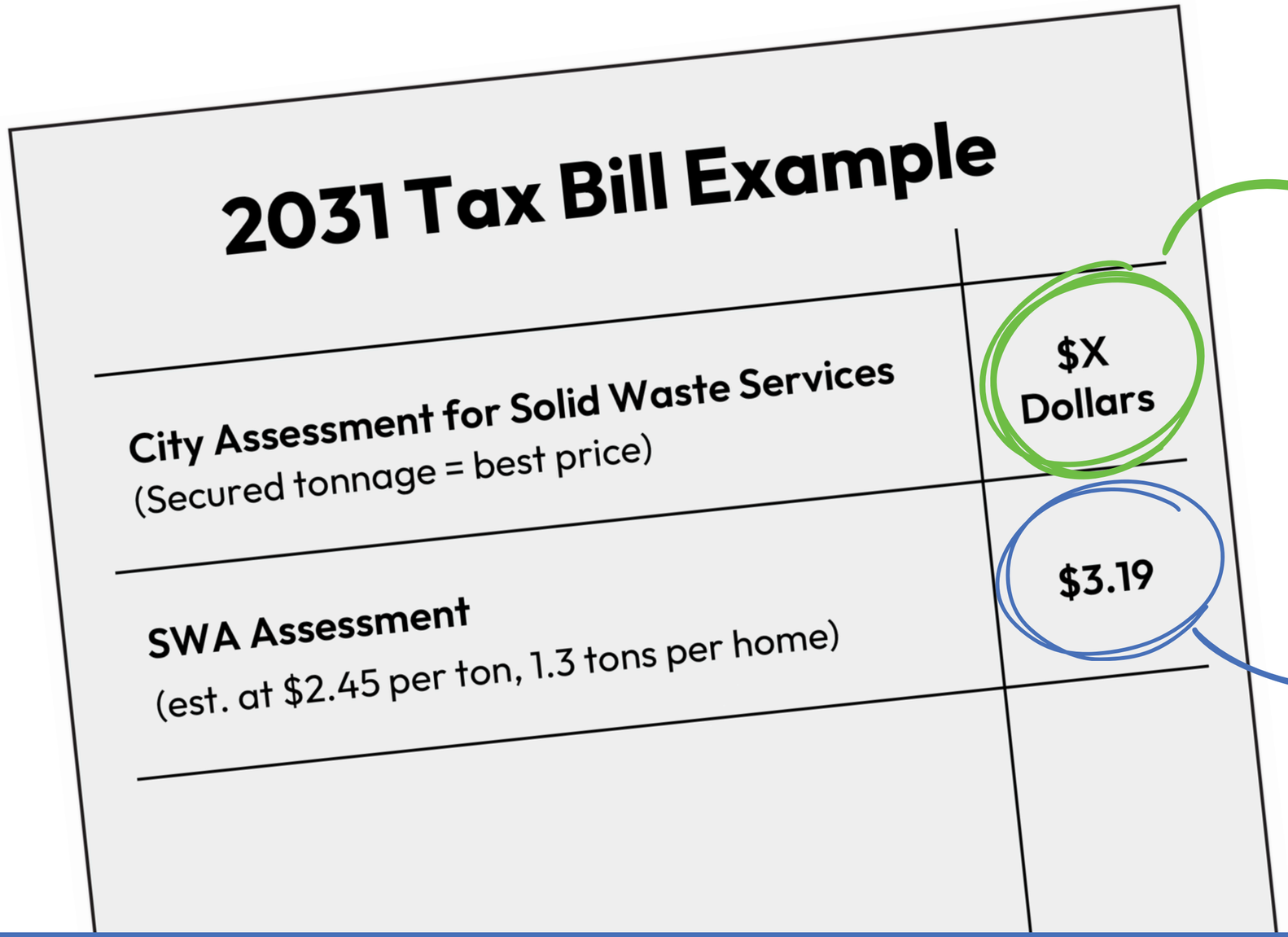
As your agreement comes up for renewal,
the disposal and processing fee will shift to the negotiated SWA tipping fee.
Goal is for decreased tipping fee to help offset the per ton surcharge.

Funding Mechanisims

Fiscal Year	Cost Type	Funding Type
FY 2027	Population	Member City Contribution
FY 2028	$2.00/ton	Surcharge
FY 2029	$2.10/ton	Surcharge
FY 2030	$2.27/ton	Surcharge/Non-Ad Valorem Assessment
FY 2031	$2.45/ton	Non-Ad Valorem Assessment
FY 2032	$2.65/ton	Non-Ad Valorem Assessment
FY 2033	$2.86/ton	Non-Ad Valorem Assessment

NOTE: The average household generates 1.3 tons/year.

Example of Non-Ad Valorem Assessment (Phase III)



This amount goes to city (just like it does now)

This Non-Ad Valorem Assessment goes to SWA

Maximum Service Charges for Materials Processing

Material Type	Est. Tipping Fee/Ton
Recyclable Materials	$110.00
Yard Trash (for disposal)	$52.56
Yard Trash (for beneficial use)	$80.00
SWD (Class I Waste)	$57.49
SWD (Class III Waste)	$52.56

Maximum service charges as of October 1, 2025. These charges will escalate on an annual basis in accordance with the established annual revenue adjustment, at a maximum, that aligns with the Producer Price Index for Solid Waste Collection (PPI-SW), Series ID: PCU562111562111, which reflects industry-specific cost escalation for solid waste collection, reported on a non-seasonally adjusted basis.

What will the Authority accomplish in each phase?

Master Plan Implementation

- **Phase I (FY 2027): Population-based member contributions**
  - Achieve the best pricing by maximizing bargaining power through economies of scale
  - Secure long-term stable and predictable costs for recycling, yard waste, and disposal
  - Set up the surcharge infrastructure that goes into effect in FY 2028
  - Expand comprehensive public education and outreach programs
  - Plan for the eight (8) recycling drop-off centers
  - Implement targeted waste stream programs including C&D, commercial recycling, and organic waste processing
- **Phase II (FY 2028-FY 2030): Tipping fee surcharge**
  - Purchase land for eight (8) recycling drop-off centers
  - Start developing and operating recycling drop-off centers
  - Continue the public education and outreach program
  - Build capital reserves to protect ILA members from market forces which could negatively impact pricing
- **Phase III (FY 2031-FY 2046): Non-ad valorem assessment**
  - Complete all eight (8) recycling drop-off centers
  - Expand diversion programs (food waste, yard waste, bulk waste)
  - Consider innovative technologies
  - Continue the public education and outreach program
  - Continue building capital reserves

Five myths we can dispel with financial modeling complete

1. **Myth:** "We can negotiate better rates alone"
Reality: Economies of scale have demonstrated bargaining power benefits to achieve the best and most stable long-term pricing. This is a proven fact in processing and disposal markets that require long-term committed tonnage.

2. **Myth:** "Cities that do not participate will get the SWA bargaining benefits"
Reality: SWA members will have "most favored nation" advantages achieved through the long-term commitment of tonnage.

3. **Myth:** "This new fee is unnecessary"
Reality: We've lost control of our economic destiny and are facing a trash and economic crisis. To avoid foreseeable significant cost increases from the market, the fee based on tonnage will maximize bargaining power and the ability of SWA members to harvest value from the waste commodity streams.

4. **Myth:** "The funding is complicated for cities"
Reality: There is minimal administrative impact to cities in Phase II (pass-through) and Phase III (non-ad valorem assessment administered by the SWA).

5. **Myth:** "It will be expensive for cities to stay in the Authority"
Reality: The surcharge and non-ad valorem assessment have minimal impact and have a dedicated goal of being offset by lower disposal and recycling costs as a result of increased bargaining power.

Unity is our strongest cost-control strategy

When cities negotiate individually, they lack buying power and expose homeowners and businesses to higher future costs.

AFFORDABILITY

Bargaining power increased through economies of scale secures more advantageous pricing for processing and disposal for every ILA member in the long term.

FAIRNESS

The Authority moves us to a financial approach based on tonnage.

STABILIZATION

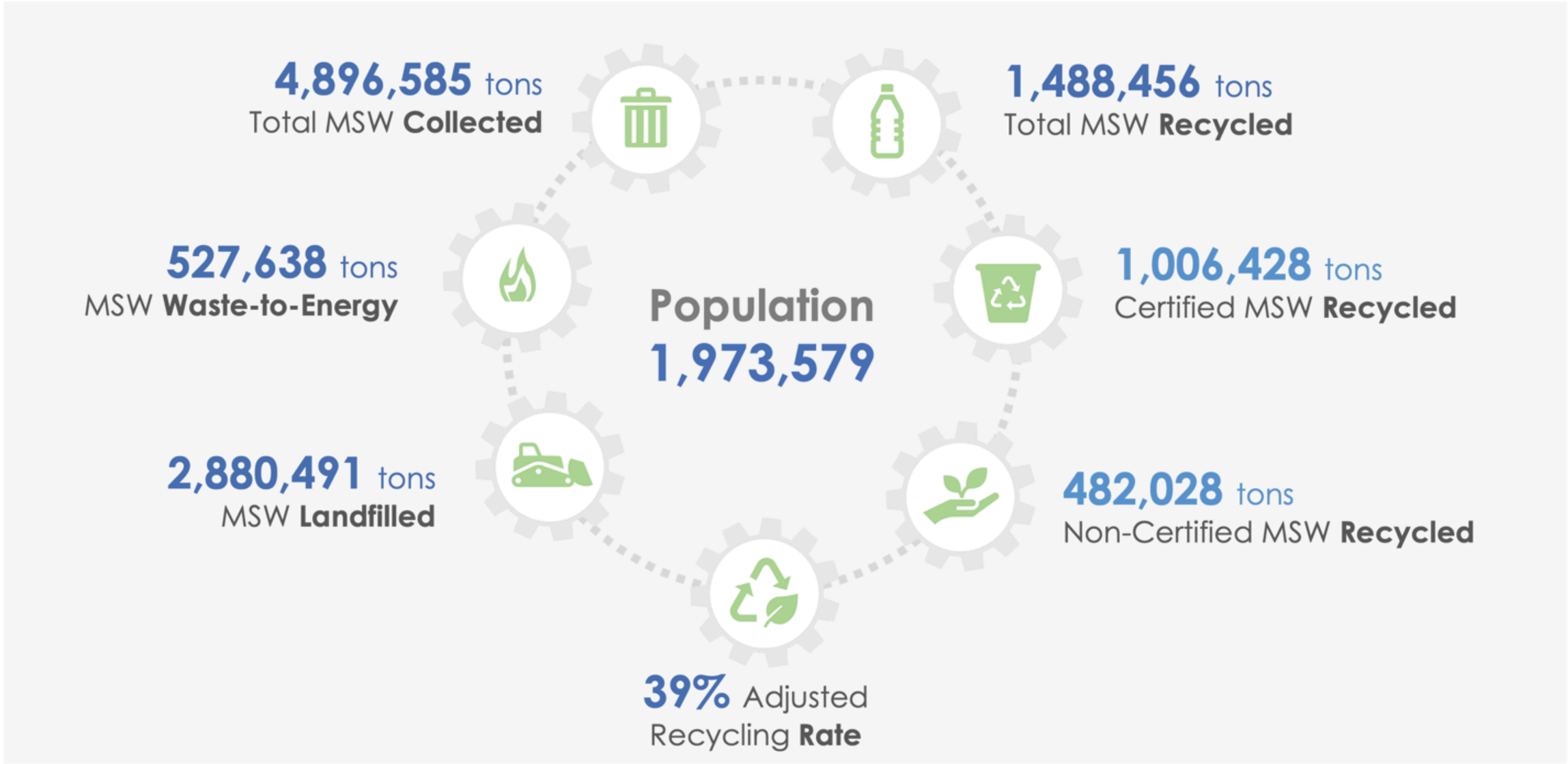
All ILA members working together hedge against exposure to market-driven rate spikes.

DECREASE LANDFILL AND WTE DEPENDENCY

By increasing our diversion rates with the programs included in the Master Plan.

The Master Plan

Project Background | Final Disposition of Municipal Solid Waste (2023)



Leverage existing infrastructure

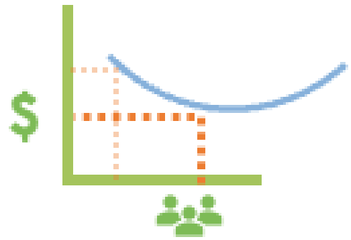
	Materials Accepted							
	1	2	3	4	5	6	7	8
Coral Springs Waste Transfer Drop-off				●	●		●	●
Deerfield Beach Main Recycling Drop-off								●
All County Waste Recycling			●	●	●		●	
WCF Deerfield Beach R&T	●	●	●		●	●	●	
WM Recycling Deerfield	●	●	●					
Coastal Waste & Recycling #4		●	●		●	●	●	
Monarch Hill Landfill	●		●	●				
Broward County North Drop-off Center				●	●			●
WM Recycling Pompano (Sun 2)		●	●		●	●	●	
Panzarella MRF		●	●		●	●	●	
Oakland Park Residential Tires Drop-off Center								
Coastal Nineteen MRF		●	●		●	●	●	
Envirocycle			●				●	
WM Davie Transfer Station	●						●	
Broward County Central Drop-off Center				●	●			●
WM Recycling Dania Beach (Sun 3)			●		●	●		
WM Recycling Oakes Road (Sun 14)		●	●		●			
Broward County South RRF	●		●		●			
Broward County Landfill		●						
Reuter Recycling of Florida	●	●	●		●			
Pembroke Park R&T	●						●	
Broward County South Drop-off Center				●	●		●	●

1 Class I MSW
2 Class III Waste
3 C&D
4 White Goods
5 Yard Trash
6 Clean Debris
7 Recyclable Materials
8 HHW/E-Waste/Tres/Food Waste/Organics

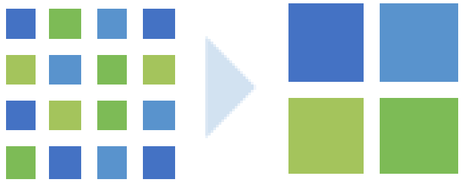
The “Journey” to 75% Recycling Goal



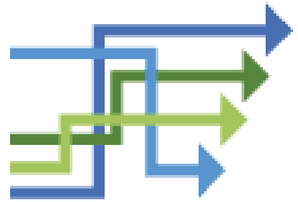
Behavior Change



Economies of Scale



Leverage Existing Infrastructure



Harmonize Services

- Refine and execute a robust education and outreach plan that supports behavior change.
- Leverage economies of scale to achieve the best pricing and for long-term financial security.
- Maximize the use of existing solid waste processing and disposal infrastructure.
- Harmonize processing and disposal services for SWA members.
- Create consensus and alignment among ILA members for the changes needed to meet the Master Plan goals.

Master Plan Programs and Deliverables

1. Maximize recycling processing services for all SWA members
2. Develop new reduction, reuse, and diversion programs and policies
    a. Construction and demolition debris
    b. Commercial recycling
    c. Yard waste
    d. Other organic waste streams
3. Develop and operate eight permanent HHW/electronics/recycling drop-off sites
4. Harmonize processing and disposal services to increase efficiency
5. Expand the education and outreach program to support behavior change



The Facilities Amendment

Facilities Amendment Key Points

SWA Allowable Facilities

- ✓ Transfer stations
- ✓ Recycling facilities
- ✓ Drop-off centers
- ✓ Organics processing facilities

Governance & Rate Controls

- ✓ All parties: inspection rights (own expense)
- ✓ County: technical review authority
- ✓ Maximum service charges set in Master Plan. Increases require:
  - Executive Committee + Governing Board
  - 2/3 population + County approval
- ✓ Amendment needs 80% population approval by SWA members to own a solid waste disposal facility

Facilities Amendment: Wind Down

Option A: County or Successor Entity Takeover	Option B: Transfer Solid Waste Services Back to Each Member
County or successor takes over system	County/municipality each responsible for its own system
Requirements: ✓ County approval ✓Approval ✓ 51% population municipal parties ✓ 55% total tonnage of all waste in county	**Asset Transfers:** • Regional assets offered to: → County → Host City → Other Parties • Non-regional assets offered to: → Host City → County → Other Parties • Any assets not accepted will be sold and proceeds distributed by population • Transferred assets must be used for solid waste (five years) • At end of five years (or if not used for solid waste): must either pay fair market value or sell • Proceeds distributed by population
Outcome: • All assets and liabilities transfer • Non-participants receive no asset value	**Outcome:** • All assets are owned by parties or sold to third parties • Value of all assets eventually distributed by population

Thank You!

Stay Connected: @BrowardSWA @SolidWasteAuthorityBC

SOLID WASTE AUTHORITY
OF BROWARD COUNTY

Plan smart. **Recycle** more. **Waste** less.

Learn more at
browardswa.org
and
browardrecycles.org

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 17A **Meeting Date:** 3/24/2026

City Reference Number (C#): C26064

Item Description:

A Resolution of the City of Sunrise, Florida, approving an "Interlocal Agreement between Broward County and the City of Sunrise to fund the design of a Regional Biosolids Solutions Facility;" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Subject to Budget Amendment Approval

Amount:
Not to exceed $5,000,000.00

ATTACHMENTS:

ATY Resolution - C26064
Interlocal Agreement for Design of Regional Biosolids Facility

Broward County Letter
2023 ILA for Regional Biosolids Study

Background:

The City of Sunrise, Utilities Department treats wastewater generated by its customers with secondary activated sludge treatment processes at each of the three treatment plants operated by the Department. The solids which are settled and dewatered are processed at the Springtree and Sawgrass Wastewater Treatment Plants (WWTP). While the Southwest WWTP's biosolids are hauled to the Sawgrass WWTP for dewatering and offsite hauling. Current regulatory options for disposal of the biosolids are haul to a residual management facility where these solids can be processed to Class A or AA standards then land apply them, or haul to a local landfill. However, local landfills won't accept biosolids most of the year due to capacity and other limiting conditions.

