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, April 14, 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

C26089

A Resolution of the City of Sunrise, Florida, amending the terms of representation for the Greenberg Traurig, P.A. Law Firm for Special Bond Counsel work. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(B) Agreement

C26112

A Resolution of the City of Sunrise, Florida, approving a "Retainer

Agreement" between the City of Sunrise, Weiss Serota Helfman Cole & Bierman, P.L., and American Traffic Solutions, Inc. d/b/a Verra Mobility; and providing an effective date. City Manager, Mark Lubelski. Thomas P. Moss, City Attorney.

(C) Agreement

C26103

A Resolution of the City of Sunrise, Florida, approving a “Roadway Improvements Cost Agreement” between the City of Sunrise Florida and Baptist Health South Florida, Inc. for certain construction improvements at West Oakland Park Boulevard and the Sawgrass Expressway; and providing an effective date. City Manager Mark Lubelski.

(D) Agreement

C26104

A Resolution of the City of Sunrise, Florida, approving a “Locally Funded Agreement” between the State of Florida Department of Transportation, Florida’s Turnpike Enterprise and the City of Sunrise for certain improvements at West Oakland Park Boulevard and the Sawgrass Expressway; and providing an effective date. City Manager Mark Lubelski.

(E) Agreement

C26109

A Resolution of the City of Sunrise, Florida, approving a “Memorandum of Agreement between Florida Department of Transportation, Florida’s Turnpike Enterprise and City of Sunrise, Florida regarding the Sawgrass Expressway (SR 869) Widening Projects”; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(F) Agreement

C26099

A Resolution of the City of Sunrise, Florida, approving a “State of Florida Department of Health Financial Assistance Standard Contract” between the State of Florida, Department of Health and the City of Sunrise for provision of Post-Overdose Support; and providing an effective date. City Manager Mark Lubelski. John K. McNamara, Fire Chief.

(G) Amendment

C26096

A Resolution of the City of Sunrise, Florida, amending the Personnel Summary for the 2025/2026 Fiscal Year Budget; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(H) Agreement

C26092

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Angiology Corporation of America"; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(I) Agreement

C26094

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Life Extension Clinics, Inc."; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(J) Agreement

C26093

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Life Imaging FLA, Inc."; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(K) Agreement

C26095

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Prenuvo of Minnesota PC, Professional Corporation"; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan

Nabors, Director of Finance and Administrative Services.

(L) Agreement

C26070

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-02-11-MM between the City of Sunrise and Harrell's, LLC" under the terms of the City of Rochester Hills, Michigan, Contract No. Rh-23-037 for the purchase of Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, related items and services; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(M) Agreement

C26107

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 26-01-11-HR for WI-FI at Three (3) Sunrise City Park Sites to Acordis International Corp.; approving "Standard Contract No. C 26-01-11-HR between the City of Sunrise, Florida and Acordis International Corp."; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

(N) Agreement

C26086

A Resolution of the City of Sunrise, Florida, authorizing the Director of Community Development to negotiate an agreement with the number one (1) ranked firm, Traf Tech Engineering, Inc., for Traffic Engineering Consultant Services; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(O) Agreement

C26082

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Miller Legg & Associates, Inc dba Miller Legg for Project Agreement No. PA-26-014-ML Library Square Hardscape Improvements"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(P) Equipment

C26097

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 26-37-01-WL for the purchase of one (1) Tracked Boom Aerial Lift to Cisolift Distribution USA Inc.; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(Q) Amendment

C26083

A Resolution of the City of Sunrise, Florida, approving a "Twelfth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." for the Welleby Park Expansion Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(R) Agreement

C26084

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hillers Electrical Engineering, Inc. for Project Agreement Number: 26-011-HE Water Treatment Plant Fire Alarm System Upgrades"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(S) Agreement

C26090

A Resolution of the City of Sunrise, Florida, to Award Bid No. 26-02-10-CM for the Water Treatment Plant Fire Alarm System Upgrades Project to Cosugas, LLC; approving Contract No. C-26-02-10-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(T) Agreement

C26101

A Resolution of the City of Sunrise, Florida, approving "Amendment No. 3 to Agreement No. 22SRP29 between Florida Department of Environmental Protection and City of Sunrise" for the Springtree Wastewater Treatment Plant Storage and Equipment Building Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(U) Agreement

C26108

A Resolution of the City of Sunrise, Florida, approving a "Surtax Funding Agreement," including a "Cover Sheet," a "Surtax Grant Match Program Funding Application," and "Standard Terms and Conditions for Surtax-Funded Municipal Transportation Project Interlocal Agreements (Rehabilitation & Maintenance Projects, Microtransit, Capital Projects, and Grant Match Program)" between Broward County and the City of Sunrise for the Sunset Strip Drainage Improvements Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(V) Agreement

C26106

A Resolution of the City of Sunrise, Florida, approving a "Surtax Funding Agreement," including a "Cover Sheet," "Standard Terms and Conditions for Surtax-Funded Municipal Transportation Project Interlocal Agreements (Rehabilitation & Maintenance Projects, Microtransit, Capital Projects, and Grant Match Program)," and a "Surtax Funding Request Form" between Broward County and the City of Sunrise for the East Sunrise Asphalt Renewal Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(5) <u>Quasi Judicial Consent Agenda</u>

(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.)

(6) <u>Special Items</u>

(A) Proclamation

Proclamation honoring Coral Springs Vice Mayor Nancy Metayer. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(B) Presentation

Presentation by Western High School Junior Ms. McKinley

Castillo. Mayor Michael J. Ryan.

(C) Proclamation

Proclamation proclaiming the Month of April 2026 as Autism Awareness Month 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.

(D) Proclamation

Proclamation proclaiming the Month of April 2026 as Paralyzed Veterans of America Awareness Month 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.

(E) Presentation

Presentation of the Youth Athlete of the Month Award for April 2026 to Josiah Colon and Violet Warren from the Sunrise Travel Baseball and Travel Softball programs, respectively. Kevin Pickard, Director of Leisure Services.

(F) Presentation

Presentation of the Teacher of the Month Award for April 2026 to Hailey Bates from Sawgrass Elementary School and Shena McNair from Village Elementary School. Kevin Pickard, Director of Leisure Services.

(G) Presentation

Presentation of the Outstanding Performance Award for April 2026 Trudi Foster, Senior Public Service Specialist. Susan Nabors, Director of Finance and Administrative Services.

(H) Presentation

Presentation of the Quarterly Award of Excellence to Navin Ramnath, Deputy City Attorney. Thomas Moss, City Attorney's Office.

(I) Presentation

Recognition of service time and dedication for employees that are retiring from City service awarded to: Kim Sibner, Assistant Director/Code Compliance Manager, Community Development

Department; Francisco Hernandez, Firefighter, Fire Rescue Department. Shannon Ley, Director of Community Development. John K. McNamara, Fire Chief.

(J) Proclamation

Proclamation proclaiming the Month of April 2026 as National Child Abuse Prevention Month and the week of April 19-25, 2026 as Volunteer Appreciation Week 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.

(K) Proclamation

Proclamation proclaiming the Month of April 2026 as Child Abuse Prevention Month 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.

(L) Proclamation

Proclamation proclaiming the Month of April 2026 Sexual Assault Prevention and Awareness Month and April 29, 2026 as Denim 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.

(M) Proclamation

Proclamation proclaiming April 18th, 2026 as Arbor 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) <u>City Items</u>

(A) Voting Delegates

Commission Discussion and/or action re: Selection of Voting Director, Alternate, and Second Alternate to the Broward League of Cities' general membership or Board of Director meetings. City Manager Mark Lubelski. Lourdes Lawrence, Administrative Services Manager.

(8) <u>Open Discussion</u>

(9) Commission/Mayor Reports

(10) City Manager's Report

(A) Services

City Manager update on Pilot Composting Program. City Manager Mark Lubelski.

(11) Consent Discussion

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

(12) Public Hearings

(A) Amendment

C26075

Commission discussion and/or action re: Second 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. (First Reading CCM 3/24/2026 Passed 4-0 Kerch absent).

(B) Amendment

C26011

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 5 "Finance and Taxation," Article V "Purchasing and Contracting," Division 3 "Procedure," by amending Section 5-179 "Local Contractor Preference;" to conform with Amendments to State Law; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing for an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(C) Amendment

C26111

Commission discussion and/or action re: First Reading of an

Ordinance of the City of Sunrise, Florida, approving an amendment to the Uniform Signage Plan for the Amerant Bank Arena; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(13) Quasi-Judicial Hearing

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(A) Agreement

C26102

A Resolution of the City of Sunrise, Florida, approving a "Settlement Agreement" between the City of Sunrise, West Construction, Inc., and Philadelphia Indemnity Insurance Company; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(B) Commission Budget Transfer

Commission Discussion and/or Action regarding a Budget Transfer for the City Commission Office. City Manager Mark Lubelski. Lourdes Lawrence, Administrative Services Manager.

(17) New Business

(A) BLC Sponsorship

Commission Discussion and/or Action Re: The Broward League of Cities 69th Annual Installation Gala potential sponsorship. Commissioner Neil C. Kerch.

(B) Seasonal Nativity Set

Commission Discussion and/or Action Regarding a Seasonal Nativity Set. Deputy Mayor Jacqueline Guzman.

(C) City-Issued Proclamations

Commission Discussion and/or Action Regarding City of Sunrise-Issued Proclamations list the full names of all Commissioners. Deputy Mayor Jacqueline Guzman.

(D) Amendment

C26105

A Resolution of the City of Sunrise, Florida, updating Resolution No. 11-183, as amended, which identifies Charitable Organizations, Nonprofit Entities, Fundraising Events, and City Events that are formally approved by the City of Sunrise for purposes of charitable solicitations under the county's elected official code of ethics; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

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: City Attorney

Item Title: Agreement

Item Number: 4A **Meeting Date:** 4/14/2026

City Reference Number (C#): C26089

Item Description:

A Resolution of the City of Sunrise, Florida, amending the terms of representation for the Greenberg Traurig, P.A. Law Firm for Special Bond Counsel work. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
001.14.10.514.503111

Amount:
To be determined.

ATTACHMENTS:

ATY Resolution - C26089
Exhibit A - GT Letter

Background:
Greenberg Traurig, P.A. has represented the City of Sunrise as special counsel in connection with the issuance of bonds, incurrence of debt obligations, and other bond and finance-related work since 1997.

Since 2013, Greenberg Traurig has billed the City $295 per hour for work that is not related to a specific bond-issuance or financing, such as action items required after a bond issue, issues regarding projects the City contemplates undertaking, and research unrelated to a specific financing (Special Bond Counsel Work). Much of the Special Bond Counsel Work is paid for or reimbursed to the City from third parties that directly benefit from the City's use of Greenberg Traurig.

Greenberg Traurig is requesting an increase to its hourly rates for Special Bond Counsel Work to $400 for shareholders, $350 for associates, and $200 for paralegals. For Special Bond Counsel Work that benefits third parties, and is paid for or reimbursed to the City from those third parties, the hourly rates will be agreed upon by the parties on a case-by-case basis.

City staff have reviewed the proposed rates and find them to be fair, reasonable, and below industry rates for this highly specialized area of law.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AMENDING THE TERMS OF REPRESENTATION FOR THE GREENBERG TRAURIG, P.A. LAW FIRM FOR SPECIAL BOND COUNSEL WORK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Greenberg Traurig, P.A. (Firm) has represented the City of Sunrise in as special counsel in connection with the issuance of bonds, incurrence of debt obligations, and other bond and finance-related work since 1997; and

WHEREAS, since 2013, the Firm has billed the City $295 per hour for work that is not related to a specific bond-issuance or financing, such as action items required after a bond issue, issues regarding projects the City contemplates undertaking, and research unrelated to a specific financing (Special Bond Counsel Work); and

WHEREAS, the Firm is requesting an increase to its hourly rates for such Special Bond Counsel Work pursuant to a Letter Agreement. City staff have reviewed the proposed rates and find them to be fair, reasonable, and below industry rates for this highly specialized area of law.

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

Section 1. The Letter Agreement (Agreement) increasing Greenberg Traurig, P.A.'s hourly rates for Special Bond Counsel Work is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida, contractual services for legal services are exempt from competitive procurement.

Section 3. The City Attorney is hereby authorized to execute the Agreement and to take all actions necessary to fully perform the Agreement, including approving hourly rates for Special Bond Counsel Work that is paid or reimbursed by third parties.

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

EXHIBIT A

GT GreenbergTraurig

Albert A. del Castillo
Tel 305-579-0545
delcastilloa@gtlaw.com

March 19, 2026

Thomas P. Moss, Esq.
City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Dear Tom:

Over the years, Greenberg Traurig, P.A. ("Greenberg" or the "Firm") has served as Bond Counsel to the City of Sunrise (the "City") in connection with the issuance of bonds and the incurrence of other debt obligations. Prior to the undertaking of a specific financing, the City and Greenberg mutually agree on the Bond Counsel fee for the financing. From time to time, the City also asks the Firm to perform work in-between specific financings. This work can consist of, for example, action items required after a bond issue or other borrowing is completed, questions regarding potential projects the City contemplates undertaking or the need to research or perform other work unrelated to a specific financing (collectively, the "Special Bond Counsel Work"). Since 2013, the Firm has billed the City on an hourly rate basis at a discounted hourly rate of $295/hr. for such Special Bond Counsel Work.

As we have discussed, the Firm would like to adjust the hourly rates we charge the City for Special Bond Counsel Work so that those rates are consistent with the hourly rates we currently charge our other South Florida public finance clients for such work. Accordingly, going forward, we propose to charge the City for Special Bond Counsel Work at the discounted hourly rates set forth below, which rates are consistent with the discounted hourly rates we charge our other South Florida public finance clients for Special Bond Counsel Work. Specifically, the hourly rates would be as follows:*

Shareholders	$400
Associates	$350
Paralegals	$200

* These steeply discounted hourly rates would apply to any Special Bond Counsel Work for which the fees are to be paid from funds of the City, without any reimbursement by a third-party (the "City-Paid Work"). If, however, the Special Bond Counsel Work is to be paid by a third-party, either directly or through reimbursement to the City, then the hourly rates for such Special Bond Counsel Work shall be as mutually agreed between the City and the Firm upon commencement of such Special Bond Counsel Work.

The hourly rates quoted above are steeply discounted from our standard hourly rates. By way of example, my 2026 standard hourly rate is $1,470; the 2026 standard hourly rate of Taylor Klavan, our 103-tax shareholder who would provide tax advice on City matters is $920.00; the 2026 standard hourly rate of Jason Gonzalez, our public finance associate who would assist on City matters is $865.00; and the 2026 standard hourly rate of Clara Stegemann, our public finance paralegal who would assist on City matters is $435.00.

The discounted hourly rates set forth above will be for Special Bond Counsel Work only. Bond Counsel fees for specific financings will continue to be established as we have historically done and will not be subject to the limitations set forth in this letter. In addition to our hourly rate fees for Special Bond Counsel Work, we would expect to be reimbursed for all client charges made or incurred in connection with the services provided, such as photocopying, courier or overnight deliveries, filing or recording fees, publication charges, computer-assisted research, preparation of closing transcripts and other similar charges.

If you are in agreement with the foregoing, please signify by signing a counterpart of this letter and returning it to me.

Very truly yours,

Albert A. del Castillo
Shareholder

ACCEPTED AND AGREED:

CITY OF SUNRISE, FLORIDA

By: _____
Name: Thomas P. Moss, Esq.
Title: City Attorney
Dated: _____, 2026

Greenberg Traurig, P.A. | Attorneys at Law
333 Southeast Second Avenue | Suite 4400 | Miami, FL 33131 | T +1 305.579.0500 | F +1 305.579.0717
www.gtlaw.com

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Agreement

Item Number: 4B **Meeting Date:** 4/14/2026

City Reference Number (C#): C26112

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Retainer Agreement" between the City of Sunrise, Weiss Serota Helfman Cole & Bierman, P.L., and American Traffic Solutions, Inc. d/b/a Verra Mobility; and providing an effective date. City Manager, Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
To be paid by Contractor.

ATTACHMENTS:

ATY Resolution - C26112
Exhibit A - Tri-Party Retainer Agreement

Background:
The City requires the services of special appellate counsel to represent the City in the City's appeal of the recent trial court ruling in *State of Florida v. Kayla Erin McFadden.*

Because American Traffic Solutions, Inc. d/b/a Verra Mobility (Verra Mobility) and the City share a common interest in the outcome of the appeal, Verra Mobility has agreed to pay the legal fees incurred in the appeal and related proceedings. Pursuant to the attached tri-party Retainer Agreement, Verra Mobility will initially pay up to $75,000 for such legal services. If the appeal is not concluded at that point, the Weiss Serota law firm will notify Verra Mobility, provide a revised budget estimate for the completion of the appeal, and the parties will confer and determine whether to increase the budget.

City staff have reviewed the tri-party Retainer Agreement and recommend Commission approval.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "RETAINER AGREEMENT" BETWEEN THE CITY OF SUNRISE, WEISS SEROTA HELFMAN COLE & BIERMAN, P.L., AND AMERICAN TRAFFIC SOLUTIONS, INC. D/B/A VERRA MOBILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires the services of special appellate counsel to represent the City in the City's appeal of the trial court ruling in *State of Florida v. Kayla Erin McFadden* and in related proceedings (the "Appeal"); and

WHEREAS, Weiss Serota Helfman Cole & Bierman, P.L. (Weiss Serota) has been selected as special counsel to represent the City in the Appeal and American Traffic Solutions, Inc. d/b/a Verra Mobility (Verra Mobility) has agreed to pay the legal fees incurred in the Appeal; and

WHEREAS, a Retainer Agreement between Weiss Serota, Verra Mobility, and the City is necessary to set forth the terms and conditions related to the legal representation and payment of fees incurred in the Appeal; and

WHEREAS, the City Commission must hire special counsel, and approval is requested to allow the City Attorney to execute a Retainer Agreement between Weiss Serota, Verra Mobility, and the City.

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

Section 1. The "Retainer Agreement" between Weiss Serota Helfman Cole & Bierman, P.L., American Traffic Solutions, Inc. d/b/a Verra Mobility, and the City of Sunrise (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, contractual services for legal services are exempt from competitive procurement.

Section 3. The City Attorney is hereby authorized to execute the Retainer Agreement.

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

Tmoss@sunrisefl.gov
Tom Moss, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Re: Retainer Agreement

Dear Mr. Moss:

This letter will confirm that you have engaged our firm to represent the City of Sunrise, Florida (the "City" or "you") in connection with the City's appeal of the recent adverse ruling in *State of Florida v. Kayla Erin McFadden*, Case No. 25135882TI20A (Broward Cty. Ct. Mar. 3, 2026) (the "Appeal"). We are pleased to have this opportunity to represent you, and we look forward to working with you on this Appeal. This letter is intended to supersede the retainer agreement between our firm and the City, which you executed on March 11, 2026.

Scope of Engagement. Our firm is retained to act as the City's lead counsel in the Appeal. Because of the nature of the Appeal and the underlying motion to dismiss and adverse ruling, and motions raising other constitutional and evidentiary challenges, which motions have already been asserted again in separate proceedings involving the City (the "Related Proceedings"), our firm's representation is expected to extend not only to the Appeal, but also to the Related Proceedings in accordance with the terms set forth herein. If there is disagreement as to whether the current representation encompasses additional work requested by the City, the City will inform us before we commence the additional work, and a new retainer agreement will be adopted.

Staffing. It is anticipated that Edward G. Guedes and Samuel I. Zeskind will have primary responsibility for the City's representation, taking the lead in strategic matters, handling the Appeal, and performing such work as is requested by the City in the Related Proceedings. Additional lawyers in the firm may be enlisted to provide assistance in the representation as determined by Messrs. Guedes and Zeskind in order to represent the City in the most cost-effective manner possible. We will provide legal counsel to the City in accordance with the terms of this agreement and in reliance upon information and guidance that you provide to us. We will endeavor to keep the City reasonably informed of the progress of the Appeal and Related Proceedings and of any significant developments, as well as respond to your inquiries in the course of our engagement.

Cooperation. To enable us to represent the City effectively, you agree to cooperate fully with us in all matters relating to the Appeal and Related Proceedings, and to disclose to us fully and accurately all facts and documents that may be relevant or that we may otherwise request. You agree to make designated representatives available to attend and testify at court proceedings, as may be appropriate.

Advice About Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the Appeal and the Related

Proceedings or various courses of action and the results that might be anticipated. Any such statement made by any lawyer or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Fees and Costs. As you know, American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), has agreed to fund the City's Appeal and the Related Proceedings. In particular, Verra Mobility will pay the reasonable and necessary fees and costs incurred by our firm in connection with the Appeal and the Related Proceedings on behalf of the City. As such, our firm will not look to the City to pay those fees and costs and will look solely to Verra Mobility to do so. However, the City will always be our client, and our ethical duty shall inure to the City first and foremost. To signify Verra Mobility's agreement to the economic terms of our arrangement, we are asking Verra Mobility to sign this letter below agreeing to the terms in this section titled "Fees and Costs." We will provide you with a copy of our invoices to be submitted to Verra Mobility so that you can monitor the progress of the case.

Verra Mobility is agreeing to pay only the reasonable and necessary fees and costs incurred by our firm in connection with the Appeal and Related Proceedings. Verra Mobility is not agreeing, and does not by signing the letter agree, to pay the fees and costs of any other law firm in connection with the Appeal or Related Proceedings. Nor is it agreeing to pay fees and costs incurred in matters other than the Appeal and Related Proceedings. To the extent the City and Verra Mobility are to agree on the payment of such other costs, such agreement must be documented in a separate writing.

We have agreed to charge and accept a discounted hourly rate of $600 for appellate partner, $500 for partner and $400 for associate for all time expended by our attorneys. Any paralegal working on the Appeal or Related Proceedings will be billed at an hourly rate of $250. Those rates are subject to adjustment every October 1. The firm will notify the City and Verra Mobility before implementation of any new rates. The rates multiplied by the time expended on the City's behalf, measured in tenths of an hour, will be the basis for determining the fee. Should we prevail in the Appeal or the Related Proceedings, you acknowledge that, where permitted, we may seek an award of attorneys' fees and costs from the court at a higher rate reflecting our standard hourly rates, in addition to any "multiplier" that may be awarded, to be paid by any opposing party or opposing party's counsel. In the event we receive a court-ordered award of attorney's fees, that award will be applied first to reimburse Verra Mobility for the fees and costs it has paid on your behalf pursuant to this agreement, with our firm retaining any balance above and beyond that sum.

The firm typically incurs costs in connection with legal representation, which we will do here in accord with Verra Mobility's Guidelines for Representation by Outside Counsel, which are hereby incorporated into this agreement. Such expenses may also include filing fees, deposition costs, travel, process servers, court reporters, and witness fees. We will customarily include charges for these items in our regular invoices, payable upon your receipt. We normally do not make a separate charge for secretarial work unless there is a situation that requires overtime staff work. In addition, we will not incur significant costs on the City's behalf without first having consulted with Verra Mobility.

We will provide Verra Mobility and you with statements after the end of every month for work performed and expenses recorded on our books during the previous month. If any statement is not paid when due, then we must reserve the right to suspend performing legal services for you until Verra Mobility has made arrangements satisfactory to the firm for payment of any amounts due and for future services and expenses.

Because Verra Mobility is paying the fees and costs of this representation and because its interests in the Appeal and the Related Proceedings are presently aligned with those of the City, we have agreed to consult with Verra Mobility on the litigation process, including concerning tactics and strategy. While we have agreed to consider Verra Mobility's opinion, Verra Mobility acknowledges that nothing contained herein shall interfere with the firm's exercise of its independent, professional judgment on the City's behalf.

Verra Mobility reserves the right to discontinue the payment of fees and expenses upon seven days written notice to you if your contract with Verra Mobility for red light camera services is terminated, expires without renewal, otherwise fails to remain effective, or is breached by you in any material respect. Verra Mobility will pay all reasonable and necessary fees expenses we incur prior to the expiration of the seven-day notice period. Upon such discontinuance, you may continue to employ our firm as counsel in the Appeal and Related Proceedings, but such employment will be at the City's own expense.

The fees and costs relating to this matter are not predictable with certainty. Accordingly, we have made no commitment to you or Verra Mobility concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

However, because Verra Mobility will not provide an unrestricted authorization to fund the Appeal or Related Proceedings, the parties agree the initial amount of funding Verra Mobility will provide is up to $75,000 for the Appeal and Related Proceedings (the "Initial Budget Cap"). Upon reaching seventy-five percent (75%) of the Initial Budget Cap (i.e., $56,250), if the Appeal and Related Proceeding are not yet concluded, we will promptly notify Verra Mobility in writing and provide a revised budget estimate for the remainder of the Appeal and any Related Proceedings. Verra Mobility, the City Attorney and Weiss Serota shall then confer in good faith regarding whether to increase, maintain, or otherwise adjust the Initial Budget Cap. Any increase to the Initial Budget Cap must be agreed to in writing before the firm incurs any additional fees or costs beyond the cap. If Verra Mobility does not agree to an increase, the firm's performance of legal services at Verra Mobility's expense shall cease upon exhaustion of the Initial Budget Cap, with the City having the option to continue the representation at its own expense.

Third party payment. Under the Rules Regulating the Florida Bar, our firm cannot accept compensation from a third-party (here, Verra Mobility) for representing a client (here, the City) unless (1) there is no interference with our independence of judgment or the client-lawyer relationship, (2) information concerning the lawyer-client relationship is kept confidential, and (3)

the client gives informed consent. We do not perceive that our receiving compensation from Verra Mobility will interfere with our independence or the lawyer-client relationship. Both the City and Verra Mobility have a common interest in seeing this Appeal and Related Proceedings succeed and securing the underlying principle that the City's red-light camera program with Verra Mobility is permissible under law. Accordingly, the interests of the City and Verra Mobility appear to us to be aligned with respect to the subject of this engagement.

Further, we do not see any difficulty complying with our obligation to maintain client confidences with respect to this matter. Many of the facts and documents at issue in the Appeal are matters of public record, making the disclosure of confidential information with respect to those facts and documents unlikely. With respect to those matters that are confidential, we believe that they are adequately protected because parties who share a common legal interest may exchange attorney-client communications and work product without waiving that confidentiality where the communications are on matters related to the common interest.

Our duty of representation is first and foremost to the City; and we will advance such positions, arguments and defenses as we, in consultation with you, determine to be in the best interests of the City. Should there come a time when we, in the exercise of our independent professional judgment, determine that the City's interests in the Appeal of the Related Proceedings are not aligned with those of Verra Mobility, we will immediately notify you, as well as Verra Mobility, to resolve any dispute and make a determination as to whether the current arrangement for legal representation may be continued. However, at all times, we will comply with our ethical obligation to safeguard the interests of the City, our client. Should Verra Mobility and the City be unable to reach a satisfactory resolution of any dispute, the City will retain the right, if it so desires, to continue to employ our firm in connection with the Appeal and any Related Proceedings, though such representation may be at the City's sole expense.

If you have any questions about any of the foregoing, please do not hesitate to contact me to discuss them. By signing this letter, you agree that you have been fully informed about our relationship with Verra Mobility and its potential implications for this engagement and that you consent to our representation in light of that knowledge.

Termination of Representation. You may terminate this representation at any time by notifying us. Your termination of our services will not affect Verra Mobility's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

We may withdraw from representation if you fail to fulfill your obligations under this agreement, or Verra Mobility fails to pay our fees and expenses, or as permitted or required under

any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Florida Statutory Provisions

Verification of Employment Eligibility. Verra Mobility and Weiss Serota Helfman Cole & Bierman, P.L. ("Weiss Serota") represent that they, and any subcontractor thereof, 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.

Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Verra Mobility and Weiss Serota represent that they have not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that they are not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Verra Mobility and Weiss Serota certify that they are not participating in a boycott of Israel, and are not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. The City may, at the option of the City Commission, terminate this Agreement if Verra Mobility or Weiss Serota have been placed on the Scrutinized Companies that Boycott Israel List, or are engaged in a boycott of Israel. Verra Mobility and Weiss Serota represent that they are, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

Public Entity Crime Act. 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 (political subdivision); 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.

Human Trafficking. Verra Mobility and Weiss Serota warrant and represent that they do not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and have provided the City affidavits attesting that they do not use coercion for labor or services as required by Section 787.06, Florida Statutes.

Public Records. To the extent Verra Mobility and Weiss Serota and this Agreement are subject to Section 119.0701, Florida Statutes, Verra Mobility and Weiss Serota 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 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 the Agreement and following completion of the Agreement if Verra Mobility and Weiss Serota do not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Verra Mobility or Weiss Serota or keep and maintain public records required by the City to perform the service. If Verra Mobility and/or Weiss Serota transfer all public records to the City upon completion of the Agreement, Verra Mobility and/or Weiss Serota shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Verra Mobility and/or Weiss Serota keep and maintain public records upon completion of the Agreement, Verra Mobility and/or Weiss Serota 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 VERRA MOBILITY OR WEISS SEROTA HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEY 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).

Please review this letter carefully and, if it meets with your approval, please sign in the space provided below and return it to me via email so that we may continue our representation. Again, we appreciate this opportunity to be of service. Please do not hesitate to call me if you have any questions.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By:_____
Edward G. Guedes

Accepted and agreed to this ____ day of
_____, 2026.

CITY OF SUNRISE, FLORIDA

By:_____
Tom Moss, City Attorney

Accepted and agreed to this ____ day of _____, 2026.

AMERICAN TRAFFIC SOLUTIONS, INC. D/B/A VERRA MOBILITY

By:_____
Kristen Young, Deputy General Counsel

Accepted and agreed to this 3rd day of April, 2026.

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4C **Meeting Date:** 4/14/2026

City Reference Number (C#): C26103

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Roadway Improvements Cost Agreement" between the City of Sunrise Florida and Baptist Health South Florida, Inc. for certain construction improvements at West Oakland Park Boulevard and the Sawgrass Expressway; and providing an effective date. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26103

Background:

At the January 11, 2022 City Commission Meeting, the City Commission approved the second reading of the Ordinance approving the Agreement for Purchase and Sale between the City and Baptist Health South Florida, Inc. (Baptist) for the City's property located on the northwest corner of Oakland Park Boulevard and the Sawgrass Expressway. Baptist has agreed to construct a community hospital on the property, which will be Baptist's first hospital in Broward County.

Pursuant to the Agreement for Purchase and Sale, Baptist has purchased the property for construction the of a community hospital. Baptist is finalizing the construction plans and working towards obtaining the necessary construction permits.

As part of the site plan development, Baptist identified certain offsite roadway improvements at West Oakland Park Boulevard and the Sawgrass Expressway. The improvements primarily include, but are not limited to, revising roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, and utility relocation. The City, Florida Department of Transportation (FDOT), Broward County, and Baptist collaborated to develop a conceptual design of the offsite roadway improvements. Since the development of the conceptual design of the offsite roadway improvements, agreements were executed allowing FDOT to prepare full design plans that would incorporate Baptist's offsite roadway improvements into the Sawgrass Expressway project.

As part of FDOT's adopted work plan, FDOT is proposing to widen and make improvements to the Sawgrass Expressway. FDOT is currently finalizing construction plans for the phase of the project that includes the portion of the Sawgrass Expressway from Sunrise Boulevard to north of West Oakland Park Boulevard. FDOT's project will also include the construction of a full access interchange at Pat Salerno Drive. FDOT has identified that they are planning to advertise the construction bid in late summer 2026, with construction finishing in 2028.

Based upon the projected timelines for the construction of the hospital and FDOT's Sawgrass Expressway widening and improvement project, on behalf of Baptist the City has requested FDOT to include the construction work required to advance the offsite roadway improvements within FDOT's construction project. FDOT is willing to complete the construction work, provided that the City enters into an agreement to provide the local share of the construction work funding. Based upon negotiations with FDOT, a separate Locally Funded Agreement (LFA) has been developed whereby the City will pay One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars ($1,736,345.34) for FDOT to complete the construction of the offsite roadway improvements. This LFA is included as a separate agenda item within tonight's City Commission Meeting Agenda.

The attached Roadway Improvements Cost Agreement has been prepared between the City and Baptist. As part of the agreement, Baptist has agreed to pay the City of Sunrise the full amount that the City becomes obligated to pay FDOT for the construction of the offsite roadway improvements, along with any increases as a result of modifications to the work that are requested

on behalf of Baptist. Upon execution of the agreement, Baptist will have fourteen calendar days to provide payment of One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars ($1,736,345.34) to the City.

Staff recommends approval of the attached Roadway Improvements Cost Agreement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Sean Dinneen, Assistant City Manager Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "ROADWAY IMPROVEMENTS COST AGREEMENT" BETWEEN THE CITY OF SUNRISE, FLORIDA AND BAPTIST HEALTH SOUTH FLORIDA, INC. FOR CERTAIN CONSTRUCTION IMPROVEMENTS AT WEST OAKLAND PARK BOULEVARD AND THE SAWGRASS EXPRESSWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 11, 2022, the Sunrise City Commission approved via Ordinance No. 684, the Agreement for Purchase and Sale between the City of Sunrise and Baptist Health South Florida, Inc. (Baptist) for the property located on the northwest corner of Oakland Park Boulevard and the Sawgrass Expressway. Baptist purchased the property for the construction of a community hospital; and

WHEREAS, as part of the site plan development, Baptist identified certain offsite roadway improvements at West Oakland Park Boulevard and the Sawgrass Expressway. The City, Florida Department of Transportation (FDOT), Broward County, and Baptist collaborated to develop a conceptual design of the offsite roadway improvements; and

WHEREAS, concurrent with the development of the community hospital by Baptist, FDOT is proposing to widen and improve the Sawgrass Expressway, including improvements to the Oakland Park Boulevard interchange with the Sawgrass Expressway; and

WHEREAS, based upon the projected timelines for the construction of the hospital and FDOT's Sawgrass Expressway widening and improvement project, the City has requested, on behalf of Baptist, that FDOT include the construction work required to advance the offsite roadway improvements within FDOT's construction project. FDOT is willing to complete the construction work provided the City enters into an agreement to provide the local share of the construction work funding. Based upon negotiations with FDOT, a separate Locally Funded Agreement (LFA) has been developed whereby the City will pay One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars ($1,736,345.34) for FDOT to complete the construction of the offsite roadway improvements; and

WHEREAS, a Roadway Improvements Cost Agreement has been prepared between the City and Baptist. As part of that Agreement, Baptist has agreed to pay the City all of the amount that the City becomes obligated to pay FDOT for the construction

of the offsite roadway improvements, along with any increases as a result of modifications to the work that are requested on behalf of Baptist.

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

Section 1. The "Roadway Improvements Cost Agreement" (Agreement) between the City of Sunrise and Baptist Health South Florida, Inc. for construction improvements at West Oakland Park Boulevard and the Sawgrass Expressway, is hereby approved. A copy of the Agreement is attached to and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. City staff is hereby authorized to take all actions necessary to fully perform the Agreement.

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

ROADWAY IMPROVEMENTS COST AGREEMENT

This Agreement for payment of costs for roadway improvements ("Agreement") is entered into by and between the City of Sunrise, a Florida municipal corporation ("City"), whose address is 10770 West Oakland Park Boulevard, Sunrise, FL 33351, and Baptist Health South Florida, Inc., a Florida not-for-profit corporation ("Developer"), whose address is 6855 Red Road, Suite 600, Coral Gables, FL 33143 (the City and the Developer may be referred to collectively as the "Parties"), upon the following terms and conditions.

RECITALS

WHEREAS, Pursuant to an Agreement for Purchase and Sale between the City and Developer dated January 11, 2022, Developer purchased real property within the City for construction of a community hospital; and

WHEREAS, as part of the hospital project, Developer desires certain improvements at West Oakland Park Boulevard and the Sawgrass Expressway, to include: revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, and utility relocation (collectively, the "Improvements"). The Improvements are intended to include a westbound U-turn movement and an eastbound left turn movement along West Oakland Park Boulevard and the Sawgrass Expressway, as conceptually depicted in Exhibit “A” to the Locally Funded Agreement attached as **Exhibit 1**; and

WHEREAS, concurrent with the potential development of the community hospital by Developer, the Florida Department of Transportation, Florida's Turnpike Enterprise (the "Department") is proposing to widen and improve the Sawgrass Expressway, including improvements to the Oakland Park Boulevard interchange with the Sawgrass Expressway as described in the Department’s Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 (the "Project"); and

WHEREAS, on behalf of the Developer, the City has requested the Department to include the Improvements as part of the Project, and the Department is willing to perform said construction, Construction Engineering and Inspection (CEI) and post-design services for the Improvements contingent upon the City entering into an agreement with the Department to provide the local share for the construction, CEI and post-design services for the Improvements; and

WHEREAS, the Department and the City have negotiated a Locally Funded Agreement whereby the Department will perform the construction, CEI and post-design services for the Improvements upon the City's payment of One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars ($1,736,345.34) (the "Local Share"). A copy of the Locally Funded Agreement is attached hereto and incorporated herein as **Exhibit 1**; and

WHEREAS, the Department will utilize the Local Share to fund the construction, CEI and post-design services for the Improvements; and

WHEREAS, Developer agrees to pay to the City all amounts the City becomes obligated to pay to the Department for the construction, CEI and post-design services for the Improvements under the Locally Funded Agreement, including the Local Share, and any increases to the Local Share the result of modifications to the Improvements requested by the Developer.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein by reference.

2. Developer shall, within fourteen (14) calendar days from the execution of this Agreement, remit payment to the City the Local Share as set forth above. The Local Share will not be subject to reduction at any time and will not be refundable. If the actual cost of the construction, CEI and post-design services for the Improvements is less than the Local Share funds provided, the excess will be applied to other phases of the Improvements.

a) The City shall issue an invoice to Developer in conjunction with the execution of this Agreement.

b) Payment shall be received by the City within fourteen (14) calendar days of the invoice date either by payment by wire (instructions to be separately provided by the City) or by forwarding a check to:

City of Sunrise
Director of Finance and Administrative Services
10770 West Oakland Park Blvd.
Sunrise, FL 33351

3. Should modifications occur that increase the Local Share that are the result of modifications proposed by the Developer, Developer agrees to provide, without delay, in advance of the additional work to be performed, adequate funds to ensure that the Local Share is sufficient to fully fund the construction, CEI and post-design services work required to advance the modifications as part of the Project.

4. Developer acknowledges and agrees that the City's obligation to pay the Department for the construction, CEI and post-design services for the Improvements is contingent upon the Developer's timely payment to the City. Accordingly, if Developer fails to pay City the Local Share identified above for the construction, CEI and post-design services, or any portion thereof, within the time specified above, the Department may delay or refuse to perform the construction, CEI and post-design work for the Improvements.

5. This Agreement shall become effective upon execution by the Parties and upon its approval by the City Commission of the City of Sunrise and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) days after final payment has been made to the Department's consultants and contractors for work on construction, CEI, and post-design services of the Improvements.

6. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

7. When either Party desire to give notice to the other, such notice must be in writing, set by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the:

To City: City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

With copy to: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

To Developer: Baptist Health South Florida, Inc
Attn: Ana Lopez-Blazquez
6855 Red Road, Suite 600
Miami, Florida 33143

With copy to: Janna P. Lhota, Esq.
Holland & Knight, LLP
515 East Las Olas Blvd, Suite 1200
Fort Lauderdale, FL 33301

8. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. CITY AND DEVELOPER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

9. Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement or waive the Parties' respective sovereign immunity protections against claims by third parties.

10. This Agreement shall be binding upon the Parties, their successors and assigns.

11. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Contract or any other contract.

12. This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the dates set forth below.

CITY OF SUNRISE, FLORIDA

By: _____
Name: Michael J. Ryan
Title: Mayor
Date: _____

Authentication:

By: _____
Name: _____
Title: _____

Approved as to form for the City:

By: _____
Name: _____
Title: _____

BAPTIST HEALTH SOUTH FLORIDA, INC.

By: _____
Name: Matt Arsenault
Title: EVP and Chief Financial Officer
Date: 4-6-26

EXHIBIT 1

LOCALLY FUNDED AGREEMENT

LOCALLY FUNDED AGREEMENT

This LOCALLY FUNDED AGREEMENT ("Agreement"), is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the "Department"), and the CITY OF SUNRISE, a Florida municipal corporation of the State of Florida (the "City") (the Department and the City may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Department is authorized to enter into agreements with governmental entities that wish to aid in any Department project or project phase in the Department's adopted work program in accordance with Section 339.12, Florida Statutes.

B. The Department's adopted work program includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from Sunrise Boulevard to Oakland Park Boulevard, as described in the Department's Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 (the "Project").

C. The City has asked the Department to include as part of the Project certain improvements at West Oakland Park Boulevard (an off-system arterial roadway under the jurisdiction of and owned and maintained by Broward County) and the Sawgrass Expressway (SR 869). These improvements include revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project (the "Improvements").The Improvements are intended to include a westbound U-turn movement and an eastbound left turn movement along West Oakland Park Boulevard and the Sawgrass Expressway, as conceptually depicted in Exhibit "A" to this Agreement.

D. The City is willing to contribute funding associated with the construction, Construction Engineering and Inspection (CEI), and post-design services for the Improvements as part of the Project in the amount of One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars ($1,736,345.34) (the "Local Share").

E. Contingent upon the City's agreement to provide the Local Share to fund the Improvements, the Department is willing to construct the Improvements as part of the Project as further set forth herein.

F. On _____, 2026, the City Commission for the City authorized the City Manager to execute this Agreement on behalf of the City.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the City and the Department agree that the Recitals are true, correct and incorporated by reference herein, and further agree as follows:

SECTION 1
OBLIGATIONS OF THE DEPARTMENT

1.1 The Department shall construct the Improvements as part of the Project, as programmed in the Department's Five-Year Adopted Work Program as FPN 437155-1. The construction work includes revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project. The Parties acknowledge and agree to the conceptual drawing reflected in Exhibit "A" and agree that the Project Plans may be modified during the final design process for the Project. Any change, deviation, correction or alterations of the Project Plans made by the Department after the City's review shall be coordinated with the City. Any future changes requested by the City, not contemplated in the Project Plans, following the Project bid solicitation notice, may be considered by the Department, but all additional costs resulting from any City-requested changes will be borne solely by the City.

1.2 The Department will utilize the City's Local Share to pay its contractors and consultants as expenditures are incurred for construction, CEI, and post-design services work of the Improvements as part of the Project. The Department will be responsible for the costs of the construction, CEI, and post-design services of the Improvements that exceed the City's Local Share.

1.3 The Department will hold coordination meetings with representatives of the City throughout the construction process for the Improvements.

1.4 As provided in this Locally Funded Agreement, the Department will construct the Improvements in accordance with the terms and conditions of a construction contract currently scheduled for bid solicitation notice by the Department on or about June 12, 2026. The Department may adjust the Projects schedule as necessary and will provide reasonable notice to the City. Such adjustments shall not require an amendment to this Agreement.

SECTION 2
OBLIGATIONS OF THE CITY

2.1 The City shall, no later than fourteen (14) calendar days before the scheduled date of the bid advertisement notice by the Department for bids on the construction contract for the Project, contribute the Local Share to the Department for construction, CEI, and post design services of the Improvements. The City's Local Share will not be subject to reduction at any time and will not be refundable. If the actual cost of the construction, CEI, and post design for the Improvements is less than the Local Share funds provided, the excess will be applied to other phases of the Improvements.

2.2 The City shall not use any federal funds to provide the Local Share to the Department.

SECTION 3
FINANCIAL PROVISIONS

3.1 The requirements of Section 339.135(6)(a), Florida Statutes (F.S.), are incorporated in this Agreement:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year."

3.2 The City's contribution of the Local Share funds may be withdrawn, used, and applied by the Department to pay actual costs of construction, CEI, and post-design services, and other work required to construct the Improvements as part of the Project. Timely contribution of the Local Share funds by the City is a condition precedent to the Department's obligations under this Agreement.