The Florida Administrative Code requires all biosolids to qualify as Class B (digested sludge), Class A (digested and dried), or Class AA (digested, dried and contain no heavy metals) if they are to be applied onto land or agricultural sites. The current options for disposal increase as the classification of the biosolids increases, with Class AA being the highest. The Utilities Department produces a sludge that must be further processed before it can be land applied. This additional processing is performed at a Residual Management Facility (RMF) owned and operated by the Department's hauling vendor. Hauling costs for biosolids have incrementally increased from $43.95/wet ton in 2018 to $132.00/wet ton in 2026, and further hauling cost increases are expected in the future.

Due to the challenges with processing and disposal of wastewater biosolids, coupled with escalating costs, an evaluation of alternatives to a regional approach processing and disposal of biosolids was identified. Broward County Water and Wastewater Services initiated a working group in 2022 with eleven (11) utilities including Sunrise, Broward County, Cooper City, Coral Springs Improvement District, Plantation, Pembroke Pines, Fort Lauderdale, Davie, Hollywood, Margate, and Miramar to explore regional solutions to provide a more cost effective, local, and centralized approach for the long-term management of biosolids.

On March 14, 2023 the City Commission approved the attached Interlocal Agreement (ILA) with Broward County for Regional Biosolids Solutions Study, to examine the feasibility of constructing a regional biosolids management facility in Broward County. The study was completed and recommended construction of a new Regional Facility, using Thermal Drying Technology that produces Class AA Biosolids, within an existing Broward County Water and Wastewater site. The working group reviewed the Study and supported the recommendation.

The next step towards implementation of the Regional Biosolids Solution is the execution of an Interlocal Agreement (ILA) with Broward County to jointly fund the design of the Regional Facility. The City of Sunrise accounts for approximately 10% of the proposed reserved capacity of the Regional Biosolids Facility. The cost of the facility is estimated to be $500M, which includes $50M in design costs. The City of Sunrise proportion of the design cost is $5M, based upon the estimated design cost. Broward County is negotiating the design fee and requires interested Utilities to enter into an ILA in order to determine the capacity of the proposed Regional Facility and the actual design costs. Four of the Cities that participated in the working group have already

executed their ILA, and Broward County is expecting the design to commence later in 2026. A future Interlocal Agreement will be required to address the construction funding and operation/maintenance of the Regional Facility, with construction expected to commence in 2029.

Article 8 of the ILA provides Broward County the ability to terminate this Agreement but does not afford the City of Sunrise this same ability without cause.

City staff reviewed the ILA and request permission of the City Commission to allow the Mayor to execute the ILA.

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 AN "INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE TO FUND THE DESIGN OF A REGIONAL BIOSOLIDS SOLUTIONS FACILITY"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2022, Broward County Water and Wastewater Services initiated a working group with eleven (11) utilities including Sunrise, Broward County, Cooper City, Coral Springs Improvement District, Plantation, Pembroke Pines, Fort Lauderdale, Davie, Hollywood, Margate, and Miramar to explore regional solutions for a more cost effective, local, and centralized approach to treating the biosolids from various Wastewater Treatment Plants; and

WHEREAS, in 2023, the City of Sunrise Commission approved an Interlocal Agreement (ILA) with Broward County for a Regional Biosolids Solutions Study. The study recommended a regional facility using thermal drying technology that produces Class AA Biosolids to be constructed within the Broward County Water and Wastewater site; and

WHEREAS, the parties wish to enter a new Interlocal Agreement to jointly fund the design of the regional facility.

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

Section 1. An "Interlocal Agreement between Broward County and City of Sunrise to Fund the Design of a Regional Biosolids Solutions Facility" (ILA) is hereby approved. A copy of the ILA is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the ILA.

Section 3. City staff are hereby authorized to take all actions necessary to fully perform the City's responsibilities under the ILA.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF SUNRISE
TO FUND THE DESIGN OF A REGIONAL BIOSOLIDS SOLUTIONS FACILITY

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a municipal corporation of the State of Florida ("Design Participant") (each a "Party" and collectively referred to as the "Parties") for the purpose of jointly funding a design for a regional biosolids management facility

RECITALS

A. The processing and disposal of biosolids, especially Class B biosolids, from domestic wastewater has long posed a significant challenge for utilities in South Florida, with current disposal methods limited to land application and disposal at landfills.

B. Recognizing the need for a more sustainable and cost-effective approach, Broward County Water and Wastewater Services assembled a coalition of utilities to explore regional solutions for biosolids management.

C. A regional approach offers the potential for economies of scale, enhanced resource sharing, and broader public support across multiple jurisdictions, thereby reducing the risks and challenges associated with an individual utility's biosolids management strategies.

D. The following utilities have been collaborating to explore such regional solutions: Broward County Water and Wastewater Services, Coral Springs Improvement District, the Town of Davie, and the cities of Cooper City, Fort Lauderdale, Hollywood, Margate, Miramar, Pembroke Pines, Plantation, and Sunrise (collectively, the "Regional Biosolids Solutions Working Group").

E. The members of the Regional Biosolids Solutions Working Group entered into an interlocal agreement ("Study ILA") to jointly fund a feasibility study ("Study") for the development of one or more regional facilities to manage biosolids. The Phase 1 portion of the Study was completed on May 1, 2024, and the Phase 2 portion of the Study was completed on April 16, 2025.

F. The Study provided the Regional Biosolids Solutions Working Group with valuable information concerning the feasibility of constructing a regional biosolids management facility, including viable methods of biosolids processing and disposal.

G. The Parties acknowledge that the next phase in the regional effort is to design such a regional biosolids management facility.

H. This Agreement is the second of three planned interlocal agreements among the members of the Regional Biosolids Solutions Working Group, with the third anticipated

agreement to address the construction and operation of the proposed regional biosolids management facility.

I. The Parties now desire to enter into this Agreement to contribute funds for the design of the proposed regional biosolids management facility consistent with the findings of the Study and the goals of the Regional Biosolids Solutions Working Group.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Biosolids** means the solid, semisolid, or liquid residue generated during the treatment of domestic wastewater in a domestic wastewater treatment facility, formerly known as "domestic wastewater residuals" or "residuals." The following are not included in the term: treated effluent or reclaimed water from a domestic wastewater treatment plant; solids removed from pump stations or lift stations; screenings or grit removed from the preliminary treatment components of domestic wastewater treatment facilities; other solids as defined in Chapter 62-640.200(30), Florida Administrative Code; and ash generated during the incineration of biosolids. The term does include products and treated material from biosolids treatment facilities and septage management facilities regulated by the Florida Department of Environmental Protection.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.6. **Design** means the construction documents, and all other deliverables excluding construction management services, produced by Design Consultant pursuant to the Design Contract.

1.7. **Design Consultant** means the qualified vendor preparing the Design pursuant to a binding agreement with County.

1.8. **Design Contract** means the binding agreement between Design Consultant and County.

1.9. **Facility** means the regional facility intended to receive, treat, and volumetrically reduce Biosolids prior to distribution (for use or land application) or disposal.

1.10. **Liquid Biosolids** means any Biosolids that are less than twelve percent (12%) solids by weight, or that are determined to contain free liquids as defined by Method 9095B (Paint Filter Liquids Test), November 2004, as described in Test Methods for Evaluating Solids Wastes, Physical/Chemical Methods (EPA Pub. No. SW-846), January 3, 2008, 73 Fed. Reg. 486.

1.11. **Reserve Capacity** means the fraction of the Facility's total capacity, expressed in WTPY, reserved by Design Participant for the treatment of Biosolids from Design Participant's Source Facility(ies). Reserve Capacity is based on the annual daily average of Biosolids that Design Participant intends to deliver to the Facility, as determined by the results of the Study and as further described in Article 5.

1.12. **Source Facility** means a facility that will send Biosolids to the Facility for treatment and volumetric reduction prior to distribution (for use or land application) or disposal.

1.13. **WTPY** means wet tons per year.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A **Example Calculation of Design Participant's Share of Design Cost**
Exhibit B **Biosolids Quality Specifications**

ARTICLE 3. TERM

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue in perpetuity, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 4. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME FOR PERFORMANCE

4.1. Design Cost. The total amount invoiced by Design Consultant to County, pursuant to the Design Contract, is hereinafter referred to as the "Design Cost." Design Participant acknowledges that the Design Cost will include, without limitation, the Design of the Facility and any required appurtenances to the Facility. The Design Cost will not exceed Fifty Million and 00/100 Dollars ($50,000,000).

4.2. Payment. County will pay Design Consultant. Design Participant will reimburse County for Design Participant's share of the Design Cost pursuant to Section 4.4 of this Agreement.

4.3. Time for Performance. Based on Design Consultant's progress, County will invoice Design Participant approximately every six (6) months, starting from the date the notice to proceed is issued under the Design Contract, for a portion of Design Participant's share of the Design Cost. Design Participant will issue payment in full to County within forty-five (45) days after the invoice date or be liable to County for interest on the unpaid balance at the maximum rate allowable

pursuant to Applicable Law. Upon completion of the Design, County will invoice Design Participant for the remaining balance of Design Participant's share of the Design Cost.

4.4. Division of Design Cost. Design Participant's share of the Design Cost will be calculated by multiplying the total Design Cost by the fraction of the Facility's total capacity reserved by Design Participant. The simplified calculation is illustrated below:

$$\text{Design Participant's share of the Design Cost} = \text{Design Cost} \times \frac{\text{Reserve Capacity (in WTPY)}}{\text{Facility's total capacity (in WTPY)}}$$

A detailed example of the calculation to determine Design Participant's share of the Design Cost is provided in **Exhibit A**, which is incorporated herein by reference. Design Participant's Reserve Capacity is further addressed in Section 5.1 of this Agreement.

ARTICLE 5. DESIGN AND FACILITY-RELATED OBLIGATIONS OF THE PARTIES

5.1. Reserve Capacity. Design Participant hereby reserves 27,050 WTPY as its Reserve Capacity at the Facility.

5.1.1. Commitment of Biosolids from Source Facility(ies). By executing this Agreement, Design Participant agrees to deliver each year, in compliance with Article 6, a quantity of Biosolids at least equal to seventy-five percent (75%) of its Reserve Capacity to the Facility, subject to: (i) completion of the Facility's construction; and (ii) written notice from County confirming the Facility has reached full operational status. County anticipates a ramp-up period between construction completion and full operational status.

5.1.2. Limit on County's Service Obligation. Upon the Facility's construction, including after the Facility has reached full operational capacity, County's annual obligation to accept Biosolids at the Facility from Design Participant will be limited to the Reserve Capacity. Nothing in this Agreement: (i) entitles Design Participant to deliver to the Facility quantities of Biosolids exceeding Design Participant's Reserve Capacity; or (ii) prevents the Parties from entering into future agreements to address larger quantities of Biosolids.

5.1.3. Future Agreements. If the Parties later enter into an interlocal agreement for the construction, operation, and maintenance of the Facility, that agreement will address the specific daily processing quantities and other operational terms, including any daily limits on deliveries of Biosolids.

5.2. Reserve Capacity Modification.

5.2.1. Requirement for Modification. Subject to Contract Administrator's written approval, Design Participant may modify its Reserve Capacity only if another member of the Regional Biosolids Solutions Working Group agrees either to: (i) accept a portion of

Design Participant's Reserve Capacity, or (ii) transfer a portion of its own Reserve Capacity to Design Participant.

5.2.2. Requirements for Approval. Contract Administrator's written approval of a requested modification to Reserve Capacity is contingent upon, among other matters, receipt of the following: (i) payment by the receiving member of the Regional Biosolids Solutions Working Group of all applicable principal, interest, and bond coverage charges associated with the additional Reserve Capacity; and (ii) a complete material classification of the Biosolids to be delivered by the receiving member of the Regional Biosolids Solutions Working Group.

5.3. Design Requirements and Planning Input. This section sets forth the requirements for Design Participant's projection of future Biosolids treatment needs and how those projections will be used by County to size and plan the Design.

5.3.1. Design Participant's Future Biosolids Projections. Within twenty-one (21) days after the Effective Date of this Agreement, Design Participant will submit a written projection of its anticipated Biosolids treatment volumes for a twenty (20)-year period, stated in annual daily average of WTPY. Design Participant's projection will be based on the Study results and the best available knowledge.

5.3.2. Purpose. County will use the above-referenced information to inform the Design. Design Participant acknowledges that County will balance this information against other considerations including, without limitation, the Design Cost, the economic feasibility of the Design, and the operational requirements of the Facility.

5.4. Oversight of Design Consultant, Design, and Facility. Design Participant acknowledges that entry into this Agreement does not grant any ownership right in the Facility. The Parties hereby agree that, subject only to rights expressly and specifically granted to Design Participant in this Agreement, County will have sole and exclusive oversight, authority, and discretion over the Design, administration, operation, and maintenance of Facility, including, without limitation, the sole authority to establish the annual budget; set and amend service fees, rates, and other charges, as provided in the Code; and make all decisions relating to the efficient operation and maintenance of the Facility. County will also have sole and exclusive authority over the selection, oversight, direction, and management of Design Consultant. County may revise the Design Contract schedule in its sole and exclusive discretion, including, without limitation, for delays caused by Design Consultant or delays in obtaining required approvals from regulatory agencies.

ARTICLE 6. BIOSOLIDS STANDARDS

6.1. Biosolids Quality and Compliance Requirements. Design Participant shall deliver to the Facility only those Biosolids that meet the quality specifications set forth in **Exhibit B**, which is attached hereto and incorporated by reference.

6.2. Sampling. The Parties each have the right to collect and analyze samples of Biosolids delivered to the Facility. All sampling and analysis shall comply with all Applicable Law, including, without limitation, the following:

(i) Florida Administrative Code Chapter 62-160;

(ii) 40 CFR Part 503; and

(iii) All permits issued for the Facility.

6.3. Reporting and Required Notices. Beginning in 2026, Design Participant shall:

(i) Submit to County, no later than June 1 of each year, a list of known industrial waste producers as of May 1 of the same year;

(ii) Provide copies of NPDES Form 6100-035, or equivalent data, no later than July 1 of each year; and

(iii) Notify County within forty-eight (48) hours after any current changes, and at least thirty (30) days in advance of any planned changes, that may affect the characteristics or quality of the delivered Biosolids. Such changes include, but are not limited to, modifications to headworks, treatment processes, chemical usage, dewatering methods, service area expansion, increased influent flow, or the addition of new significant industrial users.

6.4. Compliance and Enforcement. If Biosolids delivered by Design Participant fail to meet the requirements of this Agreement or if such Biosolids impede the operation of the Facility, County may:

(i) Issue a thirty (30) day written notice directing Design Participant to cease noncompliant practices;

(ii) Require full compliance within ninety (90) days after such notice, after which County may reject further deliveries if compliance is not achieved;

(iii) Require Design Participant to reimburse County for any damages, costs, and expenses incurred in achieving compliance or performing corrective actions.

6.5. Additional Design Participant Obligations. Design Participant shall ensure any and all Source Facilities under its control comply with Applicable Law, including any laws or regulations that are or may become applicable to County's Biosolids processing obligations. As necessary to meet the objectives of this Agreement, Design Participant shall also adopt, enact, and enforce such rules, regulations, or ordinances as necessary to prevent discharges by its users that would render its Biosolids noncompliant with this Agreement. Certified copies of such rules or ordinances shall be submitted to County within ninety (90) days of the Effective Date.

6.6. Exceptional or Unusual Biosolids. The Parties may enter into separate agreements for the acceptance of Biosolids of unusual character. Such agreements shall include any additional terms, conditions, or charges for Biosolids not meeting the requirements of this Agreement.

ARTICLE 7. SOVEREIGN IMMUNITY

The Parties are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent and limits provided under Applicable Law, and for all claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective agents or employees.

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other and that 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.

The provisions of this Article 7 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. TERMINATION

8.1. County's obligations under this Agreement are subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.2. Termination for Cause. This Agreement may be terminated for cause, via written notice of termination, by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Notwithstanding the foregoing, this Agreement may not be terminated by Design Participant after County has entered into the Design Contract.

Unless otherwise stated in this Agreement, termination for cause by County must be by action of the Board or by the County Administrator subject to subsequent ratification by the Board. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience effective thirty (30) days after notice of termination was provided.

8.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Design Participant. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

8.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 9. MISCELLANEOUS

9.1. Grant Application Cooperation. The Parties shall cooperate with each other to provide all information necessary for federal, state, or local funding opportunities related to the Design or the Facility.

9.2. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Design Participant shall include the foregoing or similar language in its contracts with all subcontractors.

9.3. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Design Participant to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. 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.

9.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Design Participant shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Design Participant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Design Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Design Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Design Participant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Design Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Design Participant as

Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Design Participant, or the claimed exemption is waived. Any failure by Design Participant to strictly comply with the requirements of this section shall constitute Design Participant's waiver of County's obligation to treat the records as Restricted Material. Notwithstanding the provisions of Article 7 of this Agreement, Design Participant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

9.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

9.6. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

9.7. Third-Party Beneficiaries. Neither Design Participant 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.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County
Attn: County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:
Broward County
Attn: Water and Wastewater Operations Division
2555 West Copans Road
Pompano Beach, Florida 33069
Email address: mdarmanin@broward.org

With a copy to:
Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org and mhaber@broward.org

FOR DESIGN PARTICIPANT:
City of Sunrise
Utilities Department
Attn: Rodrigo de Castro
777 Sawgrass Corporate Parkway
Sunrise., Florida 33325
Email address: rdecastro@sunrisefl.gov

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless subsequently consented thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit a Party to immediately terminate this Agreement, in addition to any other remedies available to either Party at law or in equity, all such remedies being cumulative.