3.3 Should the City request modifications to the Improvements which result in additional cost to the project, the City will be notified by the Department accordingly. The City agrees to provide, without delay, in advance of the additional work to be performed, adequate funds to ensure that cash on deposit with the Department is sufficient to fully fund the construction, CEI, and post design services work required to advance the Improvements as part of the Project. The Department shall notify the City as soon as it becomes apparent the additional costs will overrun the Local Share; however, failure of the Department to notify the City shall not relieve the City from its obligation to pay for the additional costs of the construction, CEI, and post design services work required to advance the Improvements as part of the Project. Funds due from the City during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

3.4 The payment by the City of the Local Share funds under this Agreement will be made directly to the Department. Funds can be wired to the Department using the account codes below:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project: 437155-1-52-01

If the payment of the Local Share funds is in the form of a check, the check must be forwarded to:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

Funds received from the City will be deposited into a master escrow account with the Florida Department of Financial Services, Division of Treasury, Bureau of Collateral Management. The City will not earn interest on the funds.

3.5 The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed here under within three hundred and sixty (360) calendar days of final payment to its consultants and contractors. The Department considers the work completed when the final payment has been made to the consultants and contractors. All cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final closeout of the construction, CEI, and post design services work for the Improvements.

SECTION 4
COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 This Agreement shall be effective as of the date last signed by a Party and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) calendar days after final payment has been made to the Department's consultants and contractors for work on construction, CEI, and post-design services of the Improvements. Notwithstanding any termination, terms which by express terms and context are intended to survive the performance, termination or expiration of this Agreement shall so survive.

SECTION 5
MISCELLANEOUS PROVISIONS

5.1 The Parties' obligations under this Agreement are contingent upon the execution of a separate Memorandum of Agreement between Broward County and the Department, to provide for, among other things, access and maintenance necessary to construct the Improvements.

5.2 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

5.3 Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:
Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO CITY:
City Manager
City of Sunrise
10770 West Oakland Park Blvd
Sunrise, Florida 33351

With a copy to:

Florida's Turnpike Enterprise Chief Counsel Turnpike Headquarters – Bldg. 5315 P.O. Box 613069 Ocoee, Florida 34761	City Attorney City of Sunrise 10770 West Oakland Park Blvd. Sunrise, Florida 33351

5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

5.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement or waive the Parties' respective sovereign immunity protections against claims by third parties.

5.6 This Agreement shall be binding upon the Parties, their successors and assigns.

5.7 This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

5.8 THE CITY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed by a Party.

CITY OF SUNRISE
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

ATTEST:

By: _____

Legal Review (City)

_____

FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

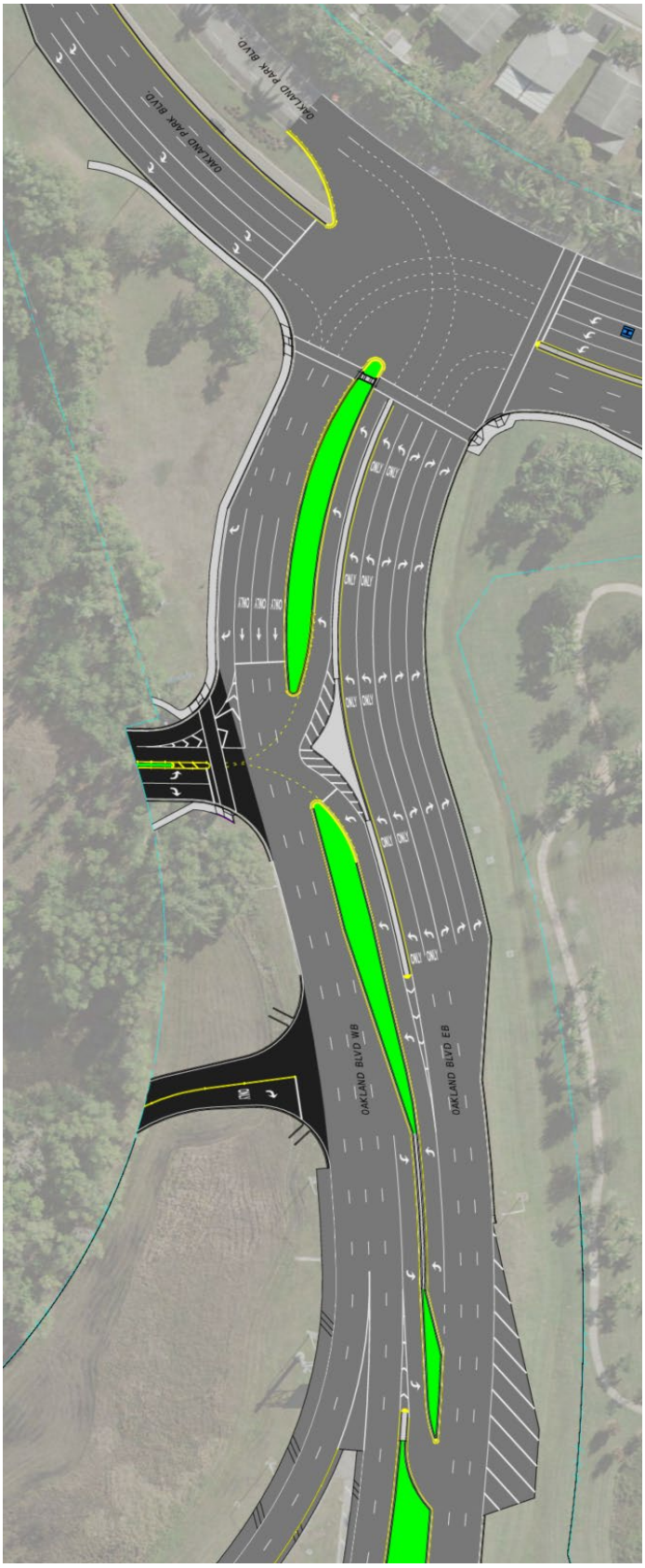
Date: _____

Legal Review (Department)

_____

EXHIBIT "A"
CONCEPTUAL DEPICTION OF IMPROVEMENTS

CONCEPTUAL DEPICTION OF IMPROVEMENTS



AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 4D **Meeting Date:** 4/14/2026

City Reference Number (C#): C26104

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Locally Funded Agreement" between the State of Florida Department of Transportation, Florida's Turnpike Enterprise and the City of Sunrise for certain improvements at West Oakland Park Boulevard and the Sawgrass Expressway; and providing an effective date. City Manager Mark Lubelski.

Funding:
N/A - Pass-through payment from Baptist Health South Florida, Inc.

Amount:
$1,736,345.34

ATTACHMENTS:

ATY Resolution - C26104

Background:

As part of the Florida Department of Transportation's adopted work plan, the Florida Department of Transportation (FDOT) is proposing to widen and make improvements to the Sawgrass Expressway. FDOT is currently finalizing construction plans for the phase of the project that includes the portion of the Sawgrass Expressway from Sunrise Boulevard to north of West Oakland Park Boulevard. FDOT's project will also include the construction of a full access interchange at Pat Salerno Drive. FDOT has identified that they are planning to advertise the construction bid in late summer 2026, with construction finishing in 2028.

Separately, at the January 11, 2022 City Commission Meeting, the City Commission approved the second reading of the Ordinance approving the Agreement for Purchase and Sale between the City and Baptist Health South Florida, Inc. (Baptist) for the City's property located on the northwest corner of Oakland Park Boulevard and the Sawgrass Expressway. Baptist has agreed to construct a community hospital on the property, which will be Baptist's first hospital in Broward County.

Pursuant to the Agreement for Purchase and Sale, Baptist has purchased the property for construction the of a community hospital. Baptist is finalizing the construction plans and working towards obtaining the necessary construction permits.

As part of the site plan development, Baptist identified certain offsite roadway improvements at West Oakland Park Boulevard and the Sawgrass Expressway. The improvements primarily include, but are not limited to, revising roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, and utility relocation. The City, FDOT, Broward County, and Baptist collaborated to develop a conceptual design of the offsite roadway improvements. Since the development of the conceptual design of the offsite roadway improvements, agreements were executed allowing FDOT to prepare full design plans that would incorporate Baptist's offsite roadway improvements into the Sawgrass Expressway project.

Based upon the projected timelines for the construction of the hospital and FDOT's Sawgrass Expressway widening and improvement project, on behalf of Baptist the City has requested FDOT to include the construction work required to advance the offsite roadway improvements within FDOT's construction project. FDOT is willing to complete the construction work, provided that the City enters into an agreement to provide the local share of the construction work funding. Based upon negotiations with FDOT, the attached Locally Funded Agreement (LFA) has been developed whereby the City will pay One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars ($1,736,345.34) for FDOT to complete the construction of the offsite roadway improvements. Upon execution of the agreement, the City shall, no later than fourteen calendar days before the scheduled date of the bid advertisement notice by the Department for bids on the construction contract for the Project, provide payment to FDOT.

Separately, a Roadway Improvements Cost Agreement for construction has been prepared

between the City and Baptist. As part of the agreement, Baptist has agreed to pay the City of Sunrise all of the amount that the City becomes obligated to pay FDOT for the construction of the offsite roadway improvements, along with any increases as a result of modifications to the work that are requested on behalf of Baptist. This Roadway Improvements Cost Agreement is included as a separate agenda item within tonight's City Commission Meeting Agenda.

Staff recommends approval of the attached Locally Funded Agreement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Sean Dinneen, Assistant City Manager Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LOCALLY FUNDED AGREEMENT" BETWEEN THE CITY OF SUNRISE AND FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, FOR CERTAIN CONSTRUCTION IMPROVEMENTS AT WEST OAKLAND PARK BOULEVARD AND THE SAWGRASS EXPRESSWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) is proposing to widen and make improvements to the Sawgrass Expressway and is currently finalizing construction plans for the phase of the project that includes the portion of the Sawgrass Expressway from Sunrise Boulevard to north of West Oakland Park Boulevard; and

WHEREAS, on January 11, 2022, the Sunrise City Commission approved via Ordinance No. 684, the Agreement for Purchase and Sale between the City of Sunrise and Baptist Health South Florida, Inc. (Baptist) for the property located on the northwest corner of Oakland Park Boulevard and the Sawgrass Expressway. Baptist purchased the property for the construction of a community hospital; and

WHEREAS, as part of the site plan development, Baptist identified certain offsite roadway improvements at West Oakland Park Boulevard and the Sawgrass Expressway. The City, Florida Department of Transportation (FDOT), Broward County, and Baptist collaborated to develop a conceptual design of the offsite roadway improvements; and

WHEREAS, based upon the projected timelines for the construction of the hospital and FDOT's Sawgrass Expressway widening and improvement project, the City, on behalf of Baptist, requested FDOT to include the construction work required to advance the offsite roadway improvements within FDOT's construction project. FDOT is willing to complete the construction work, provided that the City enters into an agreement to provide the local share of the construction work funding; and

WHEREAS, a separate Roadway Improvements Cost Agreement has been prepared between the City and Baptist. As part of the Agreement, Baptist has agreed to pay the City all of the amount that the City becomes obligated to pay FDOT for the construction of the offsite roadway improvements, along with any increases as a result of modifications to the work that are requested on behalf of Baptist; and

WHEREAS, a Locally Funded Agreement has been developed whereby the City will pay One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and

34/100 Dollars ($1,736,345.34) for FDOT to complete the construction of the offsite roadway improvements.

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

Section 1. The “Locally Funded Agreement” (Agreement) between the City of Sunrise and Florida Department of Transportation, Florida’s Turnpike Enterprise, for certain construction improvements at West Oakland Park Boulevard and the Sawgrass Expressway, is hereby approved. A copy of the Agreement is attached to and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. City staff are hereby authorized to take all actions necessary to fully perform the Agreement.

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

LOCALLY FUNDED AGREEMENT

This LOCALLY FUNDED AGREEMENT ("Agreement"), is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the "Department"), and the CITY OF SUNRISE, a Florida municipal corporation of the State of Florida (the "City") (the Department and the City may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Department is authorized to enter into agreements with governmental entities that wish to aid in any Department project or project phase in the Department's adopted work program in accordance with Section 339.12, Florida Statutes.

B. The Department's adopted work program includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from Sunrise Boulevard to Oakland Park Boulevard, as described in the Department's Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 (the "Project").

C. The City has asked the Department to include as part of the Project certain improvements at West Oakland Park Boulevard (an off-system arterial roadway under the jurisdiction of and owned and maintained by Broward County) and the Sawgrass Expressway (SR 869). These improvements include revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project (the "Improvements").The Improvements are intended to include a westbound U-turn movement and an eastbound left turn movement along West Oakland Park Boulevard and the Sawgrass Expressway, as conceptually depicted in Exhibit "A" to this Agreement.

D. The City is willing to contribute funding associated with the construction, Construction Engineering and Inspection (CEI), and post-design services for the Improvements as part of the Project in the amount of One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars ($1,736,345.34) (the "Local Share").

E. Contingent upon the City's agreement to provide the Local Share to fund the Improvements, the Department is willing to construct the Improvements as part of the Project as further set forth herein.

F. On _____, 2026, the City Commission for the City authorized the City Manager to execute this Agreement on behalf of the City.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the City and the Department agree that the Recitals are true, correct and incorporated by reference herein, and further agree as follows:

SECTION 1
OBLIGATIONS OF THE DEPARTMENT

1.1 The Department shall construct the Improvements as part of the Project, as programmed in the Department's Five-Year Adopted Work Program as FPN 437155-1. The construction work includes revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project. The Parties acknowledge and agree to the conceptual drawing reflected in Exhibit "A" and agree that the Project Plans may be modified during the final design process for the Project. Any change, deviation, correction or alterations of the Project Plans made by the Department after the City's review shall be coordinated with the City. Any future changes requested by the City, not contemplated in the Project Plans, following the Project bid solicitation notice, may be considered by the Department, but all additional costs resulting from any City-requested changes will be borne solely by the City.

1.2 The Department will utilize the City's Local Share to pay its contractors and consultants as expenditures are incurred for construction, CEI, and post-design services work of the Improvements as part of the Project. The Department will be responsible for the costs of the construction, CEI, and post-design services of the Improvements that exceed the City's Local Share.

1.3 The Department will hold coordination meetings with representatives of the City throughout the construction process for the Improvements.

1.4 As provided in this Locally Funded Agreement, the Department will construct the Improvements in accordance with the terms and conditions of a construction contract currently scheduled for bid solicitation notice by the Department on or about June 12, 2026. The Department may adjust the Projects schedule as necessary and will provide reasonable notice to the City. Such adjustments shall not require an amendment to this Agreement.

SECTION 2
OBLIGATIONS OF THE CITY

2.1 The City shall, no later than fourteen (14) calendar days before the scheduled date of the bid advertisement notice by the Department for bids on the construction contract for the Project, contribute the Local Share to the Department for construction, CEI, and post design services of the Improvements. The City's Local Share will not be subject to reduction at any time and will not be refundable. If the actual cost of the construction, CEI, and post design for the Improvements is less than the Local Share funds provided, the excess will be applied to other phases of the Improvements.

2.2 The City shall not use any federal funds to provide the Local Share to the Department.

SECTION 3
FINANCIAL PROVISIONS

3.1 The requirements of Section 339.135(6)(a), Florida Statutes (F.S.), are incorporated in this Agreement:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year."

3.2 The City's contribution of the Local Share funds may be withdrawn, used, and applied by the Department to pay actual costs of construction, CEI, and post-design services, and other work required to construct the Improvements as part of the Project. Timely contribution of the Local Share funds by the City is a condition precedent to the Department's obligations under this Agreement.

3.3 Should the City request modifications to the Improvements which result in additional cost to the project, the City will be notified by the Department accordingly. The City agrees to provide, without delay, in advance of the additional work to be performed, adequate funds to ensure that cash on deposit with the Department is sufficient to fully fund the construction, CEI, and post design services work required to advance the Improvements as part of the Project. The Department shall notify the City as soon as it becomes apparent the additional costs will overrun the Local Share; however, failure of the Department to notify the City shall not relieve the City from its obligation to pay for the additional costs of the construction, CEI, and post design services work required to advance the Improvements as part of the Project. Funds due from the City during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

3.4 The payment by the City of the Local Share funds under this Agreement will be made directly to the Department. Funds can be wired to the Department using the account codes below:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project: 437155-1-52-01

If the payment of the Local Share funds is in the form of a check, the check must be forwarded to:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

Funds received from the City will be deposited into a master escrow account with the Florida Department of Financial Services, Division of Treasury, Bureau of Collateral Management. The City will not earn interest on the funds.

3.5 The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed here under within three hundred and sixty (360) calendar days of final payment to its consultants and contractors. The Department considers the work completed when the final payment has been made to the consultants and contractors. All cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final closeout of the construction, CEI, and post design services work for the Improvements.

SECTION 4
COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 This Agreement shall be effective as of the date last signed by a Party and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) calendar days after final payment has been made to the Department's consultants and contractors for work on construction, CEI, and post-design services of the Improvements. Notwithstanding any termination, terms which by express terms and context are intended to survive the performance, termination or expiration of this Agreement shall so survive.

SECTION 5
MISCELLANEOUS PROVISIONS

5.1 The Parties' obligations under this Agreement are contingent upon the execution of a separate Memorandum of Agreement between Broward County and the Department, to provide for, among other things, access and maintenance necessary to construct the Improvements.

5.2 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

5.3 Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:
Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO CITY:
City Manager
City of Sunrise
10770 West Oakland Park Blvd
Sunrise, Florida 33351

With a copy to:

Florida's Turnpike Enterprise Chief Counsel Turnpike Headquarters – Bldg. 5315 P.O. Box 613069 Ocoee, Florida 34761	City Attorney City of Sunrise 10770 West Oakland Park Blvd. Sunrise, Florida 33351

5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

5.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement or waive the Parties' respective sovereign immunity protections against claims by third parties.

5.6 This Agreement shall be binding upon the Parties, their successors and assigns.

5.7 This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

5.8 THE CITY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed by a Party.

CITY OF SUNRISE
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

ATTEST:

By: _____

Legal Review (City)

_____

FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

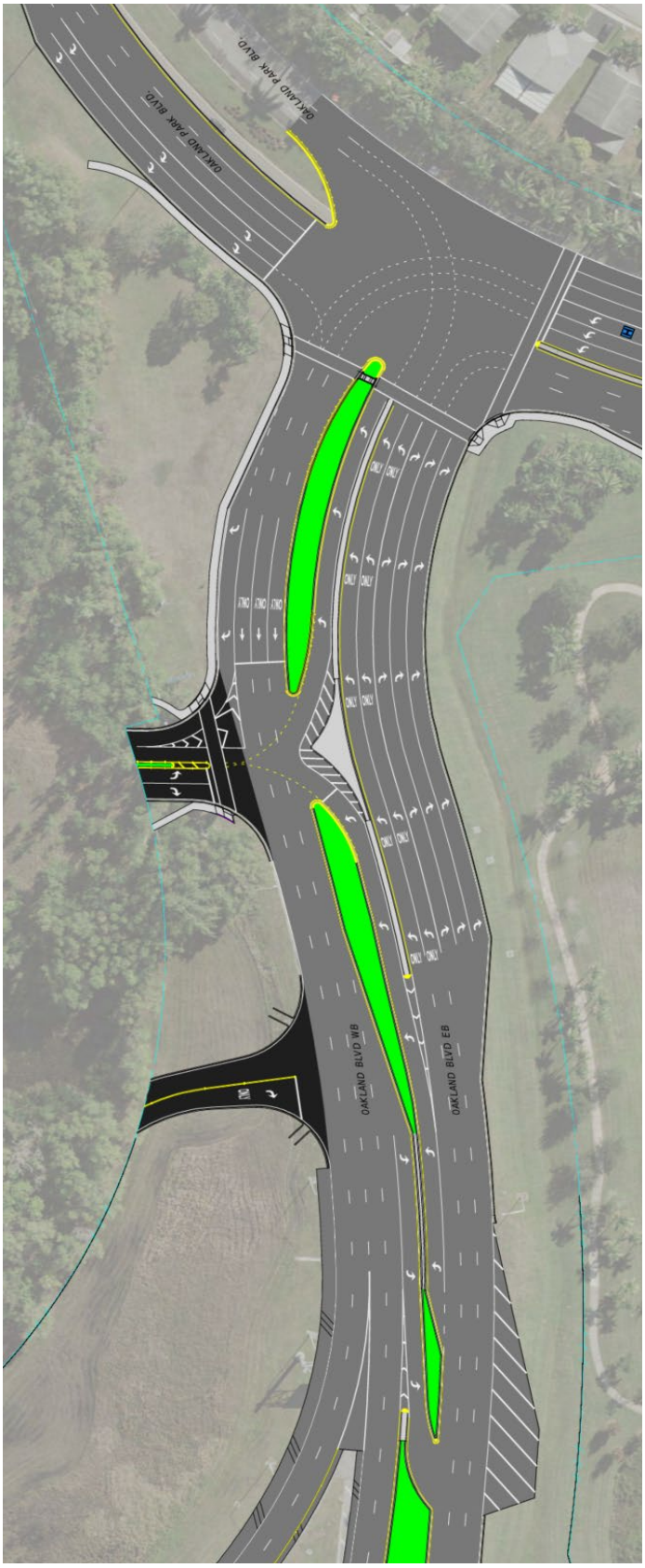
Date: _____

Legal Review (Department)

_____

EXHIBIT "A"
CONCEPTUAL DEPICTION OF IMPROVEMENTS

CONCEPTUAL DEPICTION OF IMPROVEMENTS



AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4E **Meeting Date:** 4/14/2026

City Reference Number (C#): C26109

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Memorandum of Agreement between Florida Department of Transportation, Florida's Turnpike Enterprise and City of Sunrise, Florida regarding the Sawgrass Expressway (SR 869) Widening Projects"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26109

Memorandum of Agreement

Background:

The State of Florida Department of Transportation (FDOT) is finalizing the design of and preparing to advertise the Sawgrass Expressway Widening Project (Project), within the City of Sunrise. The Project is divided into several segments with associated design plans: Project No. FPN 437155-5 - south of NW 8th Street to Sunrise Boulevard; Project No. FPN 437155-1 - Sunrise Boulevard to Oakland Park Boulevard; and Project No. FPN 437155-6 - Oakland Park Boulevard to Atlantic Boulevard.