9.10. 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 of this Agreement. County's or Design Participant's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Verification of Employment Eligibility. Design Participant represents that Design Participant and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of

all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Design Participant violates this section, County may immediately terminate this Agreement for cause and Design Participant shall be liable for all costs incurred by County due to the termination.

9.12. Compliance with Laws. Design Participant must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and the requirements of any applicable grant agreements.

9.13. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

9.14. Severability. 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.

9.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

9.16. 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.

9.17. 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.

9.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court,

the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF DESIGN PARTICIPANT AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.19. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Design Participant.

9.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.22. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same 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 County Administrator, authorized to execute same by Board action on the 13th day of November, 2025, and Design Participant, signing by and through its Mayor duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ 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_____
Matthew Haber (Date)
Senior Assistant County Attorney

By_____
Michael J. Kerr (Date)
Chief Counsel

MH/tb
Biosolids Design ILA 9-15-25
1169771

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF SUNRISE
TO FUND THE DESIGN OF A REGIONAL BIOSOLIDS SOLUTIONS FACILITY

DESIGN PARTICIPANT

Name: _____

ATTEST:

By: _____
Authorized Signer

_____
Municipal Clerk or Witness

_____
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:

_____
Design Participant Attorney

EXHIBIT A
EXAMPLE CALCULATION OF DESIGN PARTICIPANT'S SHARE OF DESIGN COST

This Exhibit A provides an illustrative example of how a Design Participant's share of the total Design Cost will be calculated.

1. Assumptions for Example Purposes Only

Design Cost (estimate)	$50,000,000
Facility's Total Design Capacity	270,465 wet tons per year (WTPY)
Reserve Capacity Purchased by Example Design Participant	7,200 WTPY
Facility's Daily Capacity	741 wet tons per day (≈ 270,465 WTPY*)

*The daily capacity figure (741 wet tons/day) approximates the annual total capacity when multiplied by 365 days. Minor rounding differences may occur.

2. Formula
Design Participant's share of the Design Cost is calculated as:

$$\text{Design Participant's share of the Design Cost} = \text{Design Cost} \times \frac{\text{Reserve Capacity (in WTPY)}}{\text{Facility's total capacity (in WTPY)}}$$

3. Step-by-Step Example Using 7,200 WTPY Reservation
Step 1. Fraction of Total Capacity Reserved:

7,200 WTPY ÷ 270,465 WTPY = 0.02662 (≈ 2.66%)

Step 2. Design Cost Share

$50,000,000 × 0.02662 = $1,331,000 (approx.)

Thus, a Design Participant reserving 7,200 WTPY would pay an approximate total of $1,331,000 toward the Design Cost, with payments made pursuant to Article 4.

4. Disclaimer
All assumptions, variables, and calculations in this Exhibit A, including, without limitation, the final Design Cost, Facility capacity, and Reserve Capacity, are provided solely for example purposes. They do not constitute representations, warranties, or binding commitments by any

Party.

The actual Design Cost, the Facility's final total capacity, and any Design Participant's Reserve Capacity will be determined by the executed Agreement, Design Contract, and final Design submitted by the Design Consultant.

[END OF EXHIBIT A]

EXHIBIT B
BIOSOLIDS QUALITY SPECIFICATIONS

1. Biosolids Quality Requirements
All Biosolids delivered to the Facility must meet the following minimum quality specifications:

1. Minimum solids content of thirteen percent (13%) by weight averaged over four (4) trailer loads, and not less than fifteen percent (15%) averaged over ten (10) trailer loads. All loads below the minimum average requirements will incur additional processing fees to be specified in a future agreement.
2. No lime-stabilized Biosolids will be accepted.
3. Stabilized sludge must meet Class B standards for vector attraction and pathogen reduction (Chapter 62-640, F.A.C.) or substantially similar standards as approved by the County in writing.
4. Biosolids must not interfere with the Facility's operations or the quality of end products.
5. Must be delivered in watertight, covered semi-truck or dump truck trailers, not exceeding twenty-five (25) wet tons per load.

2. Prohibited Materials
The following are not permitted:

1. Any Biosolids containing hazardous waste as defined by Chapter 62-730, F.A.C.
2. Any admixtures or foreign materials intended to artificially elevate solids content (e.g., sawdust).
3. Any Design Participant may be restricted or barred from the Facility if their Biosolids exceed the Class AA Parameter Concentrations (Pollutant Concentrations) or Ceiling Concentrations in Chapter 62-640 and 40 CFR Part 503 (Tables 1 and 2), as defined for the Class AA biosolids metal limits and listed below:

TABLE 1: Ceiling Concentrations	
POLLUTANT	**CEILING CONCENTRATIONS (MILLIGRAMS PER KILLOGRAM) DRY WEIGHT BASIS**
Arsenic	75
Cadmium	85
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7500

TABLE 2: Pollutant Concentrations	
POLLUTANT	**MONTHLY AVERAGE CONCENTRATIONS (MILLIGRAMS PER KILLOGRAM) DRY WEIGHT BASIS**
Arsenic	41
Cadmium	39
Copper	1500
Lead	300
Mercury	17
Nickel	420
Selenium	100
Zinc	2800

4. The Facility shall only accept Biosolids as defined in Chapter 62-640 F.A.C.

Public Works and Environmental Services Department
WATER AND WASTEWATER SERVICES - OPERATIONS
2555 West Copans Road • Pompano Beach, Florida 33069 • PHONE: 954-831-0810 • FAX: 954-831-0842

February 26, 2026

Rodrigo de Castro, P.E., CFM
Director of Utilities
City of Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325

Subject: City of Sunrise Biosolids

Dear Mr. de Castro:

Based on the study results you submitted and the attached letter from the County's consultant Brown and Coldwell, it has been determined that at this time the City of Sunrise's sludge has substantially similar standards to the biosolids quality specifications required in Exhibit B, Section 1, Number 3 of the Interlocal Agreement between Broward County and the City of Sunrise to fund the design of a regional biosolids solution facility.

Please note that if the quality of the sludge changes, the City of Sunrise will need to ensure the sludge remains within acceptable parameters and further testing may be required.

I am proud of the Regional Biosolids Group accomplishments to date. They took on a difficult challenge and found a collaborative solution. The City of Sunrise has been an instrumental part of crafting that collaborative solution and I am looking forward to the long-term partnership.

Sincerely,

Mark Darmanin, Director
Water and Wastewater Operations

MD/bam

Broward County Board of County Commissioners
Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
www.broward.org

1580 Sawgrass Corporate Parkway
Suite 400
Sunrise, FL 33323

T: 954.200.7611
F: 954.200.7612

February 25, 2026

Brown AND Caldwell

Mark Darmanin, Operations Director
Public Works and Environmental Services
Broward County Water and Wastewater Services
2555 W. Copans Rd.
Pompano Beach, FL 33069

Subject: City of Sunrise Biosolids

Dear Mr. Darmanin:

As you are aware, the City of Sunrise (City) has been a member of the Regional Biosolids Solutions Working Group and does not currently produce Class B biosolids. At the City's request, Brown and Caldwell evaluated the stability of the City's waste activated sludge (WAS) and compared it to a Class B biosolids sample from the Broward County North Regional Wastewater Treatment Plant (BCNRWWTP). The evaluation included laboratory testing to quantify carbon dioxide and ammonia emissions, moisture release and physical observations over a five-day simulated storage period. Test results from the three biosolids samples, WAS from the City's two WWTPs and Class B biosolids from the BCNRWWTP, were similar and remained constant throughout the test period.

Based on these analytical results and observed performance, the City of Sunrise's biosolids demonstrated substantially similar stability characteristics to those exhibited by Class B biosolids from the BCNRWWTP. Accordingly, the City's biosolids are considered suitable for thermal drying in Broward County's planned regional dryer facility.

Please let us know if you need any further clarification.

Sincerely

Brown and Caldwell

DJ Wacker, PE
Southeast Area Practice Leader – Biosolids and Energy

Celia D. A. Earle, Ph.D., BCEEM
Vice President

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND City of Sunrise FOR REGIONAL BIOSOLIDS SOLUTIONS STUDY

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a Municipal Corporation of the State of Florida ("Study Participant") (each a "Party" and collectively referred to as the "Parties") for the purpose of jointly funding a regional biosolids solutions study to inform the feasibility of constructing a biosolids management facility.

RECITALS

A. The processing and disposal of domestic wastewater Class B biosolids has long been a challenge for utilities in South Florida. Currently, the only solution available to dispose of biosolids is a mixture of land application and landfills.

B. Recognizing this uncertainty, Broward County Water and Wastewater Services assembled a group of utilities to explore regional solutions. A regional approach may offer economies of scale and resources and may achieve multi-jurisdictional public support, thereby allowing participating utilities to diversify and decrease the risk associated with management strategies.

C. With this regional approach in mind, the following utilities have been collaborating to explore solutions: Broward County Water and Wastewater Services, Coral Springs Improvement District, Town of Davie, and the cities of Cooper City, Fort Lauderdale, Hollywood, Margate, Miramar, Pembroke Pines, Plantation, and Sunrise (collectively, the "Biosolids Solutions Working Group").

D. The Study (defined below) is intended to provide the Biosolids Solutions Working Group with information concerning the feasibility of constructing a regional biosolids management facility, biosolids processing and disposal more generally, biosolids technologies, process improvements, and holistic alternatives that incorporate both sludge treatment, co-treatment of organics, and energy generation and reuse.

E. The Parties acknowledge that future studies may be necessary to analyze environmental impacts or to develop plans for new facilities or capital improvements.

F. The Parties further acknowledge that, following the Study's completion, an additional interlocal agreement may be necessary to share the costs of constructing a regional biosolids management facility.

G. Accordingly, the Parties desire to enter into this Agreement to further the Biosolids Solutions Working Group's goals by contributing funds to procure the Study, which will provide information critical to the process of constructing a regional biosolids management facility.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Biosolids** means the solid, semisolid, or liquid residue generated during the treatment of domestic wastewater in a domestic wastewater treatment facility, formerly known as "domestic wastewater residuals" or "residuals." The following are not included in term "biosolids:" treated effluent or reclaimed water from a domestic wastewater treatment plant; solids removed from pump stations or lift stations; screenings or grit removed from the preliminary treatment components of domestic wastewater treatment facilities; other solids as defined in Chapter 62-640.200(30), Florida Administrative Code; and ash generated during the incineration of biosolids. The term "biosolids" includes products and treated material from biosolids treatment facilities and septage management facilities regulated by the Florida Department of Environmental Protection.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

1.6. **Facility** means the proposed regional facility or facilities intended to manage biosolids.

1.7. **Final Study Report** means the document produced by the Study Consultant that describes the Study's findings.

1.8. **Study** means the Study to gauge the feasibility of building the Facility.

1.9. **Study Consultant** means the qualified vendor conducting the Study pursuant to a binding agreement with County.

1.10. **Study Contract** means the agreement between the Study Consultant and County.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A	**Proposed Study Scope of Services**
Exhibit B	**Estimated Study Budget and Study Participant Contributions**

ARTICLE 3. TERM

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue in perpetuity, unless earlier terminated pursuant to the terms of this Agreement.

3.2. Automatic Termination. If, by April 24, 2023 ("Automatic Termination Date"), members of the Biosolids Solutions Working Group meeting or exceeding sixty percent (60%) of the total Biosolids produced by the entire Biosolids Solutions Working Group during fiscal year 2021, as shown in Exhibit B, have not executed agreement(s) to fund the Study, then this Agreement shall be void and of no effect on the Parties.

ARTICLE 4. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME OF PERFORMANCE

4.1. Study Cost. The total final cost of the Study invoiced by Study Consultant to County is hereinafter referred to as the "Study Cost." The Study Cost shall not exceed Two Hundred Fifty-Eight Thousand Nine Hundred Thirty-Nine and 20/100 Dollars ($258,939.20).

4.2. Payment. County shall pay the Study Consultant and Study Participant shall reimburse County for Study Participant's portion of the Study Cost pursuant to Section 4.4 of this Agreement.

4.3. Time of Performance. Study Participant shall issue payment in full to reimburse County for its portion of the Study Cost within ninety (90) days of Study Consultant's delivery of the Final Study Report.

4.4. Division of Study Cost. Exhibit B contains estimates of the contributions owed by County and Study Participant to the Study Cost. As shown in Exhibit B, the division of the Study Cost among County, Study Participant, other members of Biosolids Solutions Working Group, or other local governments is based on the percentage of the total Biosolids produced in Broward County, Florida by each participant during fiscal year 2021. If the estimated Study Cost shown on Exhibit B is different than the actual Study Cost, or the number of participants is different from what is shown on Exhibit B, the County's share and Study Participant's share of the Study Cost will be adjusted to reflect each Party's percentage of the total Biosolids produced by the participants during fiscal year 2021.

ARTICLE 5. OTHER OBLIGATIONS OF THE PARTIES

5.1. Study Consultant Selection Process. County has retained a qualified Study Consultant to perform the Study. County shall act as the contract administrator in connection with the Study Contract.

5.2. Cooperation with Study Consultant, County, and Biosolids Solutions Working Group. Study Participant shall provide Study Consultant, the Biosolids Solutions Working Group, and County with information reasonably requested to further the objectives of the Study.

ARTICLE 6. SCOPE OF THE STUDY

6.1. The Study shall conform to industry best practices. The most-current scope of the Study ("Study Scope") proposed as of the Effective Date is attached as Exhibit A to this Agreement.

6.2. Study Participant acknowledges and understands that the final scope of the Study as contained in the Study Contract may be modified based on County's negotiations with Study Consultant.

ARTICLE 7. NON-INDEMNIFICATION

The Parties are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent and limits provided under applicable law, and for all claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective agents or employees.

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other and that 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.

The provisions of this Article 7 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. TERMINATION

8.1. County's obligations under this Agreement are subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.2. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by either Party due to Study Consultant's failure to initiate the Study. Notwithstanding the foregoing, this Agreement may not be terminated by Study Participant after County has entered into the Study Contract.

Unless otherwise stated in this Agreement, termination for cause by County must be by action of the Board or the County Administrator. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience effective thirty (30) days after such notice was provided.

8.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Study Participant. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the

County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

8.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 9. MISCELLANEOUS

9.1. Nondiscrimination. No Party 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. Study Participant shall include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Study Participant to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. 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.

9.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Study Participant shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Study Participant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Study Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Study Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Study Participant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Study Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Study Participant as

Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Study Participant, or the claimed exemption is waived. Any failure by Study Participant to strictly comply with the requirements of this section shall constitute Study Participant's waiver of County's obligation to treat the records as Restricted Material. Study Participant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

9.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

9.5. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.

9.6. Third-Party Beneficiaries. Neither Study Participant 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.

9.7. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Study Participant. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County
Attn: County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:
Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org and mhaber@broward.org

FOR STUDY PARTICIPANT:
Director of Utilities
777 Sawgrass Corporate Pkwy.
Sunrise, FL 33325
Email address: twelch@sunrisefl.gov

9.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless subsequently consented thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit a Party to immediately terminate this Agreement, in addition to any other remedies available to either Party at law or in equity, all such remedies being cumulative.

9.9. 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 of this Agreement. County's or Study Participant's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.10. Compliance with Laws. Study Participant must comply with all Applicable Law, including, without limitation, without limitation, the 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, and the requirements of any applicable grant agreements.

9.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

9.12. Severability. 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.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

9.14. 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.

9.15. 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.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF STUDY PARTICIPANT AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Study Participant.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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 County Administrator, authorized to execute same by Board action on the 24th day of January, 2023, and Study Participant, signing by and through its Mayor duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By: _____
County Administrator

26th day of April, 2023

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

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 Matthew Haber Digitally signed by Matthew Haber Date: 2023.04.25 11:21:00 -04'00'
Matthew Haber (Date)
Assistant County Attorney

By MICHAEL KERR Digitally signed by MICHAEL KERR Date: 2023.04.25 12:57:19 -04'00'
Michael J. Kerr (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND City of Sunrise FOR REGIONAL BIOSOLIDS SOLUTIONS

STUDY PARTICIPANT

Name: _____

ATTEST: By: _____
Authorized Signer

Mayor Michael J. Ryan

Municipal Clerk or Witness
Felicia M. Bravo, City Clerk

Print Name

CITY OF SUNRISE FLORIDA CORPORATE SEAL 1961 A MUNICIPAL CORPORATION

20 day of April, 2023

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Thomas P. Moss

Study Participant Attorney
~~Kimberly A. Kisslan~~ Deputy, City Attorney
Thomas P. Moss

EXHIBIT A
Proposed Study Scope of Services

BACKGROUND

Processing and disposal of domestic wastewater biosolids ("Biosolids") has long been a challenging activity for South Florida utilities. South Florida utilities currently use a mix of land application and landfills to dispose of Biosolids.

The future of Biosolids handling and disposal is uncertain in view of:

1. Decreasing landfill space for Biosolids;
2. A decreasing number of potential land application sites for Biosolids;
3. Community opposition to utilizing land application of Biosolids;
4. Increased costs of utilizing land application of Biosolids as a disposal strategy; and,
5. Regulatory uncertainty concerning Biosolids disposal over the long term.

Recognizing this uncertainty, a group of utilities was assembled by Broward County Water and Wastewater Services ("WWS") to explore potential regional solutions. A regional approach may offer economies of scale and resources and may achieve multi-jurisdictional public support, thereby allowing participating utilities to diversify and decrease the risk associated with management strategies. Utilities participating to explore this proposed regional approach include Broward County Water and Wastewater Services, the City of Cooper City, the Coral Springs Improvement District, the Town of Davie, the City of Fort Lauderdale, the City of Hollywood, the City of Margate, the City of Miramar, the City of Pembroke Pines, the City of Plantation, and the City of Sunrise

WWS has issued this Work Authorization for Brown and Caldwell ("CONSULTANT") to perform services, pursuant to its agreement with Broward County, to address a regional approach to the processing and disposal of Biosolids. This Work Authorization authorizes the investigations needed to inform a Regional Biosolids Management Plan.

The information resulting from such investigations is intended to enable the participating utilities to determine the feasibility of a centralized, regional system to manage Biosolids. This scope was developed with participating utilities. Four (4) potential tracks for implementation of a regional Biosolids management system have been suggested by the participating utilities:

1. Track 1 — Utility Control: Direct ownership and control of facilities by WWS or by WWS and the participating utilities.

2. Track 2 — Participation in an Existing Regional System: Implementation of a regional Biosolids management alternative may consist, at least in part, of participation in an existing regional system.

3. Track 3 — Public/Private Partnership: The potential regional Biosolids management system participating utilities may elect to create a public/private partnership to share ownership, operations, maintenance, and management of the regional Biosolids management system.

4. Track 4 — Privatization: The participating utilities may elect private ownership, operation, and maintenance of the regional Biosolids management system.

This scope of services has been separated into two (2) phases as follows:

1. **Phase 1 – Data Development**: Compilation, analysis, and summary of key data by CONSULTANT.

2. **Phase 2 – Regional Planning Alternatives Analysis**: Evaluation of data and development of a plan that addresses Tracks 1,2, 3 and 4 by CONSULTANT.

Based on Phases 1 and 2, described above, WWS may decide to initiate an additional phase ("Optional Phase 3") through the issuance of a separate work authorization. The purpose of Optional Phase 3 would be to provide WWS and participating utilities with information and analysis sufficient to determine whether a regional facility/facilities is warranted by the participating utilities, or any subset of the participating utilities, based on both financial and non-financial factors.

PHASE 1 - DATA DEVELOPMENT

TASK 1.1 — Evaluation of Existing Conditions and Systems

1.1.1 Biosolids Quantities and Characteristics

CONSULTANT will compile available existing data in a database relative to Biosolids quantities and characteristics from the participating utilities identified by WWS. A table will be prepared by CONSULTANT to present the quantity, basic characteristics, disposal practices and generation site for each participating utility. The data will be utilized as a baseline reference in subsequent planning tasks.

1.1.2 Biosolids Management Studies/Practices by Neighboring Utilities

Biosolids management plans have been recently implemented or are currently being prepared by the Miami-Dade Water and Sewer Department, the Palm Beach County Solid Waste Authority, St. Lucie County, the City of Hollywood, Broward County, and others. These plans will be reviewed by CONSULTANT to identify the most current Biosolids management plans and practices within the South Florida area. Also, methods for processing, disposal and/or beneficial reuse of Biosolids and actual or estimated costs will be identified by CONSULTANT, where available.

CONSULTANT'S Deliverables and Task Assumptions

1. Deliverable - Maps (including, without limitation, of potential sites for regional Biosolids management facility/facilities) and tabulated data summary.

2. Participating utilities will cooperate in providing detailed information about historical Biosolids generation, characteristics, disposal, and management practices.

3. Where required, WWS will provide CONSULTANT with points of contact at neighboring utilities to facilitate information collection about existing practices and future plans.

TASK 1.2 — Projection of Future Conditions

1.2.1 Current Biosolids and Residuals Quantities and Characteristics

CONSULTANT will compile quantities and characteristics of Biosolids managed by WWS and participating utilities identified by WWS. This activity will rely on data available from periodic regulatory reporting (quantities and characteristics), available contract data (unit costs, renewal cycle, and pertinent obligations) and historical data compiled and furnished by each utility. Supporting background data on each existing Biosolids system (e.g. process configuration, chemical usage, storage/handling facilities, stabilization practices, biogas generation/utilization, capacity utilization, etc.) will be collected and compiled by CONSULTANT for each participating utility.

1.2.2 Biosolids Forecast

A preliminary forecast of anticipated Biosolids production over a planning horizon will be prepared by CONSULTANT based on readily available information and simplifying assumptions. This will likely be based on population projections. CONSULTANT's forecast is not intended to be definitive, but rather provide an initial bases for conceptually framing future requirements.

TASK 1.3 — Evaluation of Rules and Regulations

CONSULTANT will provide an assessment of the regulatory outlook for Biosolids management on both the federal and state level and examine current trends in Biosolids end management. Potential impacts of regulations on markets for Biosolids will be evaluated by CONSULTANT within this task. As part of CONSULTANT's evaluation(s), CONSULTANT will analyze how regulations, current or proposed, might impact: (i) the feasibility of different technologies and (ii) potential capital and operating costs of a regional Biosolids management facility/facilities. This will be discussed in the workshops prior to deciding which technologies to analyze further. CONSULTANT will:

1. Determine if regulatory agencies will encourage and support a regional approach;
2. Identify any potential legal and/or regulatory roadblocks to using technologies identified;

3. Consider the impact of new regulations on end-use Biosolids practices and associated risks; and
4. Provide updates on potential new restrictions regarding waste products, such as per-and polyfluoroalkyl substances (PFAS) and/or other emerging pollutants of concern.

TASK 1.4 — Preliminary Market and Value Chain Review

CONSULTANT will perform a preliminary end-use Biosolids market study to determine the economics associated with reuse of Class A and Class B Biosolids products, or other products such as biogas, biochar, and struvite fertilizer. CONSULTANT will determine the best value such potential products with the goal of preliminarily characterizing end user market potential, preferred product characteristics by end user type, unmet needs within the existing markets, competing Biosolids products in the Florida marketplace, trends in various end user preferences, and product value. The following sources of information will be reviewed by CONSULTANT:

1. FDEP Database on Biosolids Use Practices. FDEP maintains and regularly updates data on the source, end use, quantities of Class AA Biosolids utilized within the state of Florida.
2. Existing Distributors of Biosolids Products. A survey will be conducted of up to three distributors of Class AA Biosolids products in Florida to receive input regarding trends in product preferences, unsatisfied market needs, and other considerations to weigh in development of a market oriented Biosolids program.
3. High-Level Assessment of Potential Value-Added Revenue Generating Options – opportunities to reduce carbon footprint by optimizing and beneficially utilizing biogas could potentially lower cost and produce revenue generating opportunities. These options will be conceptually explored.
4. Data compiled from Tasks 1.1, 1.2, and 1.3. as well as under this Task, 1.4, will be compared and used for a preliminary review of the marketability of the product from the alternative Biosolids technologies and alternative configurations analyzed in Phase 2. Results of the preliminary market review will be summarized in a memorandum. Based on the preliminary market and value chain review, technologies discussed here to capture that value will be analyzed under Phase 2 with the CONSULTANT's Solids Water Energy Evaluation Tool (SWEET) Model.

PHASE 2 - REGIONAL PLANNING ALTERNATIVES ANALYSIS

TASK 2.1— Technology Alternatives Analysis

A broad range of technologies must be considered by CONSULTANT for the facilities and co-treatment of wastewater solids and available organics, each generating different end products, odors, and emissions. CONSULTANT will present available technologies to support solids handling capacity for the Participant Utilities.

Typical potential technologies that will be reviewed by CONSULTANT include the technologies listed below. If CONSULTANT determines other applicable alternatives that are not listed are

suitable, those will also be examined by CONSULTANT. Selection of the technologies to be reviewed will depend upon previous data collected in this study, especially related to market assessment. and anticipated regulatory limitations, such as PFAS.

2.1.1 Thermal Drying. This subtask includes the following major thermal drying technologies including Rotary Drum Dryers, Vertical Thin Film Dryers, Jacketed Hollow-Flight Dryers, and Fluid Bed Dryers.

2.1.2 Chemical Stabilization. This subtask includes the following chemical stabilization processes including Post Lime Stabilization, N-Viro Soil Process and Bioset.

2.1.3 Composting. This subtask includes the following composing systems as potential Biosolids management alternatives for this plan including aerated static pile; windrow; aerated windrow, membrane covered pile, hybrid compost systems and in-vessel.

2.1.4 Thermal Conversion and High Temperature Combustion. This subtask includes the following systems as potential Biosolids management alternatives for this plan including incineration with heat recovery, electric hydrolysis, biological hydrolysis and thermal hydrolysis.

This initial assessment by CONSULTANT will provide technical, performance, and environmental information on Biosolids stabilization technologies. Under this task, technologies may be eliminated due to a fatal flaw or implementation considerations. Technologies selected in this task will be included in the alternatives analysis.

TASK 2.2 – Alternatives Analysis: Solids Water Energy Evaluation Tool (SWEET) Model

Biosolids technologies, and process improvements selected in prior tasks will be developed by CONSULTANT into alternatives under this task. Alternatives will be screened in two iterations during workshops with Participating Utilities.

CONSULTANT will develop and present an initial set of holistic alternatives that incorporate both sludge treatment, co-treatment of organics, and energy generation/reuse, based on our understanding of the goals and objectives for the project and CONSULTANT experience. These initial concepts will be presented for acceptance, modification, or removal. An initial run of the SWEET Model will be conducted and presented for review, comment and refinement or reconfiguration. The first holistic alternatives will be presented in an initial workshop; the balance of the workshop will be used to further refine the presented alternatives and/or to create new or eliminate options. At this first screening level of analysis, inputs may be based on a relative comparison between alternatives, as opposed to significant effort developing specific and detailed inputs for each alternative.

Upon WWS' approval, the remaining and newly revised alternatives presented and developed in

the workshop will be refined by CONSULTANT using SWEET. Output from SWEET (net present value, Biosolids volumes and O&M considerations other essential decision metrics) will be presented by CONSULTANT for review and comment and further revision by WWS.

Following this workshop, a refined set of alternatives will be developed by CONSULTANT, which may include alternatives discussed at that workshop, as well as alternatives developed as a result of:

1. New questions that will likely arise from the results of the initial analysis performed. Options can be developed that allow further optimization concepts that arise in the workshop setting.
2. New hybrid options that will be created from positive elements of different options. For example, generally positive solutions can often have "bad elements"; these can be replaced with better concepts to lead to further optimized solutions.

CONSULTANT will model the alternatives developed as a result of (1) and (2) above and the previous workshops in SWEET. Inputs may be based on a relative comparison between alternatives, as opposed to significant effort developing specific and detailed inputs for each alternative. Output from SWEET will provide participating utilities with information on net present value, O&M considerations and Biosolids and residual volumes. At the conclusion of the workshop, the list of alternatives will be reduced to two alternatives. Along with the SWEET model, CONSULTANT will develop Planning Level cost estimates and Identify Non-Financial Criteria for comparison.

Alternative Cost Estimates

These estimates are considered accurate to support alternatives prioritization. These will be presented utilizing the SWEET tool, so that costs can be adjusted to examine sensitivities. Cost evaluation by CONSULTANT will include:

1. Development of a concept-level capital cost estimate for the regional facility options
2. Development of a concept-level operating and maintenance cost estimate for the regional facility options
3. Evaluation of revenue potential from a regional facility
4. Evaluation of sensitivity of the regional facility economics as appropriate to identified variables
5. Identification of possible cost benefits to biogas utilization if incorporated into a regional facility/facilities

The costs developed by CONSULTANT through this Alternatives Analysis will be completed for comparative purposes and consist of order of magnitude cost estimates.

Non-Financial Criteria

The outcome of workshops in Task 2.2 will result in the selection of alternatives for consideration by WWS and participating utilities. Included in this Task will be the development of high-level

assessments of the comparative impacts and benefits of the alternatives to facilitate decision making and creation of the preferred alternative. Impacts will include social and environmental impacts such as odor potential, air emissions, traffic, consumption of non-renewable resources, offsets of non-renewables through Biosolids, residuals or biogas beneficial use, etc. Analysis will also include operational considerations such as reliability, flexibility, ease of operation, maintenance requirements, etc. The non-monetary criteria will serve to supplement the decision-making process, particularly in the event that top alternatives have very similar or equal quantitative benefits resulting from the SWEET analysis.

CONSULTANT shall identify and assess non-cost benefits and challenges associated with a regional facility, including:

1. Renewable Energy Production
2. Greenhouse Gas Offsets
3. Diversification of assets, treatment technologies, and reuse outlets
4. Integration of existing assets into the recommended plan to provide greater redundancy and diversification of technologies
5. Operational complexity
6. Regulatory challenges
7. Community Impacts
8. Public Outreach Requirements

A preliminary list of non-monetary criteria will be presented as part of a workshop. The participating utilities will provide feedback as to the relative importance of the criteria, the criteria considered, and their prioritization in the overall decision-making process.

TASK 2.3 – Site Assessment Alternatives

2.3.1 Determine Site Requirements

Based on the technology application(s) that most closely align with end user market requirements, there will be development by CONSULTANT of alternative conceptual site layouts that conservatively establish footprint requirements that are adequate to meet the forecasted needs throughout the planning horizon while providing space for future expansion. Site requirements will be developed by CONSULTANT for up to three layout configurations (could be variations in technology and site layouts as well as long-term expansion needs). The preliminary site requirements established in this subtask will serve as the basis for evaluating alternative sites.

2.3.2 Local Sites

CONSULTANT will evaluate the existing sites in Broward County as potential locations for Biosolids processing facilities. CONSULTANT will examine up to four (4) sites including landfill sites, vacant land and land adjacent to treatment sites to discuss potential scope of the

initiative, and generally explore interest in a mutually beneficial collaboration, site availability, limiting considerations and potential concerns to address. Based on the initial interest, CONSULTANT will conceptually evaluate alternative sites with the goal of characterizing the following:

1. Adequacy of available sites to size a Biosolids processing facility (sizes, shapes and accessibility).
2. Availability of utilities (power, natural gas, water, wastewater collection, reclaimed water) in vicinity of each potential site.
3. Opportunities to collaboratively develop synergies that benefit all parties – inclusive of energy savings due to co-located activities, reciprocal measures, and other opportunities identified.
4. Identify County-owned and large vacant parcels that could potentially be acquired/utilized for siting a future Biosolids processing facility. Identify preferred alternative sites to consider for further investigation and potential acquisition/retention.

TASK 2.4 — Delivery Model Alternatives

Four (4) potential tracks for implementation of a regional Biosolids management approach are proposed. CONSULTANT will analyze each potential track, described below, to summarize advantages and disadvantages associated with each of the following:

TRACK 1 – UTILITY CONTROL

Develop and summarize goals of the participating utilities for the regional Biosolids management system as they apply to participation under a utility-controlled system. Compile, evaluate and summarize information to support consideration of participation in a utility-controlled system. Provide a summary of key considerations, issues, concerns to address and recommendations to ensure that the goals of the participating utilities are meet by participation inutility-controlled alternatives. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

TRACK 2 – PARTICIPATION IN AN EXISTING REGIONAL SYSTEM

Develop and summarize goals of the participating utilities for the regional Biosolids management system as they apply to participation in an existing system. Evaluate and summarize information regarding existing nearby regional Biosolids management systems. Compile, evaluate and summarize information to support consideration of participation in a regional system. Provide a summary of key considerations, issues, concerns to address and recommendations to ensure that the goals of the participating utilities are meet by participation in existing regional system alternatives. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

TRACK 3 — PUBLIC / PRIVATE PARTNERSHIP

Develop and summarize goals of the participating utilities for the regional Biosolids management system as they apply to participation in a public/private partnership. Evaluate and summarize information from potential partners. Compile, evaluate and summarize information to support consideration of participation in a public/private partnership. Provide a summary of key considerations, issues, concerns to address and recommendations to ensure that the goals of the participating utilities are met. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

TRACK 4 — PRIVATIZATION

Develop, solicit, and summarize goals of the participating utilities for the regional Biosolids management system as they apply to the privatization implementation track. Evaluate and summarize information to support consideration of privatization as the means to implement a regional system. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

If WWS chooses to further analyze the specific steps, resources, and data needed to implement a specific track, such analysis will require an additional work authorization or amendment to this Work Authorization or, in WWS' sole discretion, a separate solicitation.

TASK 2.5 - Recommendation on Optional Phase 3 Study

Based on Phases 1 and 2, CONSULTANT will recommend whether further analysis of a regional facility/facilities is warranted by the participating utilities based on financial and non-financial factors. CONSULTANT will facilitate selection of priority projects within the preferred alternative to develop a proposed path forward from this Phases 1 and 2 study.

Under this task, the CONSULTANT will integrate the information gathered in the above tasks to summarize the results of Phases 1 and 2:

1. Overall solids handling future strategy goals, objectives and vision for solids handling operation.
2. Necessary coordination with outside stakeholders.
3. Identification of trigger points (regulations, tip fees, energy costs/revenues) that may cause participating utilities to initiate regionalization.

CONSULTANT will conduct a workshop in conjunction with this task. This workshop will establish a roadmap for implementing Optional Phase 3, which may include legal requirements, institutional framework additional technology or site location review or further cost estimate and market refinement.

TASK 2.6 - Regional Biosolids Solutions Plan Report and Administration

The Regional Biosolids Solutions Plan Report will be prepared by CONSULTANT in a concise executive summary format with supporting exhibits included as attachments. CONSULTANT will structure this report to convey key findings, promising alternatives, associated uncertainties and recommended next step considerations to diverse stakeholders including technical, policy, regulatory and community groups. A PowerPoint summary will also be prepared by CONSULTANT for use among various stakeholder groups.

2.6.1 — Administration

CONSULTANT will coordinate Subconsultant activities, develop and monitor a project work plan and schedule for major activities, and provide monthly updates of progress to the participating utilities.

2.6.2 — Quality Assurance and Quality Control

CONSULTANT will perform quality assurance and quality control review with in-house peers in advance of any submittals to the Participating Utilities.

2.6.3 — Presentations

CONSULTANT will develop and provide presentation charts in PowerPoint format to summarize results of findings at key points in the study –one (1) set for each of the planned meetings summarized below.