The proposed work includes modifications and improvements within the City of Sunrise right-of-way for Sawgrass Corporate Parkway, Flamingo Road, and NW 136th Avenue, as well as on parcels along Sawgrass Corporate Parkway that will be quitclaimed to the City as right-of-way upon completion of the project. FDOT is responsible for the design, procurement, and construction of improvements including lane widening, milling and resurfacing, stormwater management, lighting, pavement markings, and signage and traffic control signal equipment.

Upon completion of the project, certain items within the City right-of-way will be maintained by FDOT and other items will be maintained by the City of Sunrise. To delineate the maintenance responsibilities after project completion, a Memorandum of Agreement between the Florida Department of Transportation, Florida Turnpike Enterprise and the City of Sunrise is necessary.

The City will be responsible for maintenance of roadway pavement, pavement markings, driveways/turnouts, curb and gutter, pedestrian sidewalks, traffic separators, ditch pavement, ground mounted signs, irrigation, landscape, hardscape, stormwater pipes and structures, stormwater management facilities, and grass within City right-of-way.

City staff requested specific changes to the MOA, FDOT would not agree to all changes but agreed to several changes, including the requirement to obtain City permits.

Authorization is requested from the City Commission to authorize the Mayor to sign the attached Memorandum of Agreement.

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, APPROVING A "MEMORANDUM OF AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE AND CITY OF SUNRISE, FLORIDA REGARDING THE SAWGRASS EXPRESSWAY (SR 869) WIDENING PROJECTS"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) is finalizing the design of and preparing to advertise the Sawgrass Expressway Widening Project (Project), within the City of Sunrise; and

WHEREAS, the proposed work includes modifications and improvements within City right-of-way for Sawgrass Corporate Parkway, Flamingo Road, and NW 136th Avenue, as well as on parcels along Sawgrass Corporate Parkway that will be conveyed to the City as right-of-way upon completion of the Project; and

WHEREAS, FDOT is responsible for the design, procurement, and construction of improvements including lane widening, milling and resurfacing, stormwater management, lighting, pavement markings, and signage and traffic control signal equipment; and

WHEREAS, upon completion of the Project, certain items within City right-of-way will be maintained by FDOT, and other items will be maintained by the City; and

WHEREAS, a Memorandum of Agreement between FDOT and the City is necessary to delineate the maintenance responsibilities after Project completion.

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

Section 1. The "Memorandum of Agreement between Florida Department of Transportation, Florida's Turnpike Enterprise and City of Sunrise, Florida Regarding the Sawgrass Expressway (SR 869) Widening Projects" (Agreement) is hereby approved. A copy of the Agreement is attached to and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. City staff is hereby authorized to take all actions necessary to fully perform the Agreement.

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

MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA'S TURNPIKE ENTERPRISE
AND
CITY OF SUNRISE, FLORIDA
REGARDING THE SAWGRASS EXPRESSWAY (SR 869) WIDENING PROJECTS

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the "Department"), and CITY OF SUNRISE, FLORIDA, a Florida municipal corporation (the "City") (the Department and the City may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Department is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System and to cooperate with local governments in the development of a statewide transportation system and individual components of the system.

B. The Department's Florida Turnpike Enterprise ("Enterprise") is authorized by Section 338.2216, Florida Statutes, to plan, develop, own, acquire, construct, improve, maintain, operate, and manage the Florida Turnpike System; and to cooperate and contract with other public entities for such purposes.

C. The City is authorized by Chapters 166 and 335, Florida Statutes, to own, construct, operate, and maintain the city road system located within the geographical boundaries of City of Sunrise, Broward County, Florida, and to enter into agreements with other governmental agencies for performance of the other agencies' authorized functions.

D. The Department's adopted work program includes projects to widen and improve State Roadway 869, Sawgrass Expressway ("SR 869"), and interchanges in Broward County, Florida, from south of NW 8th Street to County Road 814, Atlantic Boulevard ("CR 814") for approximately eight (8) miles, as described in the Department's Five-Year Adopted Work Program consisting of the projects listed below, collectively known as the "Projects":

1) Financial Project Number ("FPN") 437155-5 - Widen SR 869 from south of NW 8th Street to Sunrise Boulevard (MP 0-0.5) from 6 to 10 Lanes.

2) FPN 437155-1 - Widen SR 869 from Sunrise Boulevard to Oakland Park Boulevard (MP 0.5-4.1) from 6 to 10 Lanes.

3) FPN 437155-6 - Widen SR 869 from Oakland Park Boulevard to Atlantic Boulevard (MP 4.1-7.5) from 6 to 10 Lanes.

E. To ensure the most effective use of public resources and to facilitate the construction of the Projects, the Parties agreed to establish this Agreement to coordinate various aspects of the Projects.

F. It is the intent of the Parties to cooperate and coordinate their efforts and resources to minimize the costs of construction, right-of-way acquisition, maintenance, and other Projects-related matters as the Department expands and improves its transportation system and facilities within the City of Sunrise.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

1. Representations of the City.

a. To the knowledge of the City, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the City of its obligations under this Agreement.

b. To the knowledge of the City, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the City is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

c. All consents, waivers, approvals and other governmental actions required to be taken in order for the City to enter into this Agreement have been received by the City.

2. Representations of the Department.

a. To the knowledge of the Department, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the Department of its obligations under this Agreement.

b. To the knowledge of the Department, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

3. Department Responsibilities. Subject to the timely performance by the City of its obligations under this Agreement:

a. The Department will prepare the design and construction criteria required to construct the Projects. The Projects will generally include, among other things, widening SR 869 from six (6) to ten (10) lanes from south of NW 8th Street to Atlantic Boulevard (CR 814); interchange reconstruction at Sunrise Boulevard, Pat Salerno Drive and Oakland Park Boulevard;

interchange ramp milling and resurfacing at Commercial Boulevard; a new 2-lane southbound Connector-Distributor roadway from I-75 to Oakland Park Boulevard; bridge construction and widening; electronic toll collection facilities; primary and secondary stormwater management facilities; highway lighting; roadside signing; intersection traffic control signal equipment; corridor Intelligent Transportation System (ITS); and similar improvements on City owned roadways including Sawgrass Corporate Parkway, Flamingo Road, and NW 136th Avenue. The Department will procure construction services for the Projects in accordance with the procurement processes available to the Department. The Parties acknowledge and agree that the local road improvements reflected in Exhibits "A" through "C" may be modified during the final design process for the Projects. Any change, deviation, correction or alterations of the Projects Plans made after the City's review shall be coordinated with the City. Any future changes requested by the City not contemplated in the Project's final design plans approved by the Department ("Projects Plans") may be considered by the Department, but all additional costs resulting from any City-requested changes will be borne solely by the City.

b. The Parties acknowledge and agree that the Department will construct the Projects within the existing Department right-of-way and the City right-of-way (refer to Section 4 City Responsibilities, below), in accordance with the terms and conditions of the following construction contracts anticipated to be advertised by the Department on or about the following dates:

1) FPN 437155-5 anticipated to be advertised on or about March 13, 2026.

2) FPN 437155-6 anticipated to be advertised on or about March 13, 2026.

3) FPN 437155-1 anticipated to be advertised on or about June 12, 2026.

The Parties agree that the scheduled date of advertisement is subject to change by the Department. The Department may adjust the Project's schedule as necessary and will provide reasonable notice to the City. Such adjustments shall not require an amendment to this agreement.

c. The Department will administer the work so that the Projects are constructed in accordance with the Projects Plans and specifications approved by the Department. As part of the construction, the Department will install all toll structures and equipment needed for the operation of SR 869 as part of the Turnpike System. The Department shall not be responsible for any costs associated with aesthetic enhancements including, but not limited to, paintings, surface treatments, plaques, signage, decorative lighting, monuments, or fountains applied to structures, roadway elements, or landscaping on the Projects beyond what is in the contract plans and specifications.

d. The Department will own and operate portions of the Projects as described in this Agreement located within the final SR 869 right-of-way as part of the Turnpike System, with tolls collected by electronic means utilizing the Department's systems for electronic toll collection, at the Department's discretion, as the sole means of access for those entering or exiting SR 869. This paragraph shall not affect the Parties' allocation of maintenance responsibilities as otherwise provided in this Agreement.

e. Upon the final acceptance of each of the Projects by the Department, in accordance with Article 5-11 of the Department's Standard Specifications for Road and Bridge Construction, the

Department will maintain those portions of the Projects which it is assigned maintenance obligations under this Agreement as currently reflected in Exhibits "A" through "C" to this Agreement, which exhibits are subject to amendment. The Department's maintenance responsibilities shall include:

1) All SR 869 mainline and interchange ramp ITS infrastructure located within the Department's right-of-way and Department owned ITS infrastructure located within the City's right-of-way, including any Department owned power service infrastructure.

2) All SR 869 mainline and interchange signing, pavement markings, fences, gates, guardrails, and noise walls located within the Department's right-of-way.

3) All SR 869 mainline bridges and interchange ramp bridges passing over the City's roadways. This includes all bridge piers and associated protective structures located below SR 869 within that roadway.

4) All SR 869 mainline and interchange ramp tolling infrastructure located within the Department's right-of-way and Department owned tolling infrastructure located within the City's right-of-way.

5) The SR 869 interchange ramp connections to Sunrise Boulevard as described and reflected in Exhibit "A" and Oakland Park Boulevard as described and reflected in Exhibit "B".

6) All landscape, sodding, and miscellaneous asphalt along the SR 869 mainline and interchange ramps within the Department's right-of-way except any landscape installed by the City within the City's roadway medians or margins.

7) All overhead sign structures and sign panels located within the Department's right-of-way and Department owned overhead sign structures located within the City's right-of-way.

8) Any work covered by the Project's warranty within the City's right-of-way in accordance with the Department's Standard Specifications for Road and Bridge Construction.

9) All SR 869 mainline and interchange ramp guardrails and bridge pier roadside protection.

f. Upon the final acceptance of the Projects by the Department, the Department shall own, operate, and maintain all lighting systems connected to the Department's load centers and meters within the limits of the Projects.

g. Upon the final acceptance of the Projects by the Department, the traffic control signal equipment at the following locations will be owned by the Department and maintained by the others as described in Section 4.g of this Agreement:

1) The interchange entrance and exit ramp intersections of SR 869 and Sunrise Blvd.

2) The interchange entrance and exit ramp intersections of SR 869 and Pat Salerno Dr.

3) The interchange entrance and exit ramp intersections of SR 869 and Oakland Park Blvd.

4) The interchange entrance and exit ramp intersections of SR 869 and Commercial Blvd.

h. Upon the final acceptance of the Projects by the Department, the Department shall operate and maintain the drainage systems that discharge stormwater to Department owned, operated, and maintained stormwater management facilities or permitted outfalls. This includes, but is not limited to, Department owned drainage box culverts, Department owned drainage pipes, Department owned drainage inlets, Department owned drainage end treatments, and Department owned outfalls that are located within City right-of-way

i. The Department will notify the City at least two (2) business days prior to performing any periodic maintenance on any portions of the Projects on the City's right-of-way for which maintenance responsibility is assigned to the Department under this Agreement.

j. The Department shall perpetually maintain all areas of the Projects for which it has maintenance responsibility in good repair and working order in accordance with the Projects Plans and the standards and requirements of the Department generally applicable to work on City right-of-way (as may be amended), and in a manner which will not interfere with the convenient, safe, and continuous use of SR 869 or City facilities adjacent thereto. If any portion of the Projects for which the Department has maintenance responsibility is damaged such that it is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition in a timely manner.

1) For any periodic maintenance activities on any portion of the Projects within the City's right-of-way for which maintenance responsibility is assigned to the Department under this Agreement, the Department shall submit to the City a maintenance plan in accordance with all City procedures. This maintenance plan must be submitted to City's Community Development Department, Engineering Division in advance of the planned maintenance work and approved by the City prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the Department's responsibility for taking immediate action to protect the traveling public in the event any portion of the Projects maintained by the Department is determined to pose an imminent safety threat). It is hereby agreed by the Parties that neither the granting of permission to access the City's right-of-way nor the Department's use or occupancy of the City's right-of-way shall operate to create or vest any property right to or in the Department. For any maintenance activities that require a lane closure on City roads, the Department must provide a signed and sealed Maintenance of Traffic Plan and lane closure analysis to the City for its review and approval prior to commencing such maintenance activities through an Engineering Permit application.

2) Maintenance work performed by the Department on the City's right-of-way on any portion of the Projects shall only be performed by Department staff or qualified contractors, and shall be subject to the requirements of this Agreement generally applicable to work in City right-of-way, including the requirements for advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to City facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portion of the Projects shall be subject to all provisions of this Agreement applicable to the initial construction of the Projects.

3) Unless otherwise agreed to by the City in a separate permit or written agreement, improvements constructed as part of the Projects for which the Department is responsible for maintenance shall be maintained to the same dimensions as originally constructed. The Department shall not cause or permit any liens or encumbrances to attach to any portion of the City's right-of-way.

4) If the Department fails to properly maintain any portions of the project within the City's right-of-way, for which maintenance responsibility is assigned to the Department under this Agreement, the City will provide written notice to the Department with a timeframe for correcting the deficiency. Non-emergency repairs will be provided at least 30 calendar days advance notice. If the Department fails to perform the required maintenance within the initially designated timeframe or other time frame agreed to by both parties, the City retains the right to perform the work at the Department's expense.

5) The Department shall be solely responsible for any damage to the City's, right-of-way that has been dedicated to the public, real property, any surrounding property, real estate, vehicles, pedestrians, or other persons or things occurring as a result of its operation or maintenance activities, at no expense to the City. In addition, the Department will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from its maintenance operations, at no expense to the City. The Department shall not store any hazardous materials within the City's right-of-way.

The provisions of paragraph 3.j shall survive the expiration or termination of this Agreement.

k. Upon the final acceptance of the Project, FPN 437155-5, by the Department in accordance with Article 5-11 of the Department's Standard Specifications for Road and Bridge Construction, the Department will at the Department's sole cost and expense, in accordance with the conditions of this Agreement and Department procedure, transfer by Quitclaim Deed its interest in the following described rights-of-way to the City:

Sawgrass Corporate Parkway – Upon the final acceptance of the Project, FPN 437155-5, by the Department, the Department will convey to the City Parcels 107 and 178 as generally depicted in Exhibit "D" to this Agreement. The City shall thereafter own and maintain Parcels 107 and 178 as depicted in Exhibit "D" to this Agreement. Nothing in this paragraph shall

affect the Parties' allocation of operation and maintenance responsibilities as otherwise provided in this Agreement.

1) The Department, as part of the transfer of right-of-way to the City, may reserve in its favor a right of reversion in any of the quitclaim deeds provided for under this Agreement. Such right of reversion may be exercised should the Department need the right-of-way for transportation related purposes.

4. <u>City Responsibilities.</u> As conditions to the Department's responsibilities under this Agreement:

a. Any construction and maintenance costs associated with aesthetic enhancements including, but not limited to, paintings, surface treatments, plaques, signage, decorative lighting, monuments, or fountains applied to structures, roadway elements, or landscaping requested by the City over and above Department guidelines, if agreed to by the Department, shall be the responsibility of the City.

b. Upon the final acceptance of each of the Projects by the Department, the City will be responsible for complying with all environmental regulatory permits applicable to those areas for which maintenance responsibility is assigned to the City as depicted in Exhibits "A" through "C" (as such exhibits may be amended). Upon the final acceptance of each of the Projects by the Department, the City will assist the Department in securing a modification to any environmental regulatory permits issued for the Projects to reassign to the City all permit terms and conditions applicable to those areas of the Projects for which ownership and/or maintenance responsibility is assigned to the City under the terms of this Agreement.

c. The City acknowledges that construction of the Projects will partially occur in the City's right-of-way. The City grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors), for the duration of the Projects through the final acceptance by the Department, the right to enter upon, over, through, under, across, and to occupy City right-of-way for the purpose of constructing the Projects as more fully described in the Projects construction plans.

d. The City grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors) the right to enter upon, over, through, under, across, and to occupy the City's right-of-way for the purposes of operating and maintaining areas of the Projects for which maintenance responsibility is assigned to the Department as depicted on Exhibits "A" through "C" to this Agreement (as such exhibit may later be amended) .

e. Upon the final acceptance of each of the Projects by the Department, the City shall maintain, at its sole cost, all areas of the Projects for which maintenance responsibility is assigned to the City as reflected in Exhibits "A" through "C" to this Agreement, as such exhibits may later be amended. The City's maintenance responsibilities shall include:

1) All improvements within the City's right-of-way resulting from the construction of the Projects not identified herein as the responsibility of the Department including, but not limited to:

i. Roadway pavement, pavement markings, driveways/turnouts, curb and gutter, pedestrian sidewalks and barriers shielding City owned above ground hazards, traffic separators, ditch pavement, ground mounted signs, irrigation, landscape, hardscape, stormwater pipes and structures, stormwater management facilities, and grass within City right-of-way.

f. Upon the final acceptance of the Projects by the Department, the City shall operate and maintain all lighting systems connected to the City's load centers and meters.

g. It is understood by the Parties that all traffic control signal equipment at the locations listed in Section 3.g shall be operated and maintained by others in accordance with the terms and conditions of the then applicable Traffic Signal Maintenance Compensation Agreement (TSMCA) between the Department and others.

h. The City will notify the Department at least two (2) business days prior to performing any periodic maintenance on any portions of the Projects on the Department's right-of-way for which maintenance responsibility is assigned to the City under this Agreement.

i. Upon the final acceptance of the Projects by the Department, the City shall operate and maintain the drainage systems that discharge stormwater to City owned, operated, and maintained stormwater management facilities or permitted outfall locations. This includes, but is not limited to, City owned drainage box culverts, City owned drainage pipes, City owned drainage inlets, City owned drainage end treatments, and City owned outfalls that are located within Department right-of-way.

j. The City shall perpetually maintain all areas of the Projects for which it has maintenance responsibility in good repair and working order in accordance with the Projects Plans and the standards and requirements of the Department generally applicable to work on Department right-of-way (as may be amended), and in a manner which will not interfere with the convenient, safe, and continuous use of SR 869 or other Department facilities adjacent thereto. If any portion of the Projects for which the City has maintenance responsibility is damaged such that it is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition in a timely manner.

1) For any periodic maintenance activities on any portion of the Projects within the Department's right-of-way for which maintenance responsibility is assigned to the City under this Agreement, the City shall submit to the Department a maintenance plan in accordance with all Department standards, procedures, and specifications. This maintenance plan must be submitted to Enterprise's Maintenance Office in advance of the planned maintenance work and approved by the Department prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the City's responsibility for taking immediate action to protect the traveling public in the event any portion of the Projects maintained by the City is determined to pose an imminent safety threat). It is hereby agreed by the Parties that neither the granting of permission to access the Department's right-of-way nor the City's use or occupancy of the Department's right-of-way shall operate to create or vest any property right to or in the City. For any maintenance activities that require a lane closure on SR 869 or impact traffic on SR 869, the City must provide a signed and sealed Maintenance of Traffic Plan and lane closure analysis

to the Department for its review and approval prior to commencing such maintenance activities through a Department Permit application.

2) Maintenance work performed by the City on the Department's right-of-way shall only be performed by City staff or qualified contractors, and shall be subject to the requirements of this Agreement generally applicable to work in Department right-of-way, including the requirements for advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to Department facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portion of the Projects shall be subject to all provisions of this Agreement applicable to the initial construction of the Projects.

3) Unless otherwise agreed to by the Department in a separate permit or written agreement, improvements constructed as part of the Projects for which the City is responsible for maintenance shall be maintained to the same dimensions as originally constructed. The City shall not cause or permit any liens or encumbrances to attach to any portion of the Department's right-of-way.

4) If the City fails to properly maintain any portions of the project within the Department's right-of-way, for which maintenance responsibility is assigned to the City under this Agreement, the Department will provide written notice to the City with a timeframe for correcting the deficiency. Non-emergency repairs will be provided at least 30 calendar days advance notice. If the City fails to perform the required maintenance within the initially designated timeframe or other time frame agreed to by both parties, the Department retains the right to perform the work at the City's expense.

5) The City shall be solely responsible for any damage to the Department's real property, any surrounding property, real estate, vehicles, pedestrians, or other persons or things occurring as a result of its operation or maintenance activities, at no expense to the Department. In addition, the City will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from its maintenance operations, at no expense to the Department. The City shall not store any hazardous materials within the Department's right-of-way.

The provisions of paragraph 4.j shall survive the expiration or termination of this Agreement.

k. The City must submit its proposed plans to the Department for review and must receive approval from the Department prior to commencing any work to modify any portion of the Projects owned by the Department or within Department right-of-way.

l. Unless otherwise authorized by the Department in a separate permit or written agreement, the City shall not issue permits to allow public access to any portion of the Department's right-of-way.

5. General Maintenance Responsibilities.

In addition to each Party's specific maintenance responsibilities as outlined in Section 3 (Department) and Section 4 (City), the Parties agree to the following general maintenance responsibilities upon the final acceptance of each of the Projects by the Department:

1) Each Party shall be responsible for all ground-mounted signs within the limits of their responsibility, regardless of message, unless installed under a separate permit or agreement.

2) Each Party shall be responsible for maintaining compliance with the criteria set forth by the approved permits associated with the roadways and accompanying facilities within the limits of their responsibility.

6. Miscellaneous.

a. Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

b. Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

With a copy to:

Chief Counsel
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO CITY:

City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

With a copy to:

City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

c. The Department may cancel this Agreement for refusal of the City to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the City in conjunction with this Agreement.

d. Nothing in this Agreement shall prevent the Parties from entering into third party agreements that require third parties to assist the Parties with their obligations under this Agreement; provided, however, such third-party agreements shall not in any manner relieve the Parties of their obligations under this Agreement. Neither the Department nor the City shall be obligated or liable hereunder to any person or entity not a party to this Agreement. This Agreement confers no rights on

any third party and shall not create any other third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a Party to this Agreement to maintain a suit against the Department or the City pursuant to the terms of this Agreement.

e. All revenue generated by SR 869 shall be the sole property of the Department. Neither the City, nor any person claiming through the City, shall have any claim to revenues generated by the Projects, or shall take any action which would be in contravention of any Department bond resolution or indenture, or which would impair the integrity of any bond covenant of the Department.

f. Upon request, the City will (at no cost to the Department, its consultants, or contractors) work with the Department in good faith to enter into any additional agreement(s) as may be necessary for the Department to perform the work required for the Projects and to otherwise effectuate the terms of this Agreement.

g. The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this Agreement:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than one year."

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

i. No waiver by either Party of any failure by the other Party to timely perform any of its obligations under this Agreement, shall be construed as a waiver of any succeeding failure of the defaulting Party to perform or as a waiver of the defaulting Party's obligations under this Agreement.

j. Nothing in this Agreement shall constitute a waiver by either Party of its sovereign immunity for any damages claimed by third parties, nor shall anything included herein be construed as consent by the City or the Department to be sued by third parties in any matter arising out of this Agreement.

k. 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.

l. THE CITY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

m. This Agreement shall be binding upon the Parties, their successors and assigns. The City may not assign any of its rights or obligations under this Agreement.

n. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective of the date last signed by a Party.

CITY OF SUNRISE
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

ATTEST:

By: _____

As authorized for execution at the City Commission meeting of:

Date: _____

Legal Review (City)

_____

FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Date: _____

Legal Review (Department)

_____

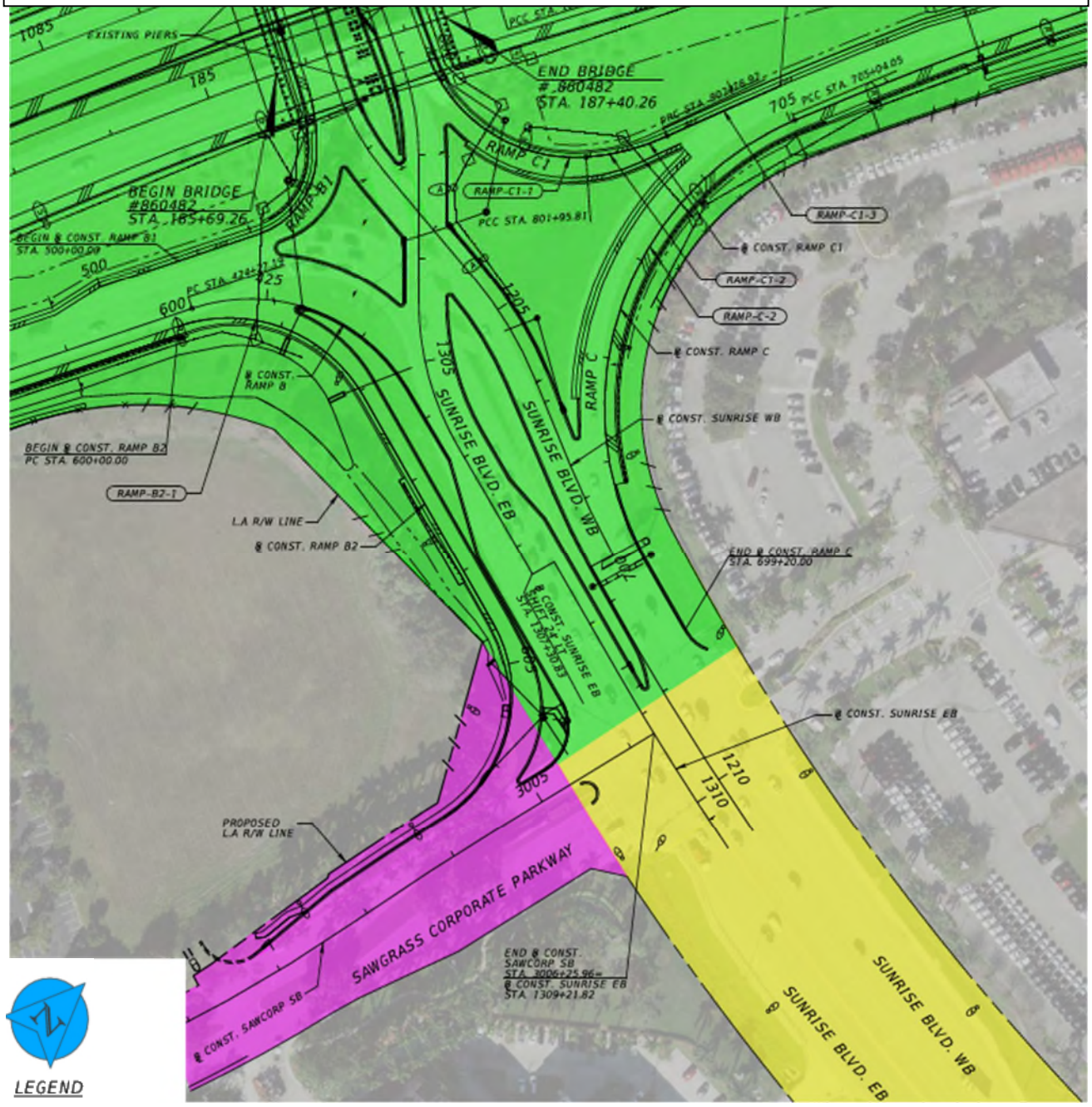
EXHIBIT "A" THROUGH "C" – MAINTENANCE EXHIBITS

EXHIBIT "A"

MAINTENANCE EXHIBIT – SAWGRASS CORPORATE PARKWAY

(Page 1 of 1)

Note: This Exhibit is included solely for illustrative purposes to identify the respective maintenance responsibilities of the Parties as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing jurisdictional maintenance obligations of any entity not a Party to this Agreement.



LEGEND

- TO BE MAINTAINED BY CITY OF SUNRISE
- TO BE MAINTANED BY THE DEPARTMENT
- TO BE MAINTAINED BY OTHERS

EXHIBIT "B"

MAINTENANCE EXHIBIT – FLAMINGO ROAD/OAKLAND PARK BOULEVARD

(Page 1 of 1)

Note: This Exhibit is included solely for illustrative purposes to identify the respective maintenance responsibilities of the Parties as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing jurisdictional maintenance obligations of any entity not a Party to this Agreement.

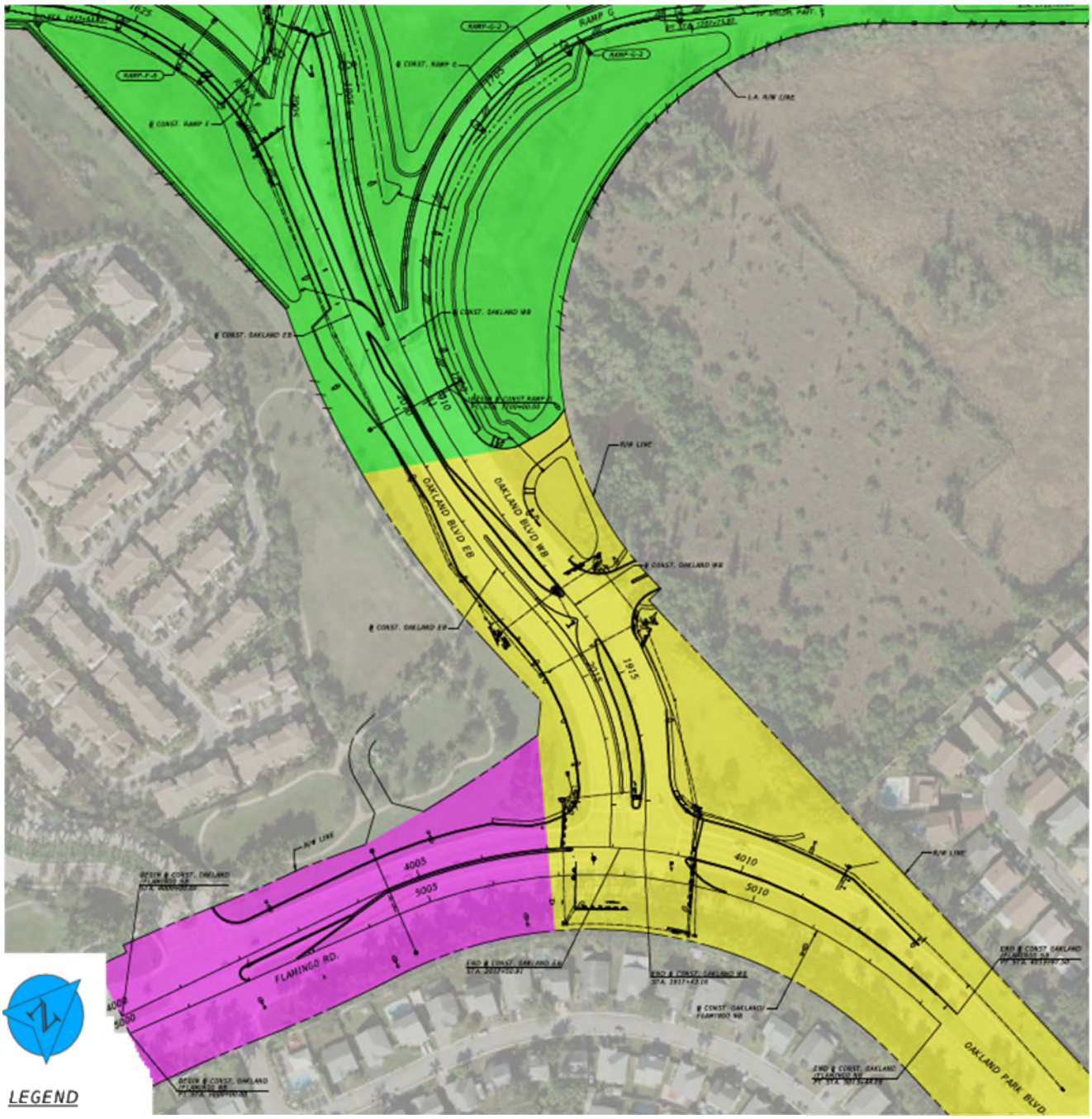


EXHIBIT "C"

MAINTENANCE EXHIBIT – NW 136 AVENUE/PAT SALERNO DRIVE.

(Page 1 of 1)

Note: This Exhibit is included solely for illustrative purposes to identify the respective maintenance responsibilities of the Parties as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing jurisdictional maintenance obligations of any entity not a Party to this Agreement.

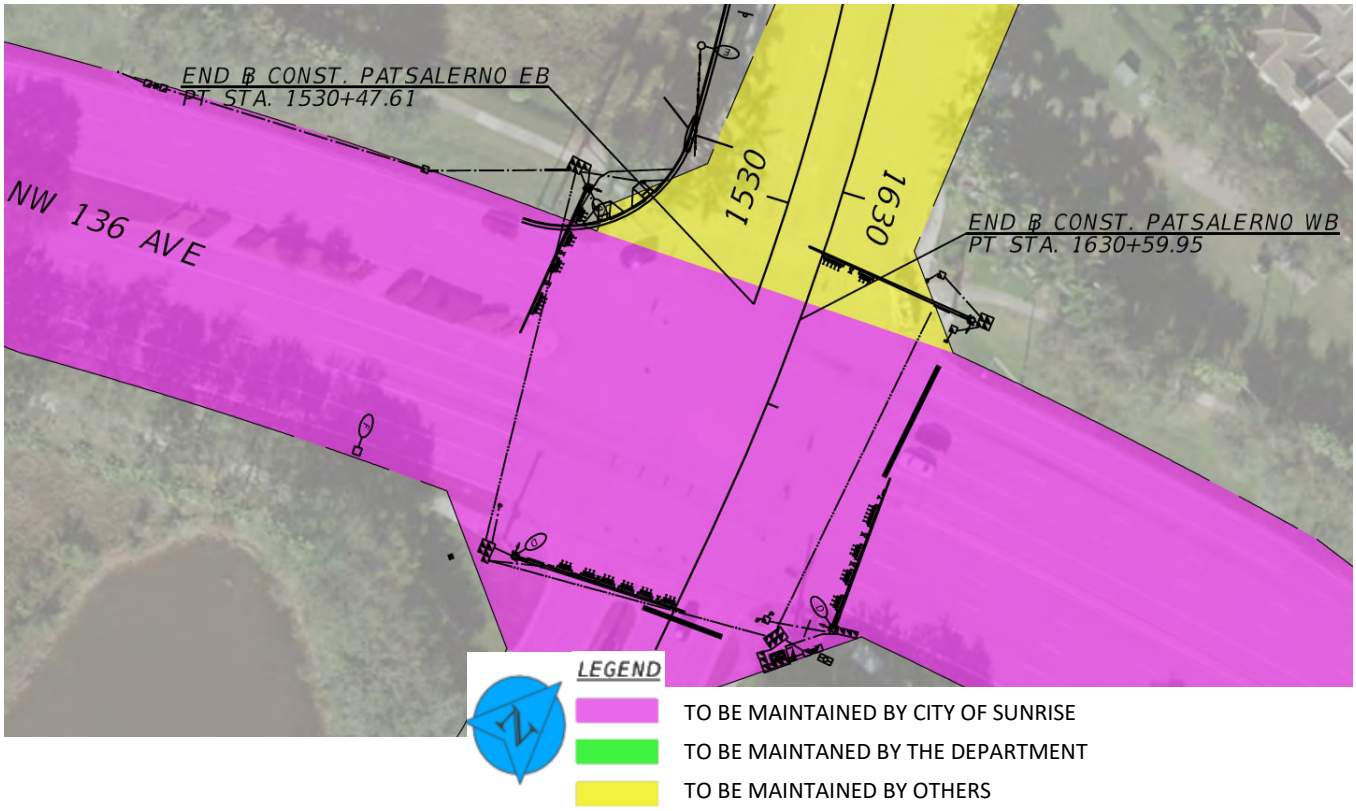


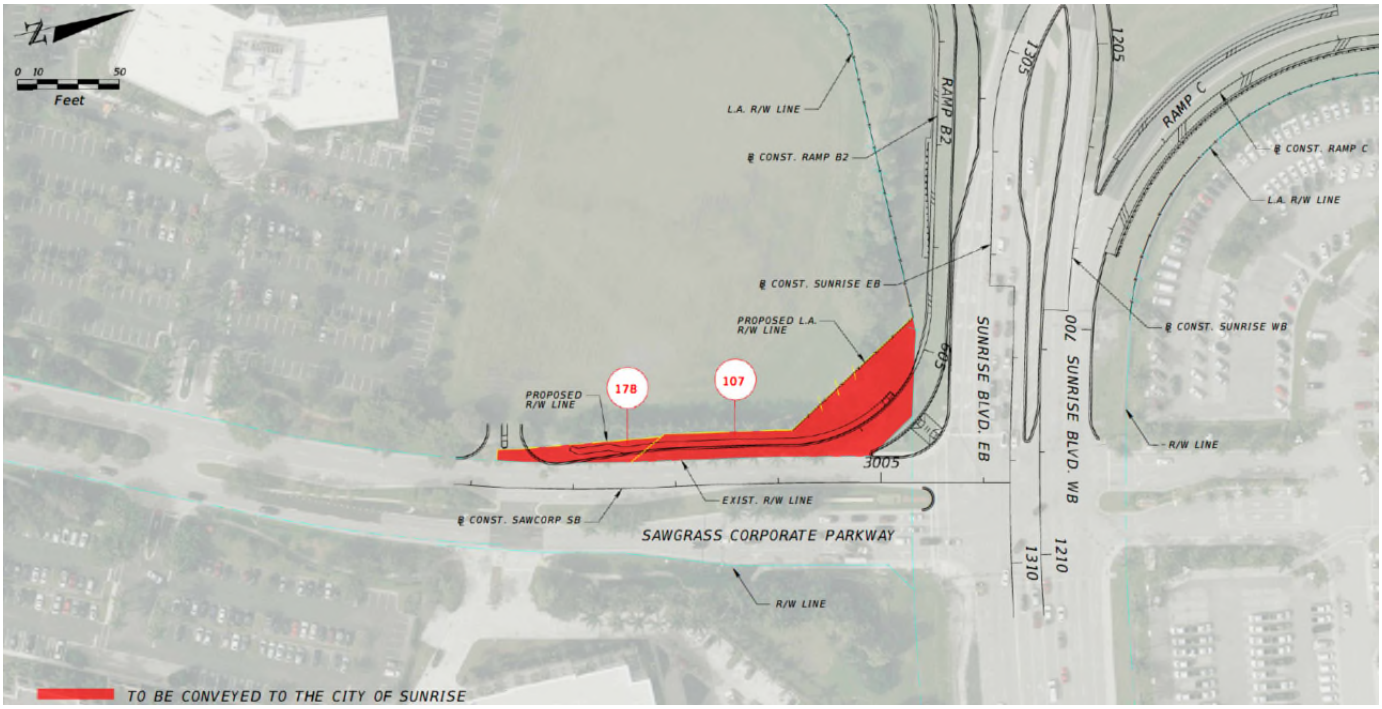
EXHIBIT "D" – PARCEL TRANSFERS

EXHIBIT "D"

PARCEL TRANSFERS – SAWGRASS CORPORATE PARKWAY

(PARCEL No. 107 and 178)

Note: This Exhibit is included solely for illustrative purposes to identify the respective parcels to be conveyed to the City as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing property rights of any entity not a Party to this Agreement.



CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Agreement

Item Number: 4F **Meeting Date:** 4/14/2026

City Reference Number (C#): C26099

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "State of Florida Department of Health Financial Assistance Standard Contract" between the State of Florida, Department of Health and the City of Sunrise for provision of Post-Overdose Support; and providing an effective date. City Manager Mark Lubelski. John K. McNamara, Fire Chief.

Funding:
N/A

Amount:
$344,998.00 Grant Award
No City Match Required

ATTACHMENTS:

ATY Resolution - C26099
DOH Contract

Background:
The Sunrise Fire Rescue Department has been working with the Department of Health since May 2025 on the post-overdose Co-Responder program previously approved through City Commission, which provides post-overdose support to residents. The Fire Rescue Department is looking to continue this program, in collaboration with the Department of Health, to provide services to the Sunrise Community.

The grant award in the amount of $344,998.00 will be utilized to enhance the Fire Rescue Department's Community Risk Reduction Program by providing additional support to the Community Paramedic to conduct follow-up visits with patients discharged from the hospital due to substance abuse-related incidents. As part of this City Commission Agenda, a Personnel Summary Amendment is being requested to add a full-time Social Worker position in the Fire Rescue Department, which will be fully funded from these grant funds. In addition, the Community Risk Reduction Program will be enhanced with social support resources, harm reduction services, behavioral health treatment, and other associated treatment options, to reduce repeat overdoses and improve long-term recovery outcomes. Additional direct support, such as food assistance, housing support, and transportation services will also be provided, when applicable.

This grant funding will enhance our Community Paramedic Program to allow for substance abuse education and overdose prevention training. This community support initiative aligns with our ongoing efforts to mitigate the opioid crisis in our community and will provide much needed proactive care.

The grant will cover personnel costs, training, equipment, and necessary program resources. The Department of Health will pay the City up to $344,998.00 for the contract term. Payments will be made as follows: for the periods May 2026 through April 2027 and May 2027 through April 2028, there will be equal monthly payments of $12,321.00, for a total not to exceed $147,852.00 in any contract year. For the period May 2028 through August 2028, there will be equal monthly payments of $12,321.00, for a total not to exceed $49,284.00 for the contract period.

As with all contracts with the State of Florida, venue for any legal actions arising from this agreement is in Leon County, Florida.

It is requested that the City Commission approve the award of these grant funds and authorize the Fire Chief to execute the necessary agreements and amendments to effectuate this grant award, subject to approval of the City Attorney's Office.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: John McNamara Phone: 9547463400

Department Head Name and Title:
John McNamara, Fire Chief

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STATE OF FLORIDA DEPARTMENT OF HEALTH FINANCIAL ASSISTANCE STANDARD CONTRACT" BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF HEALTH AND THE CITY OF SUNRISE FOR PROVISION OF POST-OVERDOSE SUPPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sunrise Fire Rescue Department is working in collaboration with the Florida Department of Health (DOH) to implement an Opioid Co-Responder Program aimed at providing post-overdose support funded through a DOH grant; and

WHEREAS, the DOH grant will enhance the Community Risk Reduction Program by providing additional support to the Community Paramedic to conduct follow-up visits with patients discharged from the hospital due to opioid overdoses, with the goal of connecting individuals with harm reduction services, treatment options, and social support resources to reduce repeat overdoses and improve long-term recovery outcomes; and

WHEREAS, a Contract setting forth the grant terms and conditions is required.

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

Section 1. A "State of Florida Department of Health Financial Assistance Standard Contract" (Contract) between the City of Sunrise and the State of Florida, Department of Health, for providing post-overdose support is hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Fire Chief is hereby authorized to execute the Contract.

Section 3. City staff are hereby authorized to take all actions necessary to fully perform the City's responsibilities under 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

☒ Client ☐ Non-Client
☐ Multi-County

☐ State Funds
☒ Federal Funds

STATE OF FLORIDA
DEPARTMENT OF HEALTH
FINANCIAL ASSISTANCE STANDARD CONTRACT

THIS CONTRACT, which includes Attachment I and the accompanying attachments and exhibits, is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department", and City of Sunrise the "Provider", each a "party" and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto

B. To the Following Governing Law:

1. **State of Florida Law:** This Contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this Contract.
2. **Federal Law:**
   a. If this Contract contains federal funds, Provider must comply with public law section 106-107, the provisions of 2 C.F.R. part 200, and other applicable regulations as specified in the Contract.
   b. If this Contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
   c. If this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
   d. If this Contract contains federal funds and is over $100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
   e. If this Contract contains federal funding more than $100,000, Provider must, prior to Contract execution, complete the Certification Regarding Lobbying form, Attachment II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager and must be completed prior to Contract execution. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
   f. [Reserved].
   g. If this Contract contains federal funds, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education, or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this Contract.
   h. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, as revised, collectively referred to as "HIPAA."
   i. **Use and Disclosure of Confidential Women, Infant and Children (WIC) Information:** When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii). If Provider is determined to be a sub-recipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (D-U-N-S) number and registering with

the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (i.e., a printed copy of the completed SAM registration) in SAM to the Contract Manager. To request a D-U-N-S number visit https://fedgov.dnb.com/webform and to obtain registration and instructions for SAM, visit https://sam.gov/.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.
2. To retain financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of six years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.
3. Upon completion or termination of this Contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.337, as revised, will have full access to and the right to examine any of Provider's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record-keeping requirements are included in all subcontracts and assignments. Provider agrees to provide such records, papers, and documents, outlined in paragraphs 1 through 4 above, to the Department within 10 business days after the request is made in accordance with section 216.1366, Florida Statutes.
6. Consistent with the recipient or subrecipient requirements as specified in Attachment III, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as revised, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
   a. **Documentation:** Maintain separate accounting of revenues and expenditures of funds under this Contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures that support Provider's activities not solely authorized under this Contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
   b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this Contract which evidences that expenditures are:
      1) Allowable under the Contract and applicable laws, rules, and regulations.
      2) Reasonable; and
      3) Necessary for Provider to fulfill its obligations under this Contract.