TASK 2.6.4 – Meeting Participation

CONSULTANT will participate in a total of seven (7) meetings including:

Data compilation — Two (2)
Review of Rules and Regulations and Market Assessment – One (1)
Alternatives Analysis using SWEET Tool – Two (2)
Review of Site Assessments and Delivery Models –One (1)
Review of Recommendations for Optional Phase 3 – One (1)

2.6.5 – Executive Summary and Report

A final report will be prepared by CONSULTANT to present the findings of all previous tasks performed as part of this plan. A digital copy of the draft report will be provided to the participating utilities for review and comment. All comments received by the CONSULTANT from a consensus of the participating utilities will be addressed / incorporated into the Final Report. A copy of the final report will be provided by CONSULTANT to each participating utility identified by WWS within three (3) weeks following receipt of the comments.

An executive summary PowerPoint will be prepared by CONSULTANT of the final report. The executive summary will be used for a brief informational document. All comments received by CONSULTANT from a consensus of the participating utilities will be addressed / incorporated into the final document.

[END OF EXHIBIT A]

EXHIBIT B

Estimated Study Budget and Study Participant Contributions

The estimated total Study Cost will not exceed $258,939.20. The table below is intended to demonstrate each potential Study Participant's share of the Study Cost, assuming 100% participation. The table contains the Biosolids in dry metric tons produced by each potential Study Participant as reported in Fiscal Year 2021, which was used to determine each potential Study Participant's share of the Study Cost. If the actual Study Cost is less than $258,939.20 or if less than 100% participation is achieved, the County's share and Study Participant's share of the Study Cost will be adjusted to reflect each Party's percentage of the total Biosolids produced in dry metric tons by the participants during fiscal year 2021.

Study Participant	**2021 Dry Metric Tons**	**Percentage based on 100% Participation**	**$258,939.20 Study with 100% Participation**
Broward County	13,629	36.0%	$93,285.79
City of Fort Lauderdale	5,500	14.5 %	$37,645.60
City of Hollywood	11,501	30.4 %	$78,720.36
City of Margate	743	2.0 %	$5,085.44
City of Miramar	1,662	4.4 %	$11,375.50
City of Pembroke Pines	424	1.1 %	$2,901.25
City of Plantation	925	2.4 %	$6,333.52
City of Sunrise	2,327	6.2 %	$15,926.94
Cooper City	453	1.2 %	$3,098.46
Coral Springs Improvement District	292	0.8 %	$1,995.68
Town of Davie	376	1.0 %	$2,570.66
TOTAL	**37,831**	**100%**	**$258,939.20.**

CITY CLERK
CITY OF SUNRISE
2023 MAR 15 PM 4:34

SUNRISE, FLORIDA

RESOLUTION NO. 23-39

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PARTICIPATING MUNICIPALITIES FOR REGIONAL BIOSOLIDS SOLUTIONS STUDY;" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County Water and Wastewater Services initiated a working group in 2022 with eleven (11) utilities including Sunrise, Broward County, Cooper City, Coral Springs Improvement District, Plantation, Pembroke Pines, Fort Lauderdale, Davie, Hollywood, Margate, Miramar to explore regional solutions for a more cost effective, local, centralized approach to treating the biosolids from various Wastewater Treatment Plants; and

WHEREAS, this Agreement aims to examine the feasibility of constructing a regional biosolids management facility in Broward County, determine what technologies are available to accomplish this objective, consider what process improvements can be introduced to provide other benefits as well from treatment of organics to power production and reuse of the final by-product.

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

Section 1. An "Interlocal Agreement between Broward County and Participating Municipalities for Regional Biosolids Solutions Study" (Interlocal Agreement) is hereby approved. A copy of the Interlocal Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Interlocal Agreement.

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

PASSED AND ADOPTED this 14TH DAY of MARCH, 2023.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

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

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 17B **Meeting Date:** 3/24/2026

City Reference Number (C#): C26076

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 26-38-01-VH for the Springtree Golf Club - Cart Barn Roof Replacement Project to Gemstone Builders LLC; approving Contract No. C 26-38-01-VH; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

420.39.21.572.504640 - Repair and Maintenance of Building

Amount:

$303,774.00

ATTACHMENTS:

ATY Resolution - C26076
Bid Tabulation

Background:

The original tile roofs at the Bridges of Springtree Golf Club were constructed in 2004 and have required extensive repairs, and significant interior water leaks continue to be a problem after heavy rain events. The roofs were rated "F" during a recent inspection by the City's roofing contractor. This is the lowest rating, and replacement was recommended for 2023. Replacement funds were included in the City's Adopted Budget to replace the roofs at the Clubhouse, Cart Barn, and Bag Drop Gazebo and upgrade tile to metal roofs.

The roof replacement work is underway, and the Clubhouse Roof and Bag Drop Gazebo Roof have been completed. During the roof replacement at the Cart Barn, the roofing contractor exposed the plywood sheeting, at which time extensive damage to the roof sheeting and roof trusses were discovered which required additional analysis by a design professional. Upon review by two of the City's consultants, it was determined that the entre roof assembly and trusses are required to be replaced. The metal roof installation at the Cart Barn is currently on hold.

On September 23, 2025, the City Commission approved Project Agreement No. PA-25-019-WZ with Walters Zackria Associates, PLLC., to provide design and permitting services to replace the roof of the existing Cart Barn.

The City of Sunrise, Utilities Department requires a qualified contractor to perform construction services for the Springtree Golf Club - Cart Barn Roof Replacement Project. The work for this project consists of, but is not limited to, demolition of the existing roof and trusses, installation of new trusses on the existing concrete masonry unit walls, new gypsum board ceiling with insulation, new gutters and downspouts, new restroom exhaust duct and fans, new ceiling light fixtures, and reinstallation of the existing fire alarm devices.

On January 28, 2026, Bid No. 26-38-01-VH was issued for the aforementioned project. A mandatory pre-bid meeting with a site visit was conducted on February 4, 2026, with thirty-one prospective bidders in attendance. The bid opening took place on March 4, 2026, and twelve bids were received.

Headway Construction LLC was deemed non-responsive as they confirmed they could not provide proof of or ability to obtain Worker's Compensation Insurance as required in the bid documents. Following the evaluation by the Purchasing Office and Utilities Department, it is recommended to award the contract to the lowest responsive and responsible bidder, Gemstone Builders LLC. Gemstone Builders LLC's bid price is approximately 14% lower than the Engineer's Opinion of Probable Construction Cost (OPCC). Gemstone Builder's LLC provided confirmation of bid price as part of the evaluation process.

All references were favorable for Gemstone Builders LLC's performance on other projects of similar type and scale with other entities. Gemstone Builders LLC previously provided services to the City and performed satisfactorily. Staff is requesting approval to award to Gemstone Builders LLC, contingent on receipt of an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

The City received a response from a City of Sunrise vendor that could provide this service, but their bid was not the lowest.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Victoria Hernandez, MBA Phone: 954-572-2276

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, AWARDING BID NO. 26-38-01-VH FOR THE SPRINGTREE GOLF CLUB – CART BARN ROOF REPLACEMENT PROJECT TO GEMSTONE BUILDERS LLC; APPROVING CONTRACT NO. C-26-38-01-VH; 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. 26-38-01-VH for the Springtree Golf Club - Cart Barn Roof Replacement project to Gemstone Builders LLC is hereby approved in the amount of $303,774.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

Section 2. The Procurement Manager or designee is hereby authorized to execute all documents in connection with this award, including the contract for construction (Contract), upon review and approval by the City Attorney's Office. The Procurement Manager shall provide the City Clerk with a copy of the Contract to attach to this Resolution as Exhibit A.

Section 3. The City Manager and the Director of Utilities are hereby authorized to approve change orders in accordance with the conditions specified in Resolution No. 92-222-11-A. All City permit fees, with the exception of re-inspection fees, will be paid directly by the Utilities Department.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
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 26-38-01-VH

BID TITLE: Springtree Golf Club - Cart Barn Roof Replacement

OPENING DATE: March 4, 2026

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
Headway Construction LLC	$231,178.00
Gemstone Builders LLC	$303,774.00
Jim's Complete Construction LLC	$319,943.00
LaPorta Contracting LLC	$329,945.19
Mersco Miami Inc.	$339,701.86
Situ Groups LLC	$354,407.00
Set Up Project Management LLC	$354,919.62
Cunano Builders Corporation	$411,352.27
Cosugas, LLC	$463,777.00
Clyde Johnson Contracting	$482,550.00
Supreme Builders Group, LLC	$511,480.00
Sleiman Construction, LLC	$516,601.80

Note:
Headway Construction LLC was deemed non-responsvie

BID OPENED BY:
Victoria Hernandez, MBA, NIGP-CPP, CPPB



Detail by Entity Name

Florida Limited Liability Company
GEMSTONE BUILDERS LLC

Filing Information

Document Number	L08000087938
FEI/EIN Number	26-3361915
Date Filed	09/16/2008
Effective Date	09/12/2008
State	FL
Status	ACTIVE

Principal Address

4907 N University Drive
Suite 205
Lauderhill, FL 33351

Changed: 04/20/2015

Mailing Address

739 NW 7TH TERRACE
Fort Lauderdale, FL 33311

Changed: 01/29/2026

Registered Agent Name & Address

Bilia, Julia C
4907 N University Dr
205
lauderhill, FL 33351

Name Changed: 07/07/2022

Address Changed: 07/07/2022

Authorized Person(s) Detail

Name & Address

Title VP

Bilia, Mordechai
4907 N University Fr
205

Lauderhill, FL 33351

Title Secretary

Stern, Eric J
4907 N University drive suite 205
Lauderhill, FL 33351

Annual Reports

Report Year	Filed Date
2024	01/30/2024
2025	01/08/2025
2026	01/29/2026

Document Images

01/29/2026 -- ANNUAL REPORT	View image in PDF format
01/08/2025 -- ANNUAL REPORT	View image in PDF format
01/30/2024 -- ANNUAL REPORT	View image in PDF format
03/01/2023 -- ANNUAL REPORT	View image in PDF format
08/25/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
02/10/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
02/17/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
03/05/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
01/25/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
09/01/2009 -- ANNUAL REPORT	View image in PDF format
09/16/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Residential Composting

Item Number: 17C **Meeting Date:** 3/24/2026

City Reference Number (C#):

Item Description:

Commission Discussion and/or Action Regarding Residential Composting. Mayor Michael J. Ryan.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Sample PO - Filthy Organics for Farmers Market - Town of SW Ranches
Sample PO - Filthy Organics Residential - Town of SW Ranches
Metrostar -Vendor
Compost Workshops - City of Coral Springs - YELLOW SHEET

Composting - City of Coral Springs YELLOW SHEET
Composting Pilot Program _ City of Plantation, Florida YELLOW SHEET
Composting Program Waitlist _ City of Plantation, Florida YELLOW SHEET

Background:
Commission Discussion and/or Action Regarding Residential Composting. Agenda Item requested by Mayor Michael J. Ryan.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mayor Michael J. Ryan Phone: 954-746-3250

Department Head Name and Title:

City Manager:
Authorized for agenda placement

PURCHASE ORDER

Fiscal Year 25

Town of Southwest Ranches

Preserving Our Rural Lifestyle

13400 Griffin Road
Southwest Ranches, FL 33330
Phone 954-434-0008
Fax 954-434-1490

FEI # 65-1036656
State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER: 25-0064
(Assigned by Finance & Budget Department)
DATE: 2/24/2025
REQUESTOR: D. Haines

NOTE: The P.O. number must appear on all related correspondence, packing lists, and invoices

Vendor:
Filthy Organics
4920 NW 74 Place
Pompano Beach, FL 33073
Contract/Bid No.:
Comments:

Ship To:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
7	Monthly Service	001, 3600, 572, 48110	PILOT PROGRAM: Monthly compost cart service at Farmers Market Event	$ 90.00	$ 630.00
7	Monthly Service	001, 3600, 572, 48110	Top dress material (Mulch) delivery @ $10 per pick up period	$ 20.00	$ 140.00
1	One-time	001, 3600, 572, 48110	Set Up Fee	$ 250.00	$ 250.00
			SUBTOTAL		$ 1,020.00
			SALES TAX		Exempt
			TOTAL		$ 1,020.00

Approved By: Department Head — Date: 2/24/25

Authorized By: Town Financial Administrator — Date: 3/4/24

Authorized By: Town Administrator — Date: 3/4/25

SEE TERMS AND CONDITIONS ON PAGES 2 & 3 AND WWW.SOUTHWESTRANCHES.ORG/PROCUREMENT

Rev 10/01/24

TERMS AND CONDITIONS

Sellers providing goods or services to the Town of Southwest Ranches (referred to as the "Town) acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the Town and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

ACCEPTANCE
This Purchase Order is Town's offer to purchase the goods and/or services described on the Purchase Order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the Purchase Order, its terms and conditions and applicable law. Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

ASSIGNMENT
Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written consent of the Town, approved by the Town Attorney.

COMPLIANCE WITH ALL LAWS
Vendor is assumed to be familiar with the and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

DEFAULT
If vendor fails to perform or comply with any p[provision of the Purchase Order or terms or conditions of any documents referenced and made a part hereof, Town may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Town expressly retains all rights and remedies provided by law in caser of such breach, and no action by Town shall constitute a waiver of any such rights or remedies. In the event of termination for default, Town reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

DELIVERY
Delivery of all goods shall be FOB to final destination, paid by shipper, unless otherwise set forth in the Purchase Order. If complete deliveries are not made at the time agreed, Town reserves the right to cancel the Purchase Order and/or hold vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify Purchasing Department, in writing, of the earliest suggested delivery date. Town will then decide whether the proposed delivery date is acceptable.

DELIVERIES
Deliveries are to be made during the hours of 9:00 AM to 3:00 PM Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Town of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Town concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

EXCUSABLE DELAYS
The Town may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Town and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

E-VERIFY
Seller must comply with requirements under Florida Statute Chapter 448.095 and provide a copy of the registration certificate to the Town.

FORCE MAJEURE
If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW
The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. The appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

INCORPORATION
All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.

INDEMNIFICATION
Vendor shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. NOTHING HEREIN SHALL BE DEEMED TO WAIVE THE TOWN'S SOVEREIGN IMMUNITY.

INDEPENDENT CONTRACTOR
Vendor shall acknowledge that it and its employees serve as independent contractors and that CITY shall not be responsible for any payment, insurance or incurred liability.

INSPECTION AND ACCEPTANCE
All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. The Town reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INSURANCE
The Seller of services must have secured and maintained the required amount of $1,000,000 general and $500,000 automobile liability limits and must list the Town as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

INVOICING
Vendors are required to submit invoices within ninety (90) days of the date the goods or services were delivered to the Town. Town reserves the right to not pay invoices submitted after the ninety (90) day threshold. Original invoice must be submitted to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

LEGAL RESPONSIBILITY
By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, county and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK
If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS
The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS
This purchase order form and any other document pertaining to this transaction, which has been acknowledged in writing by the Town Administrator is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Town unless signed by the Town Administrator. The Town Attorney has approved these standard terms and conditions as to form and correctness. Accordingly, no modification of these terms and conditions shall be binding upon Town unless they are endorsed and approved by the Town Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, except a formal contract, these terms and conditions shallprevail.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT
Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

NON-WAIVER OF RIGHTS
No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH
Seller must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970. Any toxic substance delivered as part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

OFFICIALS NOT TO BENEFIT
Employees or officials of Town shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Town, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

PACKING LISTS
An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

PAYMENT AND TERMS
Payments shall be made by Town upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

PAYMENT CHANGES
Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company accompanied by a signed current IRS form W-9.

PUBLICITY
No endorsement by the Town of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS
Town shall have the right to audit books, records, and accounts of Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the project. All books, records, and accounts of Vendor an subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, vendor or subcontractor, as applicable, shall make same available at no cost to Town in written form. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is authorized in writing by the Town.

Written documents prepared by either the Seller or Town in furtherance of this order shall constitute a public record in accordance with Chapter 119, Florida Statutes.

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Seller acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Seller has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement, Seller shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Seller agrees to keep and maintain public records required by the Town to perform the service in Seller's possession or control in connection with Seller's performance hereunder, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Seller 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 contract term and following completion of the Contract if the Seller does not transfer the records to the Town.

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

Seller's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of this Agreement by Town.

QUANTITIES
Quantities specified in the order cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

REMEDIES
Town shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

RESPONSIBILITY
Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly sign and authorized Town order, issued by Town Administrator.

REPRESENTATIVE
All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

SEVERABILITY
If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

SUB-CONTRACTING
Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of Town.

TAX
All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. Town is exempt from sales tax and federal excise taxes. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town tax exemption in securing such materials.

TERMINATION
Town may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of Town, Town shall only be liable for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, Town may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by Town.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by Town to the vendor.

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination.
Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE
Florida law, including without limitation the Uniform Commercial Code as applicable (including but not limited to Chapters 671 and 672, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

ANTI-DISCRIMINATION
Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

WARRANTY
Vendor warrants to Town that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchandisable quality, good workmanship, and free from defects. Vendor extends to Town all warranties allowed under the U.C.C.

Vendor shall provide copies of warranties to Town with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.

HUMAN TRAFFICKING DISCLOSURE
Pursuant to, and as required by Section 787.06, Florida Statutes, Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it does not use coercion or services as defined in same.

FOREIGN COUNTRIES OF CONCERN
In accordance with §288.860, Florida Statutes, Town may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. Vendor affirms and represents that it is not a foreign principal of a country of foreign concern, and in the event of any assignment to such foreign principal, the Agreement shall be subject to immediate termination by Town. The Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it is not a foreign principal of a country of foreign concern.