      All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
   c. **Annual Financial Report:** Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this Contract with the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this Contract.
   d. Ensure that funding received under this Contract in excess of expenditures is remitted to the Department within 45 days of the end of each Contract year and the Contract end date.
   e. **Annual Compensation Report:** If applicable, Provider must submit Attachment N/A, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each Contract year. Total compensation must include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If Provider is exempt from filing IRS Form 990, submit Attachment N/A without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to Provider. In addition, Provider, by executing this Contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in Provider's submitted Annual Compensation Reports.

7. **Public Records:** Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the Contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public 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. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Contract term and following completion of the Contract if Provider does not transfer the public records to the Department. Upon completion of the Contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the Contract services. If Provider transfers all public records to the Department upon completion of the Contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the Contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

   If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if Provider has more than one Contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services Contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each Contracting state agency and the applicable office or program issuing the Contract; b) the identifying name and number of each Contract; c) the starting and ending date of each Contract; d) the amount of each Contract; e) a brief description of the purpose of the Contract and the types of services provided under each Contract; f) the name and contact information of the contract manager.
9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
10. **Cooperation with the Florida Senate and the Florida House of Representatives:** Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.
11. **Exit Transition Services:** If applicable, Provider must provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract to facilitate the orderly transfer of such services to the Department or its designee. If the Department determines that Exit Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the Department, or as agreed upon by the Parties in writing.

D. Monitoring by the Department and Dispute Resolution:

1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this Contract and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this Contract. The Provider must provide the requested records, papers, and documents to the Department within 10 business days after the request is made. Following the Department's monitoring, the Department may provide the Provider with a written report specifying the noncompliance and request a Corrective Action Plan to be carried out by the Provider. At the sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this Contract for cause, demand

the recoupment of funds from subsequent invoices under this Contract, or demand repayment pursuant to the terms set forth in this Contract.

2. **Dispute Resolution:** Any dispute concerning the performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination specified in this Contract.

E. Indemnification and Limitation of Liability

1. **Indemnification:**
   a. This section is not applicable to contracts executed with State agencies or subdivisions, as defined in section 768.28, Florida Statutes.
   b. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
   c. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department. Only adjudication or judgment after the highest appeal is exhausted specifically finding Provider not liable will excuse the performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify.
   d. Nothing in this Contract shall be construed as the Department agreeing to indemnify the Provider.
3. **Limitation of Liability:** For all claims against the Provider under the Contract, and regardless of the basis on which the claim is made, the Provider's liability under the Contract for direct damages will be limited to the greater of $500,000.00, the dollar amount of the Contract, or two times the charges rendered by the Provider under the Contract. This limitation will not apply to claims arising under the Indemnification paragraph contained in section E.1. above. Unless otherwise specifically enumerated in the Contract, or where such limitation is unconscionable under law, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Provider to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department and the State may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The Department and the State may set off any liability or other obligation of the Provider or its affiliates to the Department or the State against any payments due to the Provider under the Contract. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

F. Insurance: To maintain insurance sufficient to adequately protect the Department from all liability and property damage and hazards that may result from Provider's performance under this contract. Provider must always hold such insurance during the existence of this Contract and any renewal(s) and extension(s) of it. Upon execution of this Contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability, workers compensation, and property damage insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this Contract. Upon the execution of this Contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

G. Safeguarding Information: Provider will not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with State and federal law except upon written consent of the recipient or the responsible parent or guardian when authorized by law.

H. Assignments and Subcontracts

1. **Assignment:** Provider will not assign the responsibility of this Contract to another party without the prior written approval of the Department, which will not be unreasonably withheld. Any assignment or transfer otherwise occurring without the Department's approval will be null and void and the Provider will not be paid for such assigned services. This Contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to perform the Provider's obligations. The Department will be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental entity or as required under Florida law upon prior written notice to Provider.
2. **Subcontracts:**
   a. Provider will be responsible for all work performed and all expenses incurred for this Contract. Provider will not subcontract any work contemplated under this Contract without the prior written approval of the Department. If the Department permits Provider to subcontract under this Contract, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits the Provider to subcontract, such permission will be indicated in Attachment I. If Provider subcontracts any of the services performed under the Contract without obtaining the Department's prior written approval, such action will be null, and void and Provider will not be paid for such subcontracted services.
   b. Unless otherwise stated in the Provider's Contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Provider to be paid by the Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. Return of Funds: Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to Provider by the Department. If Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this Contract or through collection proceedings.

J. Transportation Disadvantaged: If clients are to be transported under this Contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code, Chapter 41-2 and submit reports as directed by the Department.

K. Purchasing

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** Pursuant to section 946.515(2), Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459 or visiting http://www.pride-enterprises.org.
2. **Procurement of Materials with Recycled Content:** Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. **MyFloridaMarketPlace Vendor Registration:** Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code, Rule 60A-1.033.
4. **MyFloridaMarketPlace Transaction Fee:**
   a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(24), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.

b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code, Rule 60A-1.031(2).
c. Provider will receive a credit for any Transaction Fee paid by the Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with the specifications or requirements of this Contract. Failure to comply with these requirements will constitute grounds for declaring the Provider in default and recovering reprocurement costs from the Provider in addition to all outstanding fees. A Provider delinquent in paying transaction fees may be excluded from conducting future business with the State.

5. **Alternative Contract Source:** This Contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code, Rule 60A-1.045.
6. **Registered to do Business with the State:** All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution.
7. **Taxes:** The Department is generally exempt from all federal, state, and local taxes and no such taxes must be included in the price of the Contract. The Department will have no responsibility for the payment of taxes that become payable by Provider or its subcontractors in the performance of the Contract.

L. Background Screening Requirements and Drug Screening Requirements:

1. **Background Screening Requirements:** In the Department's sole and exclusive discretion, it may determine that background screening of some or all the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
   a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
   b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
   c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
   d. Be responsible for any costs incurred in meeting this screening requirement.
2. **Drug Screening Requirements:**
   a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this Contract until they have been cleared by the Department.
   b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to require the individual to undergo drug testing. The Department may require the individual to cease performing services pending drug test results. In the event of a positive drug test, the Provider must notify the Department in writing and at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
   c. The Provider is responsible for any costs associated with meeting this screening requirement.

M. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Policy for Access to Programs and Activities; Procedure for Access to Programs and Activities; Language and Disability Access Plan; and the Civil Rights Training for Access to Programs and Activities.
2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist and submit it as directed by the Department.

N. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractor, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Provider, its officers, agents, employees, subcontractor, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in the Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health."* If the sponsorship reference is in written material, the words "*State of Florida, Department of Health"* will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department as specified in Attachment I or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

Q. Use of Funds for Lobbying Prohibited: Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. **Scrutinized Companies:**
   a. The following paragraph applies regardless of the dollar value of the good or services provided: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in

statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

b. The following paragraph applies only when goods or services to be provided are $1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

4. **Antitrust Violator Vendor List:** Pursuant to section 287.137(2)(a), "[a] person or 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 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."
5. **Department Notification Requirements:** Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.

S. Patents, Copyrights, Royalties, and Ownership of Property

1. Provider shall not assert any rights to a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the Contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.
6. The following is only applicable to contracts executed with State universities, as defined in section 1001.705, Florida Statutes:
   a. Provider will retain ownership of all intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
   b. Provider must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable,

nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.

c. If this contract is paid for with federal funds, Provider will grant the awarding federal agency an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.

T. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

U. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. Information Security and Confidentiality of Data, Files, and Records:

1. **Information Security:** The State requires that all data generated, used, or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
2. **Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant, and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.
3. **Business Associate Agreement:** If applicable, Provider must execute Attachment IV, Business Associates Agreement prior to receiving any Protected Health Information, as defined in 45 CFR § 160.103, from the Department.
4. **Acceptable Use and Confidentiality Agreement:** If applicable, and Provider requires access to the Department's network under the Contract, Provider must execute Attachment N/A, Acceptable Use and Confidentiality Agreement prior to accessing the network.

W. Venue and Remedies for Default:

1. **Venue:** Venue for any legal actions arising from this Contract must be in Leon County, Florida, to the exclusion of any other jurisdiction unless the Contract is entered into by one of the Department's County health departments, in which case, venue for any legal actions will be in the county in which the county health department is located. Each party hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of a dispute, each party is responsible for their own attorney fees and costs unless otherwise prohibited by law.
2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in Section III., paragraph B. 3., below.

X. Force Majeure: Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike, or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If Provider believes an excusable delay has occurred, Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks

and deliverables affected by the delay. Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the Contract is tolled for any reason, Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to Provider.

Y. **Employment Eligibility Verification**: Provider is required to use the U.S. Department of Homeland Security's E-Verify system, located at https://www.e-verify.gov to verify the employment eligibility of all newly hired employees used by Provider under this Contract. Provider must also include in related subcontractors, if authorized under this Contract, a requirement that subcontractors performing work under this Contract use the E-Verify system to verify employment eligibility of all newly hired employees. Failure to comply with the requirements of section 448.095, Florida Statutes, will result in the Contract being terminated.

Z. **USDA WIC Services:** Provider agrees to abide by the following requirements if the Contract is related to services or commodities being provided to WIC applicants or participants: Assurance of Civil Rights Compliance: Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records, and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other Contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees if it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

AA. **Replacement of Provider staff:** The Department may request the removal or replacement of Provider staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, from performing services under this Contract. The Provider's offered replacement must have equal or superior skills and qualifications of the prior individual.

BB. **Purchase of Motor Vehicles:** Pursuant to section 287.14(3), Florida Statutes, funds received under this Contract cannot be used to purchase or allow for the continuous lease of any motor vehicle unless funds were appropriated by the Legislature. This requirement does not apply to motor vehicles needed to meet unforeseen or emergency situations if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees.

CC. Pharmacy Benefit Manager Services: Pursuant to Fla. Exec. Order No. 22-164, if this Contract is for the provision of Pharmacy Benefit Manager Services (PBM), Provider's PBM is prohibited from the use of spread pricing and financial claw backs. Provider agrees to have data reporting measures, including, but not limited to, data regarding rebates and payments from drug manufacturers, insurers, and pharmacies, if applicable, available to the Department for review. Any information provided by the Provider may only be collected, shared, or disclosed in accordance with federal and state law, including any relevant privacy laws related to proprietary or confidential information.

DD. Notice Requirements: Any notices provided under this Contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section III.D., below.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed $344,988.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this Contract specifies otherwise. Except for payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or Contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to the Provider due to preparation errors will result in a payment delay. Interest penalties of less than one dollar will not be enforced unless the Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution must be submitted to the Contract Manager for review prior to Contract funds being allocated for such payment. The Department reserves the right to refuse Provider's request to allocate any Contract funds for the payment of bonuses.
5. **Florida Substitute Form W-9:** Provider is required to submit a substitute W-9 form to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at https://flvendor.myfloridacfo.com. Any subsequent changes to Provider's W-9 must be made on this website; however, if the Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

C. Vendor Ombudsman: A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

D. Counterparts; Electronic Signatures: This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium shall have the same force and effect as an original signature.

III. PROVIDER CONTRACT TERM

A. Effective and Ending Dates: This Contract will begin on 5/1/2026. It will end on 8/31/2028.

B. Termination

1. **Termination at Will:** This Contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Provider will be compensated for any work completed prior to the effective date of the termination.
2. **Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to Provider. The Department will be the final authority as to the availability and adequacy of funds. Provider will be compensated for any work completed prior to the effective date of the termination.
3. **Termination for Breach:** This Contract may be terminated for material breach upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the Department's right to terminate the Contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring, or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies shall include offsetting any sums due to Provider under the Contract, and any other remedies at law or in equity.

C. Modification: Any modifications to this Contract must be in writing and executed by the parties.

D. Contract Representatives Contact Information:

1. The name, mailing address, email address, and telephone number of Provider's official payee to whom the payment will be made is:

City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351
snabors@sunrisefl.gov 954-741-2580

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

Susan Nabors
Director of Financial and Administrative Services
10770 West Oakland Park Boulevard
Sunrise, FL 33351

3. The name, mailing address, email address, and telephone number of the Department's Contract Manager is:

Sivonyia Beckford
780 SW 24th Street
Fort Lauderdale, FL 33315
sivonyia.beckford@flhealth.gov 954-412-7182

4. The name, mailing address, email address, and telephone number of Provider's representative responsible for administration of the program under this Contract is:

John McNamara, Fire Chief
10440 West Oakland Park Boulevard
Sunrise, FL 33351
jmcnamara@sunrisefl.gov 954-746-3400

5. Provide written notice to the other party of any changes in the above Contract representative's contact information. Any such changes will not require a formal amendment to this Contract.

E. All Terms and Conditions Included: This Contract and its attachments and exhibits as referenced, Attachment I with Exhibits A-C, Attachment II, Attachment III with Exhibits 1-4 and Attachment IV contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is found to be illegal or unenforceable, the remainder of the Contract will remain in full force and effect and such term or provision will be stricken.

END OF TEXT

IN WITNESS THEREOF, the parties hereto have caused this 73 page Contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above Contract and agree to the terms contained within it.

PROVIDER: CITY OF SUNRISE	**STATE OF FLORIDA, DEPARTMENT OF HEALTH**
SIGNATURE:	**SIGNATURE:**
PRINT/TYPE NAME: JOHN MCNAMARA	**PRINT/TYPE NAME: PAULA M. THAQI, MD, MPH**
TITLE: FIRE CHIEF	**TITLE: DIRECTOR – DOH BROWARD**
DATE:	**DATE:**
STATE AGENCY 29-DIGIT FLAIR CODE:	**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL**
FEID# (PLUS 3-DIGIT SEQ.) (OR SSN): 59-0944587-004	
PROVIDER FISCAL YEAR ENDING DATE: 9/30	

ATTACHMENT I

A. Services to be provided:

1. General Description:

a. General Statement: This contract is for the operation of a post overdose co-responder (CoRe) program. This program will involve a collaborative team consisting of the Provider's emergency medical services (EMS) personnel and navigators who will provide harm reduction services, linkage to care and social support services for individuals who use drugs

b. Authority: Pursuant to Sections 381.0011 & 381.0031, Florida Statutes, the Department of Health has the authority to enter this agreement.

2. Definition of Terms:

a. Department: Florida Department of Health in Broward County.

b. Drug: a substance or chemical that causes an overdose or intoxication (e.g., opioids and stimulants).

c. Emergency Department (ED): the department of a hospital responsible for the provision of medical and surgical care to patients arriving at the hospital in need of immediate care.

d. Harm reduction services: behavioral health support, naloxone distribution, overdose education.

e. Linkage to care: behavioral health treatment and medication for opioid use disorder.

f. Navigator: an individual familiar with the local public health landscape who works directly with persons who use drugs (PWUD) to ensure they have the tools to address barriers to seek care and who supports persons accessing substance use disorder treatment and care, as well as access to other services, such as harm reduction and social supports. The Navigator may be a certified peer recovery specialist, case manager, community health worker, individual with lived experience, or other individual who links PWUD to care and harm reduction services.

g. Overdose: occurs when someone takes too much of a drug or medication, leading to dangerous and potentially life-threatening side effects or death.

h. Quarter: a three-month period of the contract term. The quarters for this contract are September – November, December – February, March - May, June – August.

i. Social support services: employment support, food assistance, housing support, transportation services.

j. Warm handoff: the process of transitioning a patient with substance use disorder from an intercept point such as an emergency department, to a treatment provider once the patient is stable. This includes in-person/video/phone conversations during which the individual, the organization making the referral, and the organization receiving the referral are all present to ensure that the patient connects with the community provider.

3. Clients to be served: Direct-Client Services | Specific criteria: PWUD and are transported to an ED in Broward County, Florida by the Provider's EMS

B. Manner of Service Provision:

1. Scope of Work: The Provider's navigator(s) will collaborate with the Provider's EMS personnel to link PWUD to services, including but not limited to harm reduction services and linkage to care and/or harm reduction services and social support services.

a. Task List: The Provider shall perform the following tasks:

1) Within 72 hours of the client's discharge from the ED to their residence in Broward County, ensure an attempt to connect with the client to provide harm reduction services and linkage to care and/or harm reduction services and social support services is made by the CoRe team. Document on City of Sunrise Fire Rescue Department Post-Overdose Co-Responder Tracking Sheet" (Exhibit A) and submit to the Department via Microsoft Forms within 72 hours following each client encounter.

2) Submit a monthly Client Engagement Form (Exhibit B) to the Contract Manager within 15 days following the end of each month,

b. Deliverables: The Provider shall perform the following deliverables in the time and manner specified:

1) Provision of services as specified in Tasks B.1.a.1) and B.1.a.2).

c. Performance Measures: Deliverables must be met at the following minimum level of performance:

1) Documentation of all clients who are provided services as specified in Task B.1.a.1) must be submitted as specified.

2) Exhibit B must be submitted monthly as specified in Task B.1.a.2).

2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified shall result in a reduction in payment for that deliverable as follows:

a. Failure to submit documentation for all clients who are provided services as specified in Task B.1.a.1) shall result in a reduction of 2% from the monthly invoice for each client's documentation not provided.

b. Failure to submit Exhibit B monthly as specified in Task B.1.a.2) shall result in a reduction of 10% from the monthly invoice.

3. Service Location and Times:

a. Service Delivery Location: Services under this contract shall be coordinated at 10770 West Oakland Park, Sunrise, FL 33351.

b. Changes in Location: The Provider shall notify the Contract Manager in writing within five business days of location changes that will affect the Provider's ability to complete the deliverables under the contract.

c. Service Times: Services shall be provided daily as necessary.

4. Staffing Requirement:

a. Staffing Level: Provider shall maintain an adequate administrative and organizational structure sufficient to complete the deliverables under the contract.

b. Professional Qualifications: Provider will be responsible for the staff affiliated with this contract, ensuring they have the education, experience and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law.

c. Staffing Changes: The Provider shall notify the Contract Manager in writing within 72 hours of any staffing changes that will affect the Provider's ability to complete the deliverables under the contract.

C. Method of Payment:

1. Payment: This is a fixed price, fixed fee contract. The Department will pay the Provider for satisfactory completion of the deliverables as specified in Section B.1.b.1 of this contract, a total dollar amount not to exceed $344,988.00 for the contract term subject to the availability of funds. Payments will be made as follows: for the periods May 2026 through April 2027 and May 2027 through April 2028, there will be equal monthly payments in the amount of $12,321.00 for a total dollar amount not to exceed $147,852.00 in any contract year. For the period May 2028 through August 2028, there will be equal monthly payments of $12,321.00 for a total dollar amount not to exceed $49,284.00 for the contract period.

2. Unit of Service: A unit of service will consist of one month of completed required deliverables, as specified in section B.1.

3. Invoice Requirements: Provider shall submit a properly completed invoice to the Contract Manager within 15 days from the end of each month. The final month's invoice shall be submitted within 15 days from the end of the contract year. At a minimum, each invoice shall be submitted on the Provider's letterhead, contain a list of all completed deliverables for the invoice period, the invoice date, invoice number, a statement certifying the accuracy of the invoice, and the signature of an individual with the authority to bind Provider.

4. Supporting Documentation Requirements:

   a. Budget: The Department approved budget for the initial contract year is attached (Exhibit C). Each subsequent contract year, the budget shall be submitted to the Contract Manager for approval by July 1. Any revisions to an approved budget or budget justification must be submitted to the Contract Manager for review and approval prior to implementation.

   b. Quarterly Financial Report: Each contract year, for quarters one through three, the Provider shall prepare a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, the Provider shall submit the financial report as specified in Section I.C.6.c. of the Standard Contract. Each Quarterly Financial Report shall state, by line item, all contract fund expenditures made by the Provider to complete the deliverables under this contract.

D. Special Provisions:

1. Contract Renewal: This contract may be renewed for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be

contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

2. Non-Expendable Property Requirements: Non-expendable property is defined as tangible personal property with a value or cost of $5,000.00 or more and having a projected useful life of one year or more, any hardback book with a value or cost of $25.00 or more and having an expected useful life of at least one year or more that is circulated to students or the general public, and any hardback book with the value or cost of $250.00 or more that is not circulated to students or the general public. Hardback books with a value or cost of $250.00 or more should be classified as OCO (Other Capital Outlay) expenditures.
All such property purchased with funds from this contract must be listed on the property records of Provider. The listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement, or disposition of the property.
All such property purchased with funds from this contract shall be inventoried annually and a written non-expendable property inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property shall be submitted to the Department along with the expenditure report for the period in which it was purchased.
Title (ownership) to all non-expendable property acquired with funds from the contract shall be vested in the Department upon completion or termination of the contract.
Provider shall not dispose of non-expendable property purchased with funds from this contract except with the permission of the Department in accordance with their instructions.

3. Background Screening Requirement: Provider shall conduct background screenings and submit an attestation as specified in section L.1., of the Department's Standard Contract for all staff hired or maintained during the contract term. Provider will incur all costs associated with the background screenings.

4. Exhibits: May be modified by the Department during the term of the contract without a formal amendment. Should an exhibit be modified, the Department's Contract Manager or Program staff shall send the modified exhibit to the Provider and request written acknowledgment of receipt.

5. Meeting Attendance: Provider shall attend and participate in the Department's monthly Overdose Fatality Review Committee meetings: attend and participate in the EMS personnel meetings which will be organized by the Department and held quarterly; and participate in meetings and/or interviews with the evaluation team at the University of Florida, as needed.

6. Data submission: Provider shall regularly review submitted data for errors or discrepancies. If any data errors or discrepancies are identified, ensure corrections are made through form field resubmissions.

[END OF TEXT]

Sunrise Fire Rescue Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A)

* Required

Provider Information

1. **Provider Organization** *

- ◯ **City of Sunrise Fire Rescue Department**

2. **Name of Form Submitter** *

Please select the name of the person completing this form.

- ◯ **Brian Davis**
- ◯ Other

Incident Information

3. **Date of EMS Arrival at Incident Scene** *

4. **Time of EMS Arrival at Incident Scene** *

Please enter the time of EMS arrival at incident scene in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

5. **Incident Location ZIP Code** *

- ◯ **33311**
- ◯ **33313**
- ◯ **33317**
- ◯ **33319**
- ◯ **33321**
- ◯ **33322**
- ◯ **33323**
- ◯ **33324**
- ◯ **33325**
- ◯ **33326**
- ◯ **33327**
- ◯ **33331**
- ◯ **33332**
- ◯ **33351**
- ◯ Other

6. **Incident Type** *

Please select all the checkboxes that apply. For each substance type, choose only one of the following: overdose, intoxication, or withdrawal. For example, you may select "Opioid Overdose" and "Stimulant Intoxication," but you cannot select both "Opioid Overdose" and "Opioid Intoxication."

- [ ] **Opioid Overdose**
- [ ] **Stimulant Overdose**
- [ ] **Other Overdose** (*Excluding Opioids and Stimulants*)
- [ ] **Overdose on Unknown Substance(s)**
- [ ] **Opioid Intoxication**
- [ ] **Stimulant Intoxication**
- [ ] **Other Intoxication** (*Excluding Opioids and Stimulants*)
- [ ] **Intoxication from Unknown Substance(s)**
- [ ] **Opioid Withdrawal**
- [ ] **Stimulant Withdrawal**
- [ ] **Other Withdrawal** (*Excluding Opioids and Stimulants*)
- [ ] **Withdrawal from Unknown Substance(s)**

7. **Receiving Emergency Department/Hospital Name** *

- ◯ **Broward Health Coral Springs**
- ◯ **Broward Health Imperial Point**
- ◯ **Broward Health Medical Center**
- ◯ **Broward Health North**
- ◯ **Cleveland Clinic Weston Hospital**
- ◯ **Encompass Health Rehabilitation Hospital of Sunrise**
- ◯ **Florida Medical Center**
- ◯ **Fort Lauderdale Behavioral Health Center**
- ◯ **HCA Florida Northwest Hospital**
- ◯ **HCA Florida Plantation Emergency**
- ◯ **HCA Florida University Hospital**
- ◯ **HCA Florida Westside Hospital**
- ◯ **HCA Florida Woodmont Hospital**
- ◯ **Holy Cross Health**
- ◯ **Joe DiMaggio Children's Hospital**
- ◯ **Kindred Hospital Fort Lauderdale**
- ◯ **Kindred Hospital Hollywood**
- ◯ **Memorial Hospital Miramar**
- ◯ **Memorial Hospital Pembroke**
- ◯ **Memorial Hospital West**
- ◯ **Memorial Regional Hospital**
- ◯ **St. Anthony's Rehabilitation Hospital**

◯ Other

8. **Client Discharge Date** *

9. **Client Discharge Time** *

Please enter the client's discharge time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

10. **Client Discharge Disposition** *

◯ **Discharged**

◯ **Left Against Medical Advice**

Client Information

11. **Client Unique Identifier** *

The value must be a number

12. **Client Age** *

The value must be a number

13. **Client Sex** *

- ◯ **Female**
- ◯ **Male**

14. **Client Pregnancy Status** *

- ◯ **Pregnant**
- ◯ **Not Pregnant**
- ◯ **Unknown**

15. **Client Sexual Orientation** *

- ◯ **Bisexual**
- ◯ **Gay or Lesbian**
- ◯ **Straight (Not Gay or Lesbian)**
- ◯ **Unknown**

16. **Client Race** *

- ◯ **American Indian or Alaska Native**
- ◯ **Asian**
- ◯ **Black or African American**
- ◯ **Middle Eastern or North African**
- ◯ **Native Hawaiian or Other Pacific Islander**
- ◯ **White**
- ◯ **Multiracial**
- ◯ **Unknown**
- ◯ Other

17. **Client Ethnicity** *

- ◯ **Hispanic or Latino**
- ◯ **Not Hispanic or Latino**
- ◯ **Unknown**

18. **Client Residential ZIP Code** *

Please enter the client's five-digit residential ZIP code.

Number must be between 10000 ~ 99999

19. **Client Priority Population Characteristics** *

Please select all the checkboxes that apply.

- [ ] **Person with Prior Overdose Experiences from Substance Use**
- [ ] **Person with an Opioid Use Disorder (OUD) Diagnosis**
- [ ] **Person with a Stimulant Use Disorder (StUD) Diagnosis**
- [ ] **Person with Another Substance Use Disorder Diagnosis** (*Excluding OUD and StUD*)
- [ ] **Person with an Unknown Substance Use Disorder Diagnosis**
- [ ] **Person with a History of Substance Use Disorder Treatment (without MOUD)**
- [ ] **Person with a History of MOUD**
- [ ] **Person who Injects Drugs**
- [ ] **Person Using Diverted Prescription Pills**
- [ ] **Person Experiencing Disabilities and/or Mental Health Conditions**
- [ ] **Person Experiencing Homelessness or Unstable Housing**
- [ ] **Person Disadvantaged by Reduced Economic Stability**
- [ ] **Person who Lacks Access to any or Adequate Healthcare and Health Insurance**
- [ ] **Person Involved in the Criminal Justice System** (*e.g., Incarcerated, Detained, Under Legal Supervision [i.e., Probation or Parole], or Recently Released from Jail or Prison*)
- [ ] **Non-English Speaker**
- [ ] **None of the Above Apply**
- [ ] **Unknown**

20. **Is Information Available Regarding the Primary Substance(s) Used by the Client?** *

- ◯ **Yes**
- ◯ **No**

21. **Primary Substance(s) Used by the Client** *

Please select all the checkboxes that apply.

- ☐ **Aerosols/Fuels/Nitrates/Solvents** (*e.g., Acetone, Alkyl Nitrates, Butane, Computer Duster, Cyclohexanone, Diethyl Ether, Ethyl Acetate, Ethylene Glycol Monomethyl Ether Acetate, Freon, Gasoline, Glue, Helium, Hexane, Isopropanol, Kerosene, Lighter Fluid, Methyl Ethyl Ketone, Methyl Isobutyl Ketone, Nitrous Oxide, Propane, Toluene, Toluol, Trichloroethane, Trichloroethylene, Trichloromethane, Xenon*)
- ☐ **Alcohol**
- ☐ **Barbiturates** (*e.g., Amobarbital, Barbital, Butabarbital, Butalbital, Methylphenobarbital, Pentobarbital, Phenobarbital, Secobarbital*)
- ☐ **Benzodiazepines** (*e.g., Alprazolam, Bromazepam, Chlordiazepoxide, Clonazepam, Clorazepate, Diazepam, Estazolam, Etizolam, Flunitrazepam, Flurazepam, Halazepam, Lorazepam, Medazepam, Nitrazepam, Oxazepam, Prazepam, Quazepam, Temazepam, Triazolam*)
- ☐ **Hallucinogens** (*e.g., 1,4-Butanediol, 4-Methoxyamphetamine [PMA], 4-Methyl-2,5-Dimethoxyamphetamine [DOM], 5-Methoxy-Disopropyltryptamine [5-MeO-DIPT], Alpha-Ethyltryptamine, Dextromethorphan, Dimethyltryptamine [DMT], Hashish, Ibogaine, Ketamine, LSD, Marijuana, Mescaline, Methylenedioxyamphetamine [MDA], Peyote, Phencyclidine [PCP], Psilocybin/Psilocin, Salvia Divinorum, Salvinorin A, Synthetic Cannabinoids*)
- ☐ **Opioids** (*e.g., Buprenorphine, Butorphanol, Codeine, Diphenoxylate, D-Propoxyphene, Fentanyl, Heroin, Hydrocodone, Hydromorphone, Kratom, Levo-Alphacetylmethadol [LAAM], Meperidine HCl, Methadone, Morphine, Opium, Oxycodone, Oxymorphone, Pentazocine, Propoxyphene, Tramadol*)
- ☐ **Other Sedatives** (*e.g., Carisoprodol, Chloral Hydrate, Diphenhydramine, Diphenylhydantoin, Eszopiclone, Ethclorvynol, Gamma-Butyrolactone [GBL], Gamma-Hydroxybutyric Acid [GHB], Glutethimide, Meprobamate, Methaqualone, Zaleplon, Zolpidem*)
- ☐ **Stimulants** (*e.g., Alpha-PVP [Flakka], Amphetamine, Benzphetamine, Caffeine, Cathinone, Crack Cocaine, Dexmethylphenidate, Dextroamphetamine, Diethylpropion, Ephedrine, Ice, Khat, Lisdexamfetamine, Mazindol, Methamphetamines, Methcathinone, Methylenedioxymethamphetamine [MDMA], Methylphenidate, Nicotine, Pemoline, Phendimetrazine, Phenmetrazine, Phentermine, Propylhexedrine, Synthetic Cathinones*)

Co-Responder Follow-Up Information

22. **Co-Responder Follow-Up Date** *

23. **Co-Responder Follow-Up Time** *

Please enter the co-responder follow-up time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

24. **Did the Co-Responder Team Make Contact with the Client?** *

- ◯ **Yes**
- ◯ **No**

25. **Reason for No Contact** *

- ◯ **Client Not Home**
- ◯ **Client Moved/No Longer at Listed Address**
- ◯ **Client Not Located at Known Location (Unhoused)**
- ◯ **Client Refused Contact**
- ◯ **No Response**
- ◯ **Third Party Stated Client is Unavailable**
- ◯ **Third Party Stated Client Declined Contact**
- ◯ **Client Incarcerated**
- ◯ **Client Hospitalized or in Residential Treatment**
- ◯ **Client Deceased**

26. **Did the Client Receive Services from the Co-Responder Team?** *

- ◯ **Yes**
- ◯ **No**

27. **Reason for No Services** *

- ◯ **Client Declined Services**
- ◯ **Client Unable to Engage Due to Mental Health Symptoms**
- ◯ **Client Unable to Engage Due to Withdrawal Symptoms**
- ◯ **Client Under the Influence and Unable to Engage**

28. **Co-Responder Names** *

Please select the names of the co-responders who delivered services to the client.

- [ ] **Clare Pocknee**
- [ ] Other

29. **Co-Responder Interaction Start Time** *

Please enter the co-responder interaction start time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

30. **Co-Responder Interaction End Time** *

Please enter the co-responder interaction end time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Harm Reduction Service Encounters

A harm reduction service encounter is an interaction with service providers where a need expressed by a participant is addressed and where services are provided including behavioral health support, drug checking, fentanyl test strip distribution, medical services, naloxone distribution, overdose education, safer drug use supplies distribution, safe sex supplies distribution, and wound care supplies distribution.

31. **Was a Harm Reduction Service Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

32. **Type of Harm Reduction Service Provided to the Client** *

Please select all the checkboxes that apply.

- ☐ **Behavioral Health Support** (*Behavioral Health Support Involves Immediate, Crisis-Oriented Interventions Aimed at Reducing Risks Associated with Substance Use, Including Short-Term Counseling, Crisis Intervention, and Peer Support. It should be Distinguished from "Behavioral Health Treatment (without MOUD)," which Focuses on Structured, Evidence-Based Interventions Addressing Longer-Term Behavioral Health Issues*.)
- ☐ **Fentanyl Test Strip Distribution**
- ☐ **Medical Services** (*e.g., Preventative Health [Including Testing] and Treatment of Abscesses, Cotton Fever, Cellulitis, Endocarditis, HAV, HBV, HCV, HIV, MRSA Infection, Necrotizing Fasciitis [aka Flesh-Eating Disease], Sepsis, STI/STD, Wound Botulism, Xylazine-Related SSTI, and Other Infectious Diseases*)
- ☐ **Naloxone Distribution**
- ☐ **Overdose Education** (*e.g., Safer Drug Use Education*)
- ☐ **Safe Sex Supplies Distribution** (*e.g., External Condoms, Internal Condoms, Dental Dams, and Lubricant*)
- ☐ **Wound Care Supplies Distribution** (*e.g., Gauze, Adhesive Bandages, Non-Adhesive Bandages, Medical Tape, Saline, Antiseptic Solutions [Including Hydrogen Peroxide, Ethyl Alcohol, and Isopropyl Alcohol], Antibiotic Ointment, Disposable Gloves, Steri-Strips, and Butterfly Closures*)

33. **Total Number of Naloxone Doses Distributed** *

If you selected 'Naloxone Distribution' in the "Type of Harm Reduction Service Provided to the Client" question, please enter the total number of naloxone doses distributed. Please count each individual dose separately (e.g., if a kit contains two doses, count as two doses). Please enter '0' if no doses were distributed.

Please enter a number less than or equal to 20

34. **Harm Reduction Service Delivery Method** *

◯ **Mobile-Based Outreach Services**

Referral to MOUD

MOUD services include any treatment involving buprenorphine, buprenorphine-naloxone (Suboxone), methadone, or naltrexone.

35. **Was a Referral to MOUD Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

36. **Where was the Client Referred for MOUD?** *

Please enter the specific name of the agency or provider where the client was referred for MOUD services. Please avoid using generic terms like "Methadone Clinic." Instead, please provide the exact name, such as "ABC Methadone Treatment Center."

- ◯ **1st Step Behavioral Health**
- ◯ **Broward Addiction Recovery Center (BARC)**
- ◯ **Broward Health**
- ◯ **Broward House**
- ◯ **Care Resource**
- ◯ **Fellowship Recovery Community Organization**
- ◯ **Henderson Behavioral Health**
- ◯ **Larkin Hospital Behavioral Health Services**
- ◯ **Mandala Healing Center**
- ◯ **Memorial Healthcare System**
- ◯ **Recovery First Treatment Center**
- ◯ **Recovery Unplugged Fort Lauderdale**
- ◯ **Recovery Unplugged West Palm Beach**
- ◯ **The Recovery Village Orlando**
- ◯ **The Recovery Village Palm Beach**
- ◯ **Zinnia Health**
- ◯ Other

37. **Did the Client Referral to MOUD Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

38. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

39. **Was the Client Scheduled for an Appointment as Part of the Referral to MOUD?** *

- ◯ **Yes**
- ◯ **No**

40. **MOUD Client Appointment Date** *

41. **MOUD Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Behavioral Health Treatment (without MOUD)

Behavioral Health Treatment (without MOUD) includes any evidence-based behavioral strategies such as counseling, motivational interviewing, cognitive behavioral therapy (CBT), contingency management, and community reinforcement approach.

42. **Was a Referral to Behavioral Health Treatment (without MOUD) Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

43. **Where was the Client Referred for Behavioral Health Treatment (without MOUD)?** *

Please enter the specific name of the agency or provider where the client was referred for behavioral health treatment (without MOUD). Please avoid using generic terms like "Counseling Center." Instead, please provide the exact name, such as "XYZ Counseling Services."

- ◯ **1st Step Behavioral Health**
- ◯ **Archways**
- ◯ **Banyan Health Systems**
- ◯ **Broward Addiction Recovery Center (BARC)**
- ◯ **Broward Health**
- ◯ **Broward House**
- ◯ **Care Resource**
- ◯ **Chrysalis Health**
- ◯ **Fellowship Recovery Community Organization**
- ◯ **Fort Lauderdale Behavioral Health Center**
- ◯ **Goodman Jewish Family Services of Broward County**
- ◯ **Gulf Coast JFCS**
- ◯ **Henderson Behavioral Health**
- ◯ **House of Hope**
- ◯ **Larkin Hospital Behavioral Health Services**
- ◯ **Mandala Healing Center**
- ◯ **Memorial Healthcare System**
- ◯ **Mental Health America**
- ◯ **NAMI Broward County**
- ◯ **Recovery First Treatment Center**

- ◯ **Recovery Unplugged Fort Lauderdale**
- ◯ **Recovery Unplugged West Palm Beach**
- ◯ **Silver Impact Center**
- ◯ **Smith Mental Health Associates**
- ◯ **South Florida Wellness Network**
- ◯ **Thrive Mental Health & Substance Abuse Recovery Support Services**
- ◯ **Women in Distress**
- ◯ **Zinnia Health**
- ◯ Other

44. **Did the Client Referral to Behavioral Health Treatment (without MOUD) Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

45. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

46. **Was the Client Scheduled for an Appointment as Part of the Referral to Behavioral Health Treatment (without MOUD)?** *

- ◯ **Yes**
- ◯ **No**

47. **Behavioral Health Treatment (without MOUD) Client Appointment Date** *

48. **Behavioral Health Treatment (without MOUD) Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Harm Reduction Services

Harm reduction services include behavioral health support, drug checking, fentanyl test strip distribution, medical services, naloxone distribution, overdose education, safer drug use supplies distribution, safe sex supplies distribution, and wound care supplies distribution.

49. **Was a Referral to Harm Reduction Services Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

50. **Where was the Client Referred for Harm Reduction Services?** *

Please enter the specific name of the agency or provider where the client was referred for harm reduction services. Please avoid using generic terms like "Syringe Services Program." Instead, please provide the exact name, such as "Care Resource's The Special Purpose Outreach Team Syringe Services Program."

- ◯ **Broward Addiction Recovery Center (BARC)**
- ◯ **Broward Health**
- ◯ **Care Resource**
- ◯ **Fellowship Recovery Community Organization**
- ◯ **South Florida Wellness Network**
- ◯ **The Robin Foundation**
- ◯ Other

51. **Did the Client Referral to Harm Reduction Services Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

52. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

53. **Was the Client Scheduled for an Appointment as Part of the Referral to Harm Reduction Services?** *

- ◯ **Yes**
- ◯ **No**

54. **Harm Reduction Services Client Appointment Date** *

55. **Harm Reduction Services Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Employment Support

56. **Was a Referral to Employment Support Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

57. **Where was the Client Referred for Employment Support?** *

Please enter the specific name of the agency or provider where the client was referred for employment support. Please avoid using generic terms like "Job Placement Services." Instead, please provide the exact name, such as "123 Staffing Agency."

- ◯ **CareerSource Broward**
- ◯ **Footprint to Success Clubhouse**
- ◯ **OIC of South Florida**
- ◯ **South Florida Wellness Network**
- ◯ Other

58. **Did the Client Referral to Employment Support Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

59. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

60. **Was the Client Scheduled for an Appointment as Part of the Referral to Employment Support?** *

- ◯ **Yes**
- ◯ **No**

61. **Employment Support Client Appointment Date** *

62. **Employment Support Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Food Assistance

63. **Was a Referral to Food Assistance Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

64. **Where was the Client Referred for Food Assistance?** *

Please enter the specific name of the agency or provider where the client was referred for food assistance. Please avoid using generic terms like "Food Bank." Instead, please provide the exact name, such as "ABC Food Pantry."

- ◯ **Area Agency on Aging of Broward County (ADRC)**
- ◯ **Feeding South Florida**
- ◯ **Food Pantry via Sunrise Senior Center**
- ◯ **Meals on Wheels South Florida**
- ◯ **The Pantry of Broward**
- ◯ **The Salvation Army of Broward County**
- ◯ Other

65. **Did the Client Referral to Food Assistance Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

66. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

67. **Was the Client Scheduled for an Appointment as Part of the Referral to Food Assistance?** *

- ◯ **Yes**
- ◯ **No**

68. **Food Assistance Client Appointment Date** *

69. **Food Assistance Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

70. **Did the Client Receive Help with Completing their Food Stamp Application?** *

- ◯ **Yes**
- ◯ **No**

Referral to Housing Support

71. **Was a Referral to Housing Support Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

72. **Where was the Client Referred for Housing Support?** *

Please enter the specific name of the agency or provider where the client was referred for housing support. Please avoid using generic terms like "Shelter" or "Residential Substance Abuse Treatment." Instead, please provide the exact name, such as "ABC Homeless Shelter" or "123 Recovery Center."

- ◯ **211 Broward**
- ◯ **Broward Housing Solutions**
- ◯ **Broward Partnership**
- ◯ **Care Resource**
- ◯ **Fellowship Recovery Community Organization**
- ◯ **HomesUnited**
- ◯ **Florida Association of Recovery Residences**
- ◯ **Project SOAR Recovery Residences**
- ◯ **Taskforce Fore Ending Homelessness**
- ◯ Other

73. **Did the Client Referral to Housing Support Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

74. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

75. **Was the Client Scheduled for an Appointment as Part of the Referral to Housing Support?** *

- ◯ **Yes**
- ◯ **No**

76. **Housing Support Client Appointment Date** *

77. **Housing Support Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Transportation Service

78. **Was a Referral to a Transportation Service Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

79. **Where was the Client Referred for Transportation Services?** *

Please enter the specific name of the agency or provider where the client was referred for transportation services. Please avoid using generic terms like "Transportation Program." Instead, please provide the exact name, such as "ABC Transit Assistance Program."