ESTIMATE

Dustin J DuBois
4920 NW 74th Pl
Pompano Beach, FL 33073-3536

info@filthyorganics.com

Bill to
December Lauretano
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
United States

Ship to
December Lauretano
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
United States

Estimate details
Estimate no.: 1007
Estimate date: 02/21/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Commercial Collection - 2x / Month**	Provide (1) 64 Gallon tote bin with lid. Bin will be swapped every two weeks.	1	$100.00	$100.00
2.		**Additional Mulch**	Provide (1) bag of mulch to be used between collection weeks	1	$10.00	$10.00
3.		**Services**	Initial fee for the purchase of (2) 64Gallon Toter Trash Cans. (One time Fee)	1	$250.00	$250.00

Total **$360.00**

Note to customer

Thank you so much for the opportunity to provide you our organics recycling services. We recommend that the bin be placed in a area with controlled access to prevent contamination of non compostable materials. at each collection, the bin will be visually inspected for contamination. In the event that there appears to be more than 5%, the bin will not be collected until the contamination has been removed. Please let us know if you have any questions.

Accepted date **Accepted by**

PURCHASE ORDER

Fiscal Year 25

Town of Southwest Ranches

Preserving Our Rural Lifestyle

13400 Griffin Road
Southwest Ranches, FL 33330
Phone 954-434-0008
Fax 954-434-1490

FEI # 65-1036656
State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER: 25-0084
(Assigned by Finance & Budget Department)

DATE: 5/15/2025

REQUESTOR: Kathryn Sims

NOTE: The P.O. number must appear on all related correspondence, packing lists, and invoices

Vendor:
Filthy Organics, LLC.
4920 NW 74 Place
Pompano Beach, FL 33073
Contract/Bid No.: IFB 25-11
Comments:

Ship To:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
100	per resident	001-1000-511-3410(	Start Up Cost	$ 10.00	$ 1,000.00
8	100 residents	001-1000-511-3410(	Bi-weekly service costs for June - Sept.	$ 1,100.00	$ 8,800.00
					$ -
				SUBTOTAL	$ 9,800.00
				SALES TAX	Exempt
				TOTAL	**$ 9,800.00**

Approved By: Department Head — Date 5/16/25

Authorized By: Town Financial Administrator — Date 5/19/25

Authorized By: Town Administrator — Date 5/19/25

SEE TERMS AND CONDITIONS ON PAGES 2 & 3 AND WWW.SOUTHWESTRANCHES.ORG/PROCUREMENT

Rev 10/01/24

TERMS AND CONDITIONS

Sellers providing goods or services to the Town of Southwest Ranches (referred to as the "Town) acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the Town and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

ACCEPTANCE
This Purchase Order is Town's offer to purchase the goods and/or services described on the Purchase Order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the Purchase Order, its terms and conditions and applicable law. Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

ASSIGNMENT
Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written consent of the Town, approved by the Town Attorney.

COMPLIANCE WITH ALL LAWS
Vendor is assumed to be familiar with the and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

DEFAULT
If vendor fails to perform or comply with any p[provision of the Purchase Order or terms or conditions of any documents referenced and made a part hereof, Town may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Town expressly retains all rights and remedies provided by law in caser of such breach, and no action by Town shall constitute a waiver of any such rights or remedies. In the event of termination for default, Town reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

DELIVERY
Delivery of all goods shall be FOB to final destination, paid by shipper, unless otherwise set forth in the Purchase Order. If complete deliveries are not made at the time agreed, Town reserves the right to cancel the Purchase Order and/or hold vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify Purchasing Department, in writing, of the earliest suggested delivery date. Town will then decide whether the proposed delivery date is acceptable.

DELIVERIES
Deliveries are to be made during the hours of 9:00 AM to 3:00 PM Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Town of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Town concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

EXCUSABLE DELAYS
The Town may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Town and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

E-VERIFY
Seller must comply with requirements under Florida Statute Chapter 448.095 and provide a copy of the registration certificate to the Town.

FORCE MAJEURE
If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW
The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. The appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

INCORPORATION
All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.

INDEMNIFICATION
Vendor shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. NOTHING HEREIN SHALL BE DEEMED TO WAIVE THE TOWN'S SOVEREIGN IMMUNITY.

INDEPENDENT CONTRACTOR
Vendor shall acknowledge that it and its employees serve as independent contractors and that CITY shall not be responsible for any payment, insurance or incurred liability.

INSPECTION AND ACCEPTANCE
All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. The Town reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INSURANCE
The Seller of services must have secured and maintained the required amount of $1,000,000 general and $500,000 automobile liability limits and must list the Town as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

INVOICING
Vendors are required to submit invoices within ninety (90) days of the date the goods or services were delivered to the Town. Town reserves the right to not pay invoices submitted after the ninety (90) day threshold. Original invoice must be submitted to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

LEGAL RESPONSIBILITY
By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, county and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK
If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS
The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS
This purchase order form and any other document pertaining to this transaction, which has been acknowledged in writing by the Town Administrator is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Town unless signed by the Town Administrator. The Town Attorney has approved these standard terms and conditions as to form and correctness. Accordingly, no modification of these terms and conditions shall be binding upon Town unless they are endorsed and approved by the Town Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, except a formal contract, these terms and conditions shall prevail.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT
Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

NON-WAIVER OF RIGHTS
No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH
Seller must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970. Any toxic substance delivered as part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

OFFICIALS NOT TO BENEFIT
Employees or officials of Town shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Town, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

PACKING LISTS
An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

PAYMENT AND TERMS
Payments shall be made by Town upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

PAYMENT CHANGES
Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company accompanied by a signed current IRS form W-9.

PUBLICITY
No endorsement by the Town of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS
Town shall have the right to audit books, records, and accounts of Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the project. All books, records, and accounts of Vendor an subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, vendor or subcontractor, as applicable, shall make same available at no cost to Town in written form. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is authorized in writing by the Town.

Written documents prepared by either the Seller or Town in furtherance of this order shall constitute a public record in accordance with Chapter 119, Florida Statutes.

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Seller acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Seller has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement, Seller shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Seller agrees to keep and maintain public records required by the Town to perform the service in Seller's possession or control in connection with Seller's performance hereunder, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Seller 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 contract term and following completion of the Contract if the Seller does not transfer the records to the Town.

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

Seller's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of this Agreement by Town.

QUANTITIES
Quantities specified in the order cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

REMEDIES
Town shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

RESPONSIBILITY
Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly sign and authorized Town order, issued by Town Administrator.

REPRESENTATIVE
All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

SEVERABILITY
If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

SUB-CONTRACTING
Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of Town.

TAX
All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. Town is exempt from sales tax and federal excise taxes. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town tax exemption in securing such materials.

TERMINATION
Town may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of Town, Town shall only be liable for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, Town may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by Town.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by Town to the vendor.

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination.
Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE
Florida law, including without limitation the Uniform Commercial Code as applicable (including but not limited to Chapters 671 and 672, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

ANTI-DISCRIMINATION
Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

WARRANTY
Vendor warrants to Town that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchandisable quality, good workmanship, and free from defects. Vendor extends to Town all warranties allowed under the U.C.C.

Vendor shall provide copies of warranties to Town with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.

HUMAN TRAFFICKING DISCLOSURE
Pursuant to, and as required by Section 787.06, Florida Statutes, Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it does not use coercion or services as defined in same.

FOREIGN COUNTRIES OF CONCERN
In accordance with §288.860, Florida Statutes, Town may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. Vendor affirms and represents that it is not a foreign principal of a country of foreign concern, and in the event of any assignment to such foreign principal, the Agreement shall be subject to immediate termination by Town. The Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it is not a foreign principal of a country of foreign concern.

RESOLUTION NO. 2025-055

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AWARDING A BID AND ISSUING A PURCHASE ORDER TO PROVIDE SERVICES FOR A RESIDENTIAL COMPOST PILOT PROGRAM TO FILTHY ORGANICS, LLC; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to engage services for the Town's Residential Compost Pilot Program; and

WHEREAS, on April 9, 2025, in furtherance of the Town's Procurement Code, the Town published an Invitation for Bid (IFB No. 25-011) seeking qualified firms for a residential compost pilot program; and

WHEREAS, on April 30, 2025, the Town received two (2) responses to its invitation for bid; and

WHEREAS, Filthy Organics, LLC is the lowest and most responsive bidder with a start-up cost for service at ten dollars and zero cents ($10.00) per residence, and bi-weekly pick-up service at eleven dollars and zero cents ($11.00) per residence; and

WHEREAS, the Town desires to award the bid to Filthy Organics, LLC, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the bid award and issuance of a purchase order to Filthy Organics, LLC, attached hereto as Exhibit "A", for the Town's Residential Compost Pilot Program.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to sign any and all documents, make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of May 2025, on a motion by Cm Allbritton and seconded by Cm Kuczenski.

Breitkreuz	Yes	Ayes	5
Hartmann	Yes	Nays	0
Allbritton	Yes	Absent	0
Jablonski	Yes	Abstaining	0
Kuczenski	Yes		

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.038.2025

Invitation for Bids 4/30/2025

IFB 25-11 Residential Compost Program

The Town will accept sealed bids from qualified firms to provide all materials, labor, equipment, tools, transportation, and permits for a Residential Compost Program. The Town's Residential Compost Pilot Program is Town-funded for FY25 for a maximum of 100 Town residents. All bid prices shall include all necessary costs for fuel, mobilization/demobilization, labor (including supervision and any sub-vendors), vendor/sub-vendor time, required insurance, equipment and materials for a 100% turn-key program.

Prices

Company Name	Start up Cost - Unit Price per Resident	Extended Amount (Est. 100 residents)	Pick up Cost - Unit Price per Resident Bi-Weekly	Extended Amount (Est. 100 residents)	Total Base Bid Amount	Option/Alternate: Pick up cost per resident Weekly	Extended Amount (Est. 100 residents)
Compost for Life	$ 20.00	$ 2,000.00	$ 11.00	$ 1,100.00	**$ 3,100.00**	$ 7.25	$ 725.00
Filthy Organics	$ 10.00	$ 1,000.00	$ 11.00	$ 1,100.00	**$ 2,100.00**	$ 7.50	$ 750.00

**Highlighted extension prices corrected from Bid Form. In the event of extension error, unit prices govern.*

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

NOTICE OF RECOMMENDED AWARD

IN RESPONSE TO

IFB 25-11

RESIDENTIAL COMPOST PROGRAM

On April 30, 2025, the Town of Southwest Ranches received two (2) responses to its Invitation for Bids (IFB) No. 25-11 Residential Compost Program. In accordance with the IFB, the Town intends to award the bid to the lowest, responsive, and responsible Bidder in accordance with the terms of this IFB and the Town's Procurement Code. After reviewing the bids submitted, the vendor meeting these requirements is **Filthy Organics, LLC**. It is anticipated that the award recommendation and proposed contract will be considered on the Thursday, May 8, 2025, Town Council Agenda.

Recommended Award
Based upon review of the submittals the Town Administrator recommends the following award:

Bidder	Location	Total Base Bid Amount:
Filthy Organics, LLC	Pompano Beach, FL	$2,100.00

Posted on the Town Digital Notice Board
Posted on DemandStar.com

Posted: May 5, 2025

Section 4 – Bid Form

In accordance with this IFB and the specifications contained herein, the undersigned proposes the following:

THIS IS NOT AN ORDER. TOWN RESERVES THE RIGHT TO REDUCE AND/OR INCREASE ESTIMATED QUANTITIES.

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICES OR LUMP SUM.

BIDDER UNDERSTANDS THAT THE EXTENDED TOTAL FOR EACH AND EVERY ITEM IS THE RESULT OF MULTIPLYING THE QUANTITY TIMES THE UNIT COST STATED IN FIGURES. ANY DISCREPANCY BETWEEN THE UNIT AND TOTAL, THE UNIT PREVAILS.

AS SET FORTH IN THE TERMS OF THIS IFB, CONTRACTOR SHALL PAY ALL SALES, CONSUMER, USE AND OTHER SIMILAR TAXES AND SHOULD NOT INCLUDE TAXES IN BID PRICES. THE TOWN IS EXEMPT FROM FLORIDA SALES TAX ON DIRECT PURCHASES OF TANGIBLE PROPERTY OR SERVICES. ALSO, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROCURE ALL NECESSARY PERMITS AND LICENSES THE COST OF WHICH SHALL BE DEEMED INCLUDED IN THE BID PRICE.

SCHEDULE OF BID PRICES

WEEKDAY PICK-UPS ONLY

ANTICIPATED CONTRACT START DATE: June 1, 2025* **This date is provisional and may change.*

Description	Unit Price	Estimated Quantity	Extended Amount
Start-up cost PER RESIDENT	$ 10.00 PER RESIDENT	100	$ 1,000.00
Pick-up cost PER RESIDENT BI-WEEKLY (every other week)	$ 11.00 PER RESIDENT BI-WEEKLY (every other week)	100	$ 1,100.00
		TOTAL BASE BID AMOUNT	**$** 2,200.00
OPTION/ALTERNATE: Pick-up cost PER RESIDENT WEEKLY	$ 7.50 PER RESIDENT WEEKLY	100	$ 750.0

Minimum food waste to be accepted:

- Non meat food waste including dairy products
- Soiled food related papers including coffee filters and napkins

Other materials accepted by your organization: All Meat (Cooked or Raw),Bones

Southwest Ranches Town Council
Mayor Steve Breitkreuz
Vice Mayor Bob Hartmann
Jim Allbritton
Gary Jablonski
David S. Kuczenski

Town Administrator
Russell Muñiz

INVITATION FOR BIDS

IFB No. 25-11

Town of Southwest Ranches
is seeking bids for:

RESIDENTIAL COMPOST PROGRAM

Bidder shall submit **ONLINE** using the http://www.demandstar.com E-bidding platform at http://www.demandstar.com.

The complete submittal must be received by the Procurement Officer no later than **Wednesday, April 30th at 11:00 a.m. EST**. See Page 1 for Submittal instructions.

Non-Mandatory Pre-Bid Conference: N/A

CAUTION

Amendments to this Invitation for Bids will be posted on the Southwest Ranches website Procurement page which can be accessed at http://southwestranches.org/procurement. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on the system. It is the bidder's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of bids. Vendors are advised to complete the online Vendor Application.
Southwest Ranches shall not be responsible for the completeness of any IFB document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Division.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

Date issued/available for distribution: Wednesday, April 9, 2025

ADVERTISEMENT FOR BIDS

IFB 25-11

The Town of Southwest Ranches, Florida, will receive sealed bids online via the Demandstar.com E-bidding platform until **11:00 AM, Wednesday, April 30, 2025,** at which time the system will publicly open and the Procurement Officer Christina Semeraro will read the Bidder Name and bid amount submitted:

"IFB No: 25-11 – RESIDENTIAL COMPOST PROGRAM"

The Town will accept sealed bids from qualified firms to provide all materials, labor, equipment, tools, transportation, and permits for a Residential Compost Program. The Town's Residential Compost Pilot Program is Town-funded for FY25 for a maximum of 100 Town residents.

All bid prices shall include all necessary costs for fuel, mobilization/demobilization, labor (including supervision and any sub-vendors), vendor/sub-vendor time, required insurance, equipment and materials for a 100% turn-key program.

Vendor registration and Bid specifications can be obtained free of charge from https://www.southwestranches.org/procurement/2025-2/

We've Gone Paperless!

SUBMITTAL INSTRUCTIONS: Submitting a Bid via DemandStar – For Non-Registered Vendors

Vendors who are **not currently registered** with DemandStar may still participate in this solicitation. DemandStar allows non-registered vendors to **upload their bid responses electronically** at no cost by following the steps below:

1. Visit: https://www.demandstar.com
2. Click on the **"Bid Opportunities"** link at the top of the homepage.
3. In the search bar, enter **"Town of Southwest Ranches"** and locate the appropriate event number (e.g., **IFB 25-01**).
4. Click the bid title and then select **"Submit Electronic Response"**.
5. You will be prompted to either log in or create a **free DemandStar account** for bid submission only.
6. Follow the system instructions to upload your response documents and confirm your submission.

Important:

- Submissions must be completed and received by the deadline specified in the solicitation.
- Late submissions will not be considered.

If you encounter any technical issues during the upload process, please contact **DemandStar Vendor Support** at **support@demandstar.com** or call **(866) 273-1863**.

Bidder Checklist

This list is provided as a courtesy only. Bidder is solely responsible for verifying submission of all forms and required documentation.

Submitted	Description
☑	Bid Form signed + Acknowledgement of Addenda
☑	Bidder Information
☑	Disclosure of Ownership Interests
☑	Drug Free Workplace
☑	Florida Statutes on Public Entity Crimes Sworn Statement
☑	Non-Collusion Affidavit
☆ ☐	Anti-Lobbying Certification THIS DOCUMENT IS NOT INCLUDED IN THE BID PACKAGE. WE ARE HAPPY TO SIGN ONE IF PROVIDED.
☑	Bidder Confirmation of Qualifications
☑	Certificate of Authority (as applicable - Individual / Partnership / Corp-LLC)
☑	Governmental Contact Information
☑	Acknowledgement of Conformance with OSHA Standards
☑	Subcontractor List
☑	Liability Claims
☑	Certification Pursuant to FL § 287.135
☑	Affidavit of Compliance with Foreign Entity Laws
☑	Certification Pursuant to FL § 787.06
☑	Insert Bidder's E-Verify MOU or Proof of E-Verify Registration
☑	Insert Bidder's W-9
☑	Insert Bidder's Proof of Liability Insurance "COI"
☑	**Above items combined into one (1) PDF document and uploaded to Demandstar.com (reference page 1 of this ITB for instructions)**

Reviewed by Bidder representative: _____

Section 3 – Specifications

3.1 SCOPE OF WORK

The Town of Southwest Ranches will accept sealed bids from qualified firms to provide all materials, labor, equipment, tools, transportation, and permits for a Residential Compost Program.

The Residential Compost Pilot Program for the Town of Southwest Ranches is Town-funded for FY25 for a maximum of 100 Town residents.

All bid prices shall include all necessary costs for fuel, mobilization/demobilization, labor (including supervision and any sub-vendors), vendor/sub-vendor time, required insurance, equipment and materials for a 100% turn-key program.

3.2 LOCATION

Town of Southwest Ranches residents only – Specific addresses to be determined and provided by the Town's Contract Administrator or designee.

3.3 TECHNICAL SPECIFICATIONS

The Residential Compost Pilot Program for the Town of Southwest Ranches is Town-funded for FY25 for a maximum of 100 Town residents. The program will consist of the following expectations:

- Collect and ensure proper processing of compostable materials from one 5-gallon container to be picked up weekly or bi-weekly (dependent on Town's budget and completely at the Town's discretion). Container may be exchanged with a clean replacement, or a liner may be replaced in existing container (dependent on the established Modus Operandi of the Contractor).
- "Start up cost" bid price shall include Contractor-provided Collection container and any other required materials necessary for entry into the program.
- Collect and record the weight of collected material for data usage by the Town.
- Obviously contaminated containers are not required to be collected. Contractor shall indicate to resident with a sticker or tag that the container is not suitable for collection due to contamination. A clear contamination policy shall be relayed to residents prior to start of program.
- Conduct a training session for the program residents as well as training for Town staff at no additional cost.
- Provide promotional and educational materials to be used by the Town during the sign-up process. Allow use of logo for partnership promotional efforts.
- An incentive for participating residents in the form of a give-back of finished compost material on a bi-annual basis at no additional cost.
- Replacement of damaged or lost containers shall be paid for by the resident and supplied by the Contractor.
- The Town will relay all interested residents' contact information to the Contractor. After the initial program implementation, the Contractor will assume all resident contact responsibilities while

retaining constant and open communication with the Town's designated Contract Administrator and providing periodic reports to the Town.

- All personnel shall be properly identified with company-issued uniforms displaying the company logo, and all vehicles shall have a clearly visible magnet or decal indicating the company name. Personnel interacting with the public must be able to communicate effectively in English.

3.4 WORK HOURS

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

END OF SECTION

The undersigned hereby proposes to furnish all labor, equipment, and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the Amount(s) stated above.

COMPANY NAME: Filthy Organics, LLC

AUTHORIZED SIGNATURE: _____

DATE: 4/25/25

ADDITIONAL SUPPLIES PRICING MENU ATTACHED? CIRCLE ONE: YES NO, NOT APPLICABLE

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received:

Addendum No. 1 DD (initial)

Addendum No. 2 _____(initial)

Addendum No. 3_____(initial)

Addendum No. 4_____(initial)

No Addenda received: _____ (initial)

Remainder of page intentionally left blank

BIDDER INFORMATION

[Please print clearly]

COMPANY NAME: Filthy Organics, LLC YEAR INCORPORATED: 2020

ADDRESS: 4920 NW 74th Place, Pompano Beach, FL 33073

FEIN: 85-3122632 CAGE: _____

LICENSE NUMBER: N/A STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: Dustin DuBois

BIDDER'S ADDRESS: 4920 NW 74th Place, Pompano Beach, FL 33073

BIDDER'S PHONE NUMBER: Office: 954-501-1159 Cell: 954-501-1159

BIDDER'S EMAIL ADDRESS: Info@filthyorganics.com

By: Dustin DuBois

Filthy Organics, LLC
Name of Corporation/Entity

4920 NW 74th Place, Pompano Beach, FL 33073
Address of Corporation/Entity

_____
Signature of President or Authorized Principal

By: Dustin DuBois

Title: President (If the Bidder is a Corporation, affix corporate seal)

DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, this day personally appeared Dustin DuBois, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

Affiant appears herein as:

[ ] an individual **or**

[X] the President of Filthy Organics, LLC.

[position-e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

Affiant's address is:

4920 NW 74th Place, Pompano Beach, FL 33073

Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Dustin DuBois, Affiant

(Print Affiant Name)

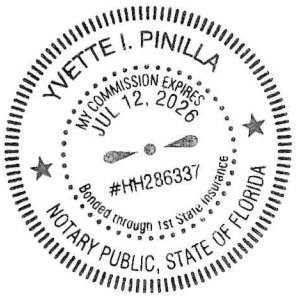
The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 25 day of APRIL, 2025,

by DUSTIN DUBOIS (name of person acknowledging).

Notary Public



Yvette I. Pinilla

(Print Notary Name)

State of FL at Large

My Commission Expires: July 12 2026

(Printed, typed, or stamped commissioned name of notary public)

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name **Address**

Dustin DuBois - 100%: 4920 NW 74th Place, Pompano Beach, FL 33073

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

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.

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.

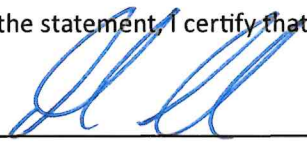
Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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), any employee who is so convicted or takes a plea.

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.

AUTHORIZED SIGNATURE: 

COMPANY NAME: Filthy Organics, LLC

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Town of Southwest Ranches

by Dustin DuBois

for Filthy Organics, LLC

whose business address is 4920 NW 74th Place, Pompano Beach, FL 33073

and (if applicable) its Federal Employer Identification Number (FEIN) is 85-3122632

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 with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Para. 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 trail 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 nolo contendere.

I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or

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 person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, 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.

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 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 (ONE) 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.

[Signatures on next page]

COMPANY NAME: Filthy Organics, LLC

By: _____

Dustin DuBois

(Printed Name)

President

(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 25 day of APRIL, 2025,

by DUSTIN DUBOIS (name of person acknowledging).



_____

Notary Public

Yvette I. Pinilla

(Print Notary Name)

State of FL at Large

(Printed, typed, or stamped commissioned name of notary public)

NON-COLLUSION AFFIDAVIT

State of Florida)

) ss:

County of Broward)

Dustin DuBois being first duly sworn deposes and says that:

He/She is the Owner (Owner, Partner, Officer, Representative or Agent) of Filthy Organics, LLC the Bidder that has submitted the attached Bid;

He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

BIDDER: Filthy Organics, LLC

By: _____

Dustin DuBois

(Printed Name)

President

(Title)

The foregoing instrument was acknowledged before me by means of

☑ physical presence or ☐ online notarization,

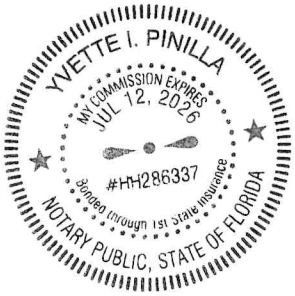
this 25 day of APRIL, 2025,

by DUSTIN DUBOIS (name of person acknowledging).

Notary Public

YVETTE I. PINILLA

(Print Notary Name)



State of FL at Large

My Commission Expires: JULY 12 2026

(Printed, typed, or stamped commissioned name of notary public)

BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

COMPANY NAME: Filthy Organics, LLC

COMPANY's Address: 4920 NW 74th Place, Pompano Beach, FL 33073

COMPANY's Phone Number: 954-501-1159

COMPANY's Email: info@filthyorganics.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

N/A

[Signatures on next page]

DUSTIN DUBOIS, PRESIDENT

FILTHY ORGANICS, LLC

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

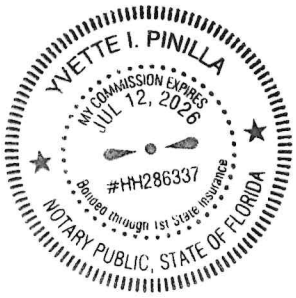
this 25 day of April, 2025,

by Dustin DuBois (name of person acknowledging).

Notary Public

Yvette I. Pinilla

(Print Notary Name)



State of Florida at Large

My Commission Expires: July 12 2026

(Printed, typed, or stamped commissioned name of notary public)

COMPANY NAME: Filthy Organics, LLC

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)

) ss:

County of Broward)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida _____, held on April, 25, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that Dustin DuBois, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, April 25, 2025, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 25th day of April, 2025.

Secretary: Dustin DuBois

(SEAL)

COMPANY NAME: Filthy Organics, LLC

GOVERNMENTAL CONTACT INFORMATION

Please complete the below with regard to any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
Town of Southwest Ranches	13400 Griffin Road Southwest Ranches, FL 33330	954-343-7452	December Lauretano-Haines Dlauretano@southwestranches.org
City of Deerfield Beach	401 SW 4th St Deerfield Beach, FL 33441	954-250-4344	Hillary Silverstone hsilverstone@deerfieldbeachfl.gov
City of Coconut Creek	4900 West Copans Raod Coconut Creek, FL 33063	954-956-1453	Michael Heimbach mheimbach@coconutcreek.net
City of Coral Springs	9500 West Sample Road Coral Springs, FL 33065	954-344-1137	Claudia Alzate calzate@coralsprings.gov
City of Ft. Lauderdale	101 NE 3rd Ave Ft. Lauderdale, FL 33301	954-828-6111	Melissa Doyle mdoyle@fortlauderdale.gov
City of Oakland Park	5100 NE 12 Terrace Oakland Park, FL 33334	954-630 4521	Molly Ferch molly.ferch@oaklandparkfl.gov

COMPANY NAME: Filthy Organics, LLC

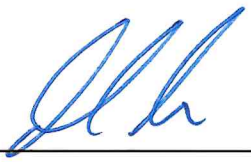
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

I, Dustin DuBois, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Filthy Organics, LLC's failure to comply with such regulations.

Dustin DuBois — Filthy Organics, LLC

ATTEST — CONTRACTOR

BY: 

Dustin DuBois

Print Name

Date: 4/25/25

COMPANY NAME: Filthy Organics, LLC

SUBCONTRACTOR LIST

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project.

This list shall not be amended without the prior written consent of Town.

Please write N/A across this form if no subcontractors will be utilized.

CLASSIFICATION OF WORK	NAME	ADDRESS
N/A	N/A	N/A

COMPANY NAME: Filthy Organics, LLC

LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past five (5) years:

Name and Location of project: N/A - There has been no Liability Claims int he past 5 years

Contact information for Project Owner:

Name: _____

Address: _____

Phone: _____

Email: _____

Nature of Claim: _____

Date of Claim: _____

Resolution Date of Claim and how resolved: _____

If applicable:

Court Case Number: _____

County: _____

State: _____

COMPANY NAME: Filthy Organics, LLC

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Filthy Organics, LLC does not:

(Name of Bidding Firm)

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.

Organization: Filthy Organics, LLC

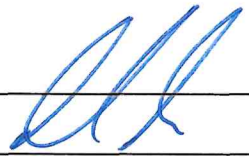
Street address: 4920 NW 74th Place

City, State, Zip: Pompano Beach, FL 33073

Certified By: Dustin DuBois

(type or print)

Title: President

Signature:  Date: 4/25/25

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:

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)

The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

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)

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)

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)

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

(*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)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 25, 2025 Signed: _____

Entity: Filthy Organics, LLC

Name: Dustin DuBois

Title: President

[Signatures on next page]

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 25 day of APRIL, 2025

by Dustin DuBois (name of person acknowledging).

Notary Public

Yvette I. Pinilla.

(Print Notary Name)



State of FL at Large

My Commission Expires: July 12 2026

(Printed, typed, or stamped commissioned name of notary public)

COMPANY NAME: Dustin DuBois Filthy Organics LLC.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

787.06 Human trafficking.—

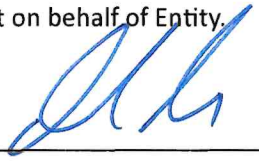
When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

Filthy Organics, LLC does not use coercion for labor or services as defined in FL § 787.06.

(Company Name)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 25, 2025

Signed: 

Entity: Filthy Organics, LLC

Name: Dustin DuBois

Title: President

[Signatures on next page]

State of Florida

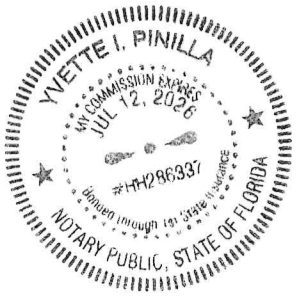
County of Broward

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 15 day of April, 2025,

by Dustin DUBOIS (name of person acknowledging).



Notary Public

Yvette I. Pinilla
(Print Notary Name)

State of FL at Large

My Commission Expires: July 12 2026

(Printed, typed, or stamped commissioned name of notary public)

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING /

PROVIDE PROOF OF E-VERIFY REGISTRATION

Page showing USCIS verified electronic approval.

Page listing Company name & EIN number, matching W9 submitted.

Visit www.E-Verify.gov/Employer to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

Company ID Number: 2674052

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Filthy Organics, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 2674052

Approved by:

Employer Filthy Organics, LLC	
Name (Please Type or Print) Dustin DuBois	**Title**
Signature Electronically Signed	**Date** 04/22/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 04/22/2025

Company ID Number: 2674052

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Filthy Organics, LLC
Company Facility Address	4920 NW 74th PLace Pompano Beach, FL 33073
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	853122632
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 2674052

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Dustin DuBois
Phone Number	9545011159
Fax	
Email	info@filthyorganics.com

Company ID Number: 2674052

This list represents the first 20 Program Administrators listed for this company.

INSERT W-9

Must be current, signed, dated and legible W-9

Linked: Form W-9 (Rev. March 2025) (irs.gov)

https://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Filthy Organics, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

4920 NW 74th Place

6 City, state, and ZIP code

Pompano Beach, FL, 33073

Requester's name and address (optional)

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

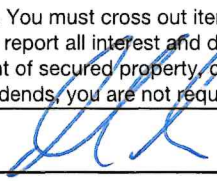
8	5	–	3	1	2	2	6	3	2

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**  **Date** 4/25/25

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Insurance Requirements - INSERT PROOF OF INSURANCE HERE

1) Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.

2) All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

3) All Insurance Policies shall name and endorse the following as an additional named insured:

   Town of Southwest Ranches

   13400 Griffin Road

   Southwest Ranches, FL 33330-2628

4) All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

5) If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.

6) Contractor shall carry the following minimum types of Insurance:

   a. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars ($500,000)** for each incident, and **Five Hundred Thousand Dollars ($500,000**) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

   b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars ($500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

   c. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars ($500,000**) per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars ($1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

7) Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.

8) Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
And
Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

9) Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

10) If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

11) The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms, and provisions of coverage, has been received and approved by the Town.

12) If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

13) **UPON NOTICE OF AWARD RECOMMENDATION, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**

14) The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

15) All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

16) Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

17) The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.

18) Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2025

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 954-941-0900 **FAX (A/C, No):** 954-941-2006 **E-MAIL ADDRESS:** certs@bgsagency.com
INSURED Filthy Organics, LLC 4920 NW 74 Place Pompano Beach FL 33073 FILOR	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** GuideOne National Insurance Company — 14167 **INSURER B :** National Liability & Fire Insurance Co. — 20052 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1757602596 **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**	Y	Y	ENV56201299602	1/25/2025	1/25/2026	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X 2,500 BI/PD						MED EXP (Any one person)	$ 5,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		N9WC539097	11/30/2024	11/30/2025	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability			ENV56201299602	1/25/2025	1/25/2026	Each Condition Aggregate Deductible: $2,500	$1,000,000 $2,000,000

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

General Liability: Additional Insured, Ongoing Operations, per form CG2010(0704) and Completed Operations, per form CG2037(0704); Waiver of Subrogation, per form GO 0218-4YA (1017); Primary & Non-Contributory, per form GO 0216-4YP (1017), each when required by written contract.
ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

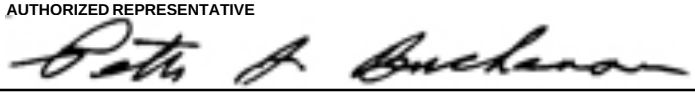
CERTIFICATE HOLDER

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches FL 33330

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2025

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

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

PRODUCER	CONTACT / PHONE / FAX / E-MAIL	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Progressive Express Insurance Company	10193
INSURED	INSURER B :	
Filthy Organics LLC 4920 NW 74th Pl Pompano Beach, FL 33073	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 346749586828685259D042325T160046 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	974240066	10/13/2024	10/13/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	974240066	10/13/2024	10/13/2025	$	

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

CERTIFICATE HOLDER

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches,, FL 33330

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pace

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Progressive Insurance	Filthy Organics LLC 4920 NW 74th Pl Pompano Beach, FL 33073
POLICY NUMBER 974240066	
CARRIER / **NAIC CODE** Progressive Express Insurance Company / 10193	**EFFECTIVE DATE:** 10/13/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	$50,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2017 FORD F250 1FTBF2A67HEE35215

Comprehensive	$5,000 Ded
Collision	$5,000 Ded
Rental Reimbursement	$50 Per Day ($1,500 Max)

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax
https://www.southwestranches.org/procurement/

April 23, 2025

IFB No. 25-11 Residential Compost Program

Addendum #1 -- UPDATED

Clarification (1 of 1)

Compost Bin Return and Cancellation Policy Requirement

Bidder shall include as part of their submission a written description of their termination and cancellation policy, specifically addressing procedures related to compost containers issued to participating Town residents.

The Town's preferred policy is as follows and should be substantially addressed in the Bidder's response:

"Upon cancellation of service by the resident or at the conclusion of the composting program, all residential compost bins provided by the vendor shall be returned by Resident in good condition, reasonable wear and tear excepted. The vendor shall coordinate bin retrieval with Resident within [10] business days of cancellation or program end, and shall provide the Town with a summary of recovered units on a monthly basis. Residents shall be advised of return procedures and provided clear instructions for placement or drop-off of bins. The vendor shall be responsible for all logistics and scheduling of bin pickups with Residents. Any unreturned or damaged bins may be subject to charges to Resident as outlined in the vendor's agreement."

Provide your firm's corresponding policy below (or attach separate sheet). Or, if the firm has no exceptions to the above policy, please state "**No Exceptions to Above**" on the lines below:

NO EXCEPTIONS TO ABOVE

DUSTIN DUBOIS, PRESIDENT

Added Contract Verbiage:

Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), 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 executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

Reviewed by:

Christina Semeraro

Christina Semeraro, NIGP-CPP, CPPO, CPPB
Procurement Officer

SUN-SENTINEL

Sold To:
Town of Southwest Ranches - CU00118938
13400 Griffin Rd
Fort Lauderdale,FL 33330-2628

Bill To:
Town of Southwest Ranches - CU00118938
13400 Griffin Rd
Fort Lauderdale,FL 33330-2628

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 11700-Advertisement for Bids ,
IFB 25-11
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Apr 12, 2025
IFB No. 25-11 Residential Compost Progra
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: April 14, 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: csemeraro@southwestranches.org
7797535

SUN-SENTINEL

ADVERTISEMENT FOR BIDS
IFB 25-11

The Town of Southwest Ranches, Florida, will receive sealed bids online via the Demandstar.com E-bidding platform until 11:00 AM, Wednesday, April 30, 2025, at which time the system will publicly open and the Procurement Officer Christina Semeraro will read the Bidder Name and bid amount submitted:

"IFB No: 25-11 – RESIDENTIAL COMPOST PROGRAM"

The Town will accept sealed bids from qualified firms to provide all materials, labor, equipment, tools, transportation, and permits for a Residential Compost Program. The Town's Residential Compost Pilot Program is Town-funded for FY25 for a maximum of 100 Town residents..

All bid prices shall include all necessary costs for fuel, mobilization/demobilization, labor (including supervision and any sub-vendors), vendor/sub-vendor time, required insurance, equipment and materials for a 100% turn-key program.

Vendor registration and Bid specifications can be obtained free of charge from https://www.southwestranches.org/procurement/2025-2/
3/12/25 7797535

Order # - 7797535

enquiries@metrostor.us | 1 860 327 8294 | www.metrostor.us







metroSTOR F-Series Organics Cart Enclosures

Diverting more food scraps from municipal solid waste is exactly what the metroSTOR F-Series was designed for. Our customers wanted a robust unit for organics collections, neat and convenient to use, with controlled access to keep the recycling streams clean. The F-Series offers a proven solution!

Efficient refuse collection is central to metroSTOR product design and the F-Series is manufactured in three model sizes to fit 35 gallon, 65 or 95 gallon carts in a compact, clean enclosure. Straightforward to operate and maintain, food scraps are deposited in the opened cart through a foot pedal operated lid on top of the unit.

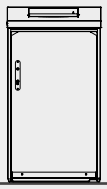
Integral to the development of metroSTOR cart enclosures and thus the collection of clean organics recycling, is a reliable access control system that is both easy to use and uncomplicated to administer. There are two types that can be specified on metroSTOR F-Series units; metroKEY is our Bluetooth Low Energy (BLE) smartphone app and an electronic keypad version. Both types of controller activate the same electronic latch system and have the same low energy battery requirement

The requirement to handle food waste containers can discourage use and the foot pedal operated lid is designed for both ease of operation and ensuring the food scraps housing is enclosed as soon as the food waste has been deposited. This function limits odors and other undesirable side effects as the food waste deposits start to degrade within the cart.

Cleaning regimes are supported with stainless steel touchpoints on the lid handle and aperture surround as standard. Modular component engineering ensures maximum reliability in harsh urban environments, with the toughest galvanized coatings possible on high wear components such as door frame and unit base. Separate panel coating prior to unit assembly, enables a stringent, multi-stage pre-treatment and powder coating process.

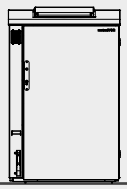
For those larger organics collection schemes, 3D ultrasonic fill level sensors can be specified as an option, reducing instances of overfilling and helping reduce waste with improved routing. The same principles of straightforward, reliable operating systems provide municipalities with accurate and timely fill-level data.

Product Range



Single Cart Unit

User Deposit Access Hatch



Single Cart Unit Foot Pedal

Foot Pedal Operated User Deposit Access Hatch

Product Capacity & Dimensions



Model	Description	User Deposit Access	Access	ADA Compliant	Depth (Inches)	Width (Inches)	Height (Inches)
FX35	35 gal Organics Cart Unit	Top	Single	✓	26.9	29.2	45.2
FX48 FP	48 gal Organics Cart Unit with Footpedal Operated User Deposit Access Hatch	Top	Single	✓	–	–	–
FX65	65 gal Organics Cart Unit	Top	Single	✗	33.9	32.6	50.1
FX65 FP	65 gal Organics Cart Unit with Footpedal Operated User Deposit Access Hatch	Top	Single	✗	33.9	32.6	50.1
FX95 FP	95 gal Organics Cart Unit with Footpedal Operated User Deposit Access Hatch	Top	Single	✗	38.9	36.1	52.6

Product Specification & Options

Build Components	Build Specification	Standard Specification	Options
A) Unit Frames	Mild Steel Welded Assembly (internal Components)	HD Galvanized	
B) Unit Shell Panels	Mild Steel Assembly	Zinc Coat / Anthracite Grey Painted Finish	
C) Unit Cover / Lid	Mild Steel Welded Assembly	Zinc Coat / Green PPC Finish	C1) Color PPC Finish Options
D) Container Access	Mild Steel Welded Assembly / Stainless Steel Bezel / Stainless Steel Hand Grip / Soft Close Damper	Zinc Coated / PPC Finish	D1) Bluetooth Low Energy (BLE) Access Control D2) Code Lock Access Control D3) Dual System BLE metroKEY / Electronic Keypad Access Control
E) Service Doors	Mild Steel Welded Assembly / Stainless Steel Hinges	Zinc Coat / Green PPC Finish	E1) Color PPC Finish Options E2) Graphics E3) Battery Deposit Container
F) Service Door Access	Stainless Steel Square Drive Key / Slam Latch	Stainless Steel Square Drive Key / Slam Latch	

Cart Specific Models
Manufactured in 3 model sizes for 35, 65 and 95 gallon carts

Reinforced Steel Roof
Internally fitted steel profiles



Heavy Duty Build
All steel manufacture with zinc and color coated finishes

Customized Trash Bins
Flat panels for vinyl wrapping and signage

Level Trash Cans
Height adjustable ground fix legs

Touch-Free Recycling
Use the foot pedal to deposit food scraps without touching the cart lid

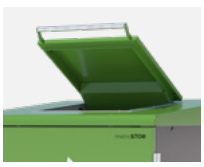
Galvanized Steel Base
Tough coatings to prevent rusting



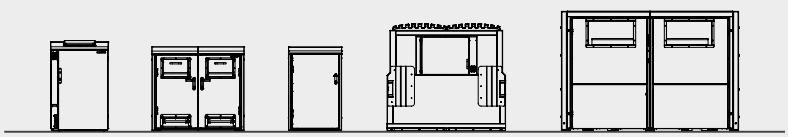
metroKEY App Option
The metroKEY app is a user-friendly access control system for metroSTOR organics cart enclosures, stopping unathorized use.



Keypad Option
Keypad access is an ideal solution for organics drop-off facilities catering to seniors where smartphone usage may be limited.



Easy to Use
Lightweight foot pedal action with soft close lids for quiet streets!



United States: 800 Marshall Phelps Road, Building 1 Unit A, Windsor, CT 06095 **Canada:** 251 Saulteaux Crescent, Unit 209, Winnipeg MB R3J 3C7

STREETSPACE LIMITED, Registered in England and Wales: 10175199. The content of this document is for your general information and use only. The colors and finishes depicted in this brochure are representations and should not be taken as accurate. Specifications are subject to change without notice. Content and specifications correct at time of print December 2025.

Compost Workshops

Next date: Saturday, May 09, 2026 | 10:00 AM to 11:30 AM

The Office of Sustainability invites you to learn about composting, whether at home or how to participate in the drop-off program.

**Registration is required. Participation is for Coral Springs residents only.*

Upcoming Workshops:

Saturday, May 9 • 10 to 11:30 a.m.

Join us at the Coral Springs Community Garden to learn how to compost from start to finish. Master Gardeners will teach you how to start composting at home, demonstrate the different methods of composting in the garden, and how to use compost in your own garden. No experience necessary, open to all ages. Participants will receive a kitchen-top compost bin. Registration required; participation is limited to Coral Springs residents only.

- Coral Springs Community Garden, 2915 Sportsplex Drive
- Register Here (https://signup.com/go/hMdCyHU)

Saturday, June 6 • 10 to 11 a.m.

Did you know that the City of Coral Springs offers a free, food-scrap drop-off service for residents? The Office of Sustainability invites you to learn about the drop-off program and how to participate. Registration required; participation is limited to Coral Springs residents only.

- Kiwanis Park Community Center, 500 Ramblewood Drive
- Register Here (https://signup.com/go/WxUCyZc)

When

Saturday, May 09, 2026 | 10:00 AM - 11:30 AM

Location

Coral Springs Community Gardern, 2915 Sportsplex Drive, Coral Springs, 33065, View Map (https://maps.google.com?q=Coral Springs Community Gardern%202915 Sportsplex Drive %20Coral Springs%2033065)

Event Snapshot

Cost

Free

Contact

Office of Sustainability
sustainability@coralsprings.gov (mailto:sustainability@coralsprings.gov)

Compost Program

Tagged as:

Environmental

Composting

The City of Coral Springs offers free drop-off food waste disposal services for residents. The Compost Coral Springs program aims to manage resources sustainably by reducing food waste, diverting organic material from landfills and incinerators, and providing finished compost to participating residents.

What is composting?

Composting (https://www.epa.gov/sustainable-management-food/composting) is the process of naturally decomposing organic materials, such as food scraps and yard clippings. The resulting “compost” is a nutrient-dense soil amendment.

Composting sustainably diverts waste from incinerators and landfills, many of which in South Florida are reaching capacity. About 52% of municipal solid waste is material that could be composted. Composting also lowers greenhouse gas emissions: compostable wasted food is responsible for 58% of landfill methane emissions, and methane is more than 28 times as potent as carbon dioxide at trapping heat in the atmosphere.

How do I participate in the program?

1. To participate, you must be a Coral Springs resident.
2. Get a bucket with an airtight lid or any type of sealed container and use this to collect accepted materials at home.
3. Bring your ID and empty your bucket at the Waste Transfer Station (https://www.coralsprings.gov/Government/Departments/Public-Works/Garbage-Recycling/Waste-Transfer-Station-Hazardous-Waste) every Saturday from 8 a.m. to 5 p.m. and every Sunday from 12 p.m. to 4 p.m. Each household may drop off a maximum of 5 gallons of material per week.
4. Sign-up for compost-related communications by completing this form (https://forms.coralsprings.gov/243374556360964).
5. Pick up finished compost twice per year at the Waste Transfer Station.

**Items may not be bagged. "Biodegradable" and "Certified Compostable" materials, bags, and liners are not accepted.*

Which items can I include in my compost bucket?

Yes	No

• All Food • Fruit - all parts • Vegetables - all parts • Meat, Fish, Chicken • Dairy • Bones • Eggshells • Coffee Grounds • Coffee Filters • Tea Bags - remove staples • Paper Towels - no cleaning chemicals • Uncoated Paper • Brown Paper Bags • Plant Debris*	• Produce Stickers • All Plastics • Plastics, Liners, Bags labeled as “Biodegradable” • Products labeled as “Certified Compostable” • Tea Bag Staples • Manure • Pet Waste and Kitty Litter • Fats, Oil, Grease** • Wine Corks • Chemicals • Glossy Paper • Waxed Cups • Fabric • Styrofoam • Metal • Glass

**Only 5 gallons of plant debris allowed per person per drop-off.* No palm fronds, twigs, branches or plant material with thorns accepted.

***It is OK to compost food items that have been cooked in fats, oils, and grease. Please do not directly dispose of these liquids in compost bins.*

Upcoming Compost Workshops

FAQ

What happens after I drop off my food scraps? Where does the material go?

- Food scraps and organic material are delivered to Filthy Organics, a local composting company.
- The finished compost is then distributed twice per year to program participants.

When do I get compost back?

- Please see full program guidelines under the tab above: “How do I participate in the program?”

How can I avoid smells and reduce the risk of pests?

- Use an air-tight, fully sealed container.
- If using a counter-top container, ensure you are frequently emptying it into an airtight container. Keep your containers clean. Frequently wash your kitchenette and collections bucket.
- Consider freezing odorous food scraps like meat, poultry and fish until you drop off at the Waste Transfer Station.
- Adjust the level of wet and dry material. Reduce moisture by increasing dry material (e.g., shredded paper, paper egg carton, bread).
- Line your kitchen bucket with a paper bag, newspaper, or BPI-certified compostable bag.
- Wrap food scraps in a paper towel or newspaper to absorb moisture and manage odors.
- As a last resort, consider sprinkling a dash of baking soda inside of your compost bucket and kitchen collector to neutralize smells. *Use sparingly* — excess amounts can negatively affect the health of the compost.

Can I compost non-food items with the labels: “compostable,” “biodegradable,” “made from plants?”

- No. Please follow the approved list of items.
- These labels are well-intentioned but not always accurate and make it harder for our local compost facility to produce clean, nutrient-rich compost.

Can I use a compostable liner/bag for my compost bin?

- To avoid contamination and confusion about misleading labels, we prefer not to use any liners. However, we do accept BPI-certified liner brands. Please do not use "compostable" or "bio-degradable" bags unless they are officially BPI-certified and contain the BPI logo.
- Please verify that the product is BPI-certified and contains this logo:



- The BPI Certification mark indicates third-party verification and ensures a clean compost product.

Can I spray pesticides in the bin to avoid fruit flies?

- No. Pesticides reduce the compost fertility and soil health benefits.
- Organic peppermint spray is an acceptable alternative that does not hurt the compost.

How do I get a composting kit/replace my bucket? Can I get a new bucket?

- The City of Coral Springs began Compost Workshops in 2025. At-home organics collection kits were distributed at several introductory workshops. No replacements are provided.
- All Coral Springs residents may participate in the drop-off program and use any type of air-tight container to collect material at home.
- Attending a workshop is educational and not required to participate in the program.

What about curbside pickup and backyard composting?

- Coral Springs offers free, organics drop-off service and compost give-backs for residents.
- Curbside organics collection services are not provided by the City. Independent, non-affiliated curbside collection services may be available from local composting companies.
- The City highly encourages residents to participate in sustainable practices at home, including backyard composting. Please abide by the local code of ordinances to avoid any odor, pest, or visual nuisance.

Contact Us

Phone

954-345-1165 (tel:9543451165)

Email

sustainability@coralsprings.gov (mailto:sustainability@coralsprings.gov)

Location

Waste Transfer Station
12600 Wiles Road
Coral Springs
33076
View Map (https://maps.google.com?q=Waste Transfer Station%2012600 Wiles Road %20Coral Springs%2033076)

Hours

Saturday - 8 a.m. to 5 p.m.
Sunday - 12 to 4 p.m.

Recycle Right

Sustainable Coral Springs

Compost Communications and Giveaways

CONTACT

Email: Compost@plantation.org

Composting Pilot Program

Composting Plantation

The City's compost pilot program is a drop-off program, accepting the first 50 (fifty) applicants. Participants will be provided with a kitchen food waste bin and a starter supply of biodegradable compost bags. Residents will drop their compost in the collection bin located adjacent to the Community Garden at Jim Ward Community Center (301 NW 46 Avenue). Resident will be provided with a code to access the collection bin.

- **What can I put in my kitchen food bin** - Food scraps (fruits, veggies, coffee grounds, pasta, meats, fish, cheese, etc.) - basically anything that once lived or came from a living being!

can I participate: Join the waitlist by submitting an cation.

Collection Guidelines

- **Scrape it** - Scrape leftover food scraps (fruits, veggies, coffee grounds) into your food waste scrap container.
- **Collect it** - Place food scraps in your scrap container, lined with your compostable bag to prevent odors and leaks. The City will provide one 5-gallon bucket, one indoor kitchen scraps container, and a small quantity of compostable bags.
- **Drop it off** - Head to Jim Ward Community Center during operating hours. Locate the drop off bin adjacent to the community garden.
- **Unload it** - Enter the provided code (code will be provided after registration) into the keypad on the food waste container to deposit your food scrap.
- **Feel good!** You've diverted food waste from landfills and contributed to a greener community.

Acceptable biodegradable compost bags to be used:

- BioBag - also available on Amazon
- EcoSafe - also available on Amazon

The food waste container will be inspected for excessive contamination. If food waste containers are found to have excessive contamination, the City reserves the right to deny access/terminate participation in the
program to anyone habitually depositing contaminated materials.

Acceptable Waste



Unacceptable Waste for Composting

Unacceptable waste items belong with your normal trash or bulk waste.

NO



OIL/GREASE

NO



PLASTIC

NO



GLASS

NO



TRASH

Composting Program Waitlist

Compost Pilot Program - Waitlist

Thank you for your interest in our Composting Pilot Program.

At this time, the pilot program has reached capacity. However, we can place your name on our waitlist and will reach out if a space becomes available or if we expand the program in the future.

We truly appreciate your enthusiasm and your commitment to sustainability in our community. We look forward to connecting with you soon.

COMPOSTING PLANTATION

Full Name

First Name

Last Name

Full Address

Street Number and Name

Unit Number

Postal/ZIP Code

Email

Phone

(___) ___-____

We’re excited to see such a strong response from residents who are ready to take steps toward going greener.

To receive a copy of your submission, please fill out your email address below and submit.

Email Address

Review Submit