- ◯ **Broward County Paratransit TOPS**
- ◯ **City of Sunrise Medical Transportation**
- ◯ Other

80. **Did the Client Referral to a Transportation Service Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

81. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

82. **Was the Client Scheduled for an Appointment as Part of the Referral to a Transportation Service?** *

- ◯ **Yes**
- ◯ **No**

83. **Transportation Service Client Appointment Date** *

84. **Transportation Service Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Submission Status

85. **Submission Status** *

- ◯ **I confirm my responses are complete.**
- ◯ **I would like to save my progress and edit later.**

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

Microsoft Forms

Monthly Report			
Provider Name			
Name & Title of Provider Staff Completing Report			
Email Address			
Date Submitted			
Month of Report		**Total # of Navigators working this month:**	
Year of Report		**Initials of Navigators working this month:**	
Task: B.1.a.1) Within 72 hours of the client's discharge from the ED to their residence in Broward County, ensure an attempt to connect with the client to provide harm reduction services and linkage to care and/or harm reduction services and social support services is made by the CoRe team. Document on City of Sunrise Fire Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A) and submit to the Department via Microsoft Forms within 72 hours following each client encounter.			
	Total # of follow-up attempts made by the CoRe team within 72 hours of the client's discharge from the ED to their residence in Broward County.		
	Total # of follow-up attempts not made by the CoRe team within 72 hours of the client's discharge from the ED to their residence in Broward County.		
	Total # of client encounters documented on the City of Sunrise Fire Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A) within 72 hours following each client encounter.		
	Total # of client encounters not documented on the City of Sunrise Fire Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A) within 72 hours following each client encounter.		
Special Provision: 5) Overdose Fatality Review Committee (OFRC): Provider shall attend and participate in the Department's monthly OFRC meeting.	Name & Title of Provider Representative(s):		OFRC Meeting Date:
Special Provision: 5) EMS Personnel Meeting: Provider shall attend and participate in the EMS personnel meetings which will be organized by the Department and held quarterly.	Name & Title of Provider Representative(s):		EMS Personnel Meeting Date:
I hereby certify that the above report is a true and accurate reflection of the activities conducted during this period.			
Signature of Provider Staff Completing Report			
Typed Name & Title of Provider Staff Completing Report			
Date Report Signed:			

BUDGET SUMMARY

EXHIBIT C

Provider Name: City of Sunrise

Budget Start Date: 05/01/26 **Budget End Date:** 04/30/27

Budget Categories	Current Budget	Budget Adjustment	Revised Budget
A. DIRECT PROGRAM COST:			
SALARIES:	$ 62,525.49		
FRINGE BENEFITS:	$ 52,520.90		
SALARY SUBTOTAL:	$ 115,046.39	$ -	$ -
ITEMIZED DIRECT EXPENSES:			
RENT:			
UTILITIES:			
COMMUNICATION:			
TRAVEL:			
OFFICE EQUIPMENT:			
OFFICE SUPPLIES:			
INCENTIVES:			
SOFTWARE PROGRAM	$ 21,854.41		
Enter Item			
Enter Item			
DIRECT EXPENSE SUBTOTAL:	$ 21,854.41	$ -	$ -
B. ADMINSTRATIVE/INDIRECT COST:			
(Administrative/Indirect cost are capped at 10% of contract amount.)			
ADMINSTRATIVE:	$ 10,951.20		
INDIRECT:			
ADMIN. SUBTOTAL:	$ 10,951.20	$ -	$ -
BUDGET TOTAL:	$ 147,852.00	$ -	$ -

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the Budget Narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.

Provider's Authorized Representative Signature — Date: 3/19/2026

Sivonyia Beckford

Contract Manager's Signature of Approval — Date: 3/19/2026

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contract # BW848

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (1996). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

03/19/2026
Date

John K. McNamara
Name of Authorized Individual

BW848
Application or Contract Number

City of Sunrise Fire Rescue
Name of Organization

10440 W. Oakland Park Blvd. Sunrise, FL 33351
Address of Organization

Revised-06/2020

ATTACHMENT III

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. _____**Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

   A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. _____ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. ___✓___**Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends $1,000,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.

3. If a recipient expends less than $1,000,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If a recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, ,2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:

   - Oversight of the organization
   - Vendor management programs
   - Internal corporate governance and risk management processes
   - Regulatory oversight

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient electronically to the Federal and the FDOH Single Audit Clearinghouse website addresses below:

   A. The Department of Health, Single Audit Clearinghouse (SAC) website portal:

      SAC Submission (https://fdohsac.azurewebsites.net/)

      Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit a complete audit report package and any management letter issued by an auditor electronically to the Department.

      Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Absent of electronic submission capability or during system maintenance or downtime, prior approval can be obtained to submit report package via email to SingleAudits@flhealth.gov or on an approved electronic storage medium via mail to:

      Florida Department of Health
      Contracts and Grants Management Unit
      Attention: FCAM, Single Audit Review
      4052 Bald Cypress Way, Bin B01
      Tallahassee, FL 32399-1701.

   B. The Federal Audit Clearinghouse (**FAC**), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is:

      https://harvester.census.gov/facweb/

   C. The Florida Auditor General's Office:

      One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (ALN formerly, CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each funded passed through entity:

   A. When applicable, and/or other Federal agencies in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1

Contract: #BW848

Federal Award Identification #: NH28CE003565

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency 1 CDC ALN# 93.136 Title OD2A:Local $344,988.00

Federal Agency 2 _____ ALN# _____ Title _____ $_____

TOTAL FEDERAL AWARDS $344,988.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____

$_____

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____

$_____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES

$_____

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State financial assistance not subject (exempt) to section 215.97, Florida Statutes: $_____

State financial assistance not subject (exempt) to section 215.97, Florida Statutes: $_____

Matching and Maintenance of Effort *

State Matching resources for federal award(s):

Agency: _____ ALN# _____ Title _____ $_____

State Maintenance of Effort (MOE) for federal program(s):

Agency: _____ ALN# _____ Title _____ $_____

***Matching** Resources are subject to Federal single audit and shall be included by recipient when computing the threshold for Federal single audit requirements totals. These amounts shall also be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards. **Whereas **MOE** Resources awarded as state financial assistance are subject to Florida single audit and shall be included by recipient when computing the threshold for Florida single audit requirements totals under section 215.97, Florida Statutes and included in the Schedule of Expenditures of State Awards (SESA).

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

_____Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
__✓_ Recipient/subrecipient subject to 2 CFR § 200.501and/or section 215.97, Florida Statutes
_____ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
_____ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

For other audit requirements, the Recipient has been determined to be:

_____ Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and/or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5)(c). In all instances, Recipients are required to follow the FDOH agreement terms and conditions, and the Federal passed through agency's grant guidance under **2 CFR, Subtitle B** for additional citations.

STATE FINANCIAL ASSISTANCE. Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations.

This document and other FDOH instructions may be obtained online through the FL Health website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

  Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted electronically as a single document to the FDOH SAC website address: fdohsac.azurewebsites.net
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention under the CPA's issued license number: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4520.

Part II: Submission to Federal Audit Clearinghouse

Click Here for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click Here to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

Part III: Submission to Florida Auditor General

Click Here for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

EXHIBIT 4

Single Audit Data Collection Form

Part 1: GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

		--							

b. Are multiple EINs covered in this report ☐ Yes ☐ No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #	Name of Entity
--	
--	
--	
--	

4. AUDITEE INFORMATON

a. **Auditee name:**

Auditee Primary DUNS#:

b. **Auditee address (number and street)**

City

State **Zip Code**

c. **Auditee contact**
Name:

Title:

d. **Auditee contact telephone**
( ) -

e. **Auditee contact FAX**
( ) -

f. **Auditee contact E-mail**

5. PRIMARY AUDITOR INFORMATION

a. **Primary auditor name:**

b. **Primary auditor address (number and street)**

City

State **Zip Code**

c. **Primary auditor contact**
Name:

Title:

d. **Primary auditor contact telephone**
( ) -

e. **Primary auditor E-mail**
( ) -

f. **Audit Firm License Number**

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date _____/_____/_____

Date Audit Received from Auditor: _____/ _____/ _____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

ATTACHMENT IV

BUSINESS ASSOCIATES AGREEMENT

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014

This Agreement is entered into between the State of Florida, Florida Department of Health ("Covered Entity"), and City of Sunrise ("Business Associate"). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations. This Agreement corresponds to Contract #BW848.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information ("PHI") other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information as provided for by this Agreement.
(c) Business Associate agrees to take reasonable measures to protect and secure data in electronic form containing personal information as defined by §501.171, Florida Statutes.
(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access, or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
(e) Business Associate agrees to report to Covered Entity any use, access, or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
(f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

BUSINESS ASSOCIATES AGREEMENT

(g) Business Associate agrees to make available protected health information in a designated record set to the Covered Entity within 10 days of a request, or directly to an Individual or the Individual's designee in a prompt and reasonable manner consistent with the time frames established in the Covered Entity's Information Security and Privacy Policy, in order to meet the requirements under 45 CFR 164.524.

(h) Business Associate agrees to ensure no more than the reasonable cost-based fee, permitted under 42 CFR 164.524, is charged to an individual requesting copies of their protected health information.

(i) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

(j) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(k) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(l) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(m) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.

(n) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

(o) Business Associate agrees not to use or disclose protected health information related or potentially related to reproductive health care except as permitted by and in accordance with 45 CFR 164.502(a)(5)(iii) and 45 CFR 164.509.

(p) Business Associate agrees to comply with all aspects of §501.171, Florida Statutes.

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

(a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only as necessary to perform the services set forth in the contract, purchase order, or memorandum of agreement as referenced herein. Business Associate shall not disclose information to any third party without the expressed written consent of the Covered Entity.

(b) Business Associate may use or disclose protected health information as required by law.

BUSINESS ASSOCIATES AGREEMENT

(c) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services relating to health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity shall provide Business Associate with its notice of privacy practices developed in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

(a) In addition to the HIPAA privacy requirements and the data security requirements of §501.171, Florida Statutes, Business Associate agrees to observe the confidentiality requirements of Chapter 381, Florida Statutes and any other Florida Statute relating to the confidentiality of information provided under this agreement.

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
3. Furnish certain records for examination, by mail or by hand-delivery.

(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

BUSINESS ASSOCIATES AGREEMENT

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

(a) Term.
The Term of this Agreement shall be coterminous with the underlying contract or purchase order, giving rise to this Agreement.

(b) Termination for Cause.
Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.

(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination.
3. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and

to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Breaches and Security Incidents

8.0 Privacy or Security Breach.

Business Associate will report to Covered Entity's Privacy Officer or the Covered Entity's contract manager within 2 business days after the discovery, any unauthorized access, use, disclosure of Covered Entity's protected health Information not permitted by the Business Associates Agreement along with any breach of Covered Entity's unsecured protected health information. Business Associate will treat the breach as being discovered in accordance with 45 CFR §164.410. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying the Covered Entity for the applicable time period. Business Associates report will at a minimum:

(a) Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of discovery of the breach;
(b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether name, social security number, date of birth, home address, account number or other information was disclosed/accessed) on an individual basis;
(c) Identify who made the non-permitted use or disclosure and who received it;
(d) Identify what corrective action or mitigation Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
(e) Identify what steps the individuals who were subject to a breach should take to protect themselves;
(f) Provide such other information, including a written report, as Covered Entity may reasonably request.

8.1 Security of Electronic Protected Health Information.

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), and the Florida Information Protection Act (FIPA) §501.171, Florida Statutes, so that the Covered Entity may meet compliance obligations under HIPAA-AS and FIPA the parties agree:

(a) Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45

C.F.R. § 160.103) and Personal Information (as defined in §501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to Covered Entity any successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or unauthorized access of data in an electronic form containing Personal Information as defined in §501.171, Florida Statute, or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.

8.2 Corrective Action:

(a) Cure: Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Personal Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or FIPA applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.

(e) No third party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.

(g) Venue. The venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.

(h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement or for penalties imposed by the HHS Office of Civil Rights for any violations of the Federal Privacy Rule caused by the Business Associate Additionally, Business Associate shall indemnify the State of Florida for any time and expenses it may incur from breach notifications that are necessary under either §501.171, Florida Statute or the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

(i) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

(j) E-Verify. Effective January 1, 2021, Business Associate is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all newly hired employees used by the Business Associate under this Agreement, pursuant to section 448.095, Florida Statutes. Also, the Covered Entity must include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement use the E-Verify system to verify employment eligibility of all newly hired employees used by the subcontractor for the performance of services under this Agreement. The subcontractor must provide the Covered Entity with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Business Associate must maintain a copy of such affidavit for the duration of the Agreement. If the Covered Entity has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Covered Entity of such, but the Business Associate otherwise complied with this statute, the Business Associate must immediately terminate the subcontract with the subcontractor.

BUSINESS ASSOCIATES AGREEMENT

For: **DEPARTMENT OF HEALTH**

By: _____

Title: Director – DOH Broward

Date: _____

For**: CITY OF SUNRISE**

By: _____

Title: Fire Chief

Date: _____

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Amendment

Item Number: 4G **Meeting Date:** 4/14/2026

City Reference Number (C#): C26096

Item Description:

A Resolution of the City of Sunrise, Florida, amending the Personnel Summary for the 2025/2026 Fiscal Year Budget; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26096

Background:
This item amends the FY 2025/2026 Personnel Summary as follows:

Fire Rescue Department - Community Risk Reduction Division
The Fire Rescue Department - Community Risk Reduction Division is requesting changes to their personnel summary to add one (1) full-time Social Worker position and reclassify one (1) full-time Rescue Lieutenant position to one (1) full-time Firefighter position.

The addition of a Social Worker position will allow for a position to work directly with Sunrise residents that use the 911 system and individuals who are being referred to the current Fire Rescue Community Paramedic program, for needs such as substance abuse, mental health, adult protective service needs, assisted living, transportation services, medical equipment needs, etc. Funding for this position will be supported by the Florida Department of Health-Broward County Post Overdose Co-Responder Program being presented for approval at the City Commission meeting on April 14, 2026.

The current Rescue Lieutenant classification for the Community Paramedic program limits the pool of candidates who would otherwise be eligible to perform the services within the program due to their requirement to take a promotional exam for the assignment. Reclassifying the Rescue Lieutenant position to a Firefighter position will provide more opportunities for selection due to more certified personnel based for operational and staffing needs.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 9547463220

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

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AMENDING THE PERSONNEL SUMMARY FOR THE 2025/2026 FISCAL YEAR BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fire Rescue Department, Community Risk Reduction Division, is requesting the addition of one (1) full-time Social Worker position and the reclassification of one (1) full-time Rescue Lieutenant position to one (1) full-time Firefighter position; and

WHEREAS, the Social Worker will work directly with residents that use the 911 system and those referred to the current Community Paramedic program. Funding for the Social Worker position will be supported by the Florida Department of Health – Broward County Post Overdose Co-Responder Program; and

WHEREAS, the reclassification of the Rescue Lieutenant position to a Firefighter position will provide more opportunities for selection among certified personnel. Funding for the Firefighter position is included in the annual budget.

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

Section 1. Pursuant to Section 10-1 of the Code of the City of Sunrise, Florida, the Personnel Summary for the Fire Rescue Department for Fiscal Year 2025/2026, as adopted by Ordinance No. 720, is hereby amended as follows:

FIRE RESCUE DEPARTMENT – COMMUNITY RISK REDUCTION DIVISION

POSITION SUMMARY	ADOPTED BUDGET FY 2025/2026	AMENDED BUDGET FY 2025/2026
Social Worker	~~0~~	1
~~Rescue Lieutenant~~	~~1~~	0
Firefighter	~~0~~	1

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

underscored text are additions
~~scored through~~ text are deletions

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

underscored text are additions
~~scored through~~ text are deletions

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Agreement

Item Number: 4H **Meeting Date:** 4/14/2026

City Reference Number (C#): C26092

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Angiology Corporation of America"; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:

505.55.10.519.504987 – Medical Claims

Amount:

Per screening costs are determined by Contract. The City's allowance shall not exceed $900 per employee for all selected screenings collectively under the Wellness Screening Program.

Not to exceed FY2025/2026 budgeted funds.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26092
Attachment 1 - Angiology Corp Contract
Sunbiz

Background:
As part of the FY 2026 Budget, the City Commission approved funding in the Health Insurance Fund to enhance early detection of diseases and health risks for our employees through preventative wellness screenings. These wellness screenings will be offered on a one-time basis for regular full-time and part-time employees who opt into this voluntary benefit program. Over the last several months, employees from each of the Union Groups and at all levels of the organization met to brainstorm, research, and discuss the screening options available. These collaborative meetings have been instrumental in identifying and narrowing the various options available for this important employee wellness initiative. The collaboration meetings resulted in a consensus from the attendees that the City should provide an allowance for each employee to utilize towards the recommended screening option(s) of their choice. Based upon the group consensus, the City will offer four different screening options to include ultrasound, bloodwork, CT or MRI where employees have an allowance of up $900 to spend on screening(s). If an employee chooses a screening or multiple screenings and the cost exceeds the $900 allowance, any remaining cost may be payroll deducted from the employee's paycheck on a post-tax basis for up to 26 pay periods.

This Wellness Screening Program is expected to begin on June 1, 2026 and last for a period of 12 months. It is designed to encourage employee health and wellness through early detection of potential health issues. Preventive screenings have a proven record of identifying critical diseases at early stages to help save lives and enhance wellness. As such, there are four separate Agenda Items included on this City Commission Agenda for each of the four available screening options. This agenda item is for the contract for targeted ultrasound services related to the heart.

Angiology Corporation of America is offering an AngioScreen option, which is a vascular targeted ultrasound screening to promote employee health, preventive care, and early detection of serious medical conditions related to the heart. The AngioScreen program will be offered as one of four available Wellness Screening Program options, allowing employees to select the program that best meets their needs.

Pricing for the AngioScreen is the most affordable option under the Wellness Screening Program. AngioScreen will provide onsite vascular health screenings that are non-invasive and evaluate carotid artery health, circulation through ankle-brachial index testing, blood pressure, BMI, heart rhythm, and screening for abdominal aortic aneurysm. Participants receive immediate results, educational materials, and personal health reports, helping identify potential vascular conditions early and encouraging appropriate follow-up and lifestyle improvements. The screening results are strictly confidential and will not be shared with the City.

These services are considered medical services, and all testing results constitute protected health

information, exempting the program from competitive procurement under Section 5-173(c)(6) of the City Code.

Staff recommend that the City Commission approve the contract with Angiology Corporation Of America and authorize the Risk Manager to execute all related documents.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Bill Mason, Risk Manager Phone: (954) 572-2496

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

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STANDARD CONTRACT BETWEEN THE CITY OF SUNRISE, FLORIDA AND ANGIOLOGY CORPORATION OF AMERICA"; AUTHORIZING THE CITY'S RISK MANAGER TO EXECUTE DOCUMENTS TO EFFECTUATE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise seeks to provide onsite vascular health screening services to its employees to promote wellness, preventative health care, and early detection of vascular conditions; and

WHEREAS, Angiology Corporation of America (Angiology) is one of the providers employees and dependents can choose from as part of the City's new Wellness Screening Program, promoting preventive care and early detection of vascular disease; and

WHEREAS, the City desires to contract with Angiology to provide onsite ultrasound diagnostic health screenings for employees and eligible adult dependents, including comprehensive medical evaluation testing, instant results, educational materials, and personal reports.

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 "Standard Contract between the City of Sunrise, Florida and Angiology Corporation of America" (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A.

Section 3. Contractual programs for medical services are exempt from competitive procurement pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida.

Section 4. The Risk Manager, or designee, is hereby authorized to execute the Contract and all related documents necessary to effectuate the services. The Risk Manager is further authorized to renew the Contract consistent with the terms of the approved Contract. The City Manager, or designee, is hereby authorized to extend the Contract consistent with the terms of the approved Contract. Any amendments to the

Contract not authorized herein require City Commission approval. The Risk Manager shall provide copies of any renewals or extensions to the City Clerk.

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

STANDARD CONTRACT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND ANGIOLOGY CORPORATION OF AMERICA

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 Angiology Corporation of America, a Foreign Profit corporation, authorized to do business in the State of Florida", (hereinafter referred to as the "Contractor"), whose address is 6986 Clarksville Pike, Joelton, TN 37080, and whose Federal Identification Number is 20-0265416, incorporates Exhibits "A" through "D" as if fully set forth herein.

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 onsite vascular health screenings as set forth in this Contract and in ***Exhibit "A" Scope of Services*** which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Bill Mason, Risk Manager, telephone number (954) 572-2496, email bmason@sunrisefl.gov.

The Contractor's representative/liaison during the performance of this Contract shall be Heather Gilbert, Vice President of Marketing, cell (615) 400-1773, email heather.gilbert@angioscreen.com.

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 rate listed in ***Exhibit "B" Angioscreen Confirmation Form***. The Contractor shall submit invoices to:

City of Sunrise
Attn: Risk and Benefits Management Office
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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.

Invoices may be submitted weekly or monthly with full name of employee receiving services.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing June 1, 2026. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Risk Manager, or designee.

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 guaranteed for the initial Contract period of three (3) years. See Exhibit – A for initial Contract pricing. No cost increases above these graduated price guarantees shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

X Costs for any extension term shall be subject to a mutually agreed 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 Consumers Price Index (CPI-U: Medical Care Services) 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-U: Medical Care Services 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 Medical Malpractice / Professional Liability. Contractor agrees to maintain Medical Malpractice / Professional Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate. This coverage may be provided by endorsement to a Commercial General Liability to satisfy this

requirement.

7.3 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.

7.4 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
riskmanagement@sunrisefl.gov

7.5 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, or based on change in scope of services.

8. Performance and Payment Bond □ Applicable X Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

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

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of 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 professional negligence, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving

Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

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 10 and 12, 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 provide a detailed estimate for the increase or decrease in cost due to the contemplated change. 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 Risk Manager, or designee.

24. Notice

All written notices required in this Contract shall be sent by email, hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be sent to:

Risk Manager
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
cityattorney@sunrisefl.gov

If sent to the Contractor, shall be sent to:

President / CEO
Angiology Corporation of America
6986 Clarksville Pike
Joelton, TN 37080
rhondazsmall@gmail.com

cc: Vice President of Marketing
Angiology Corporation of America
1720 Harrison Street
Penthouse #19B
Hollywood, FL 33020
Heather.gilbert@angioscreen.com

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 25, 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. Order of Precedence

In the event the terms of this Contract conflict with the Exhibit A or Exhibit B, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Exhibit A, and last, Exhibit B.

31. 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.

32. 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.

33. E-Verify – Employment Eligibility

33.1 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.

33.2 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.

33.3 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.

33.4 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.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contractor, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contractor.

35. 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.

36. 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.

37. 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 "C" 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.

38. Human Trafficking

Pursuant to Section 787.06(13), 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 Agreement and submitting the executed required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law. Contractor shall submit an executed copy of ***Exhibit "D" Affidavit of Compliance with Human Trafficking Laws*** to City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Risk 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: Bill Mason, CPCU, ARM-P

Title: Risk Manager

Date: _____

CONTRACTOR

Angiology Corporation of America

By:_____

Print Name: Rhonda Small

Title: President/CEO

Date:_____

EXHIBIT - A

Scope of Services

AngioScreen® testing points:

1. 10-minute test
2. Instant results
3. Noninvasive
4. Can be scheduled as part of health fair or as a standalone wellness initiative.
5. No pain, needles, or radiation.
6. No fasting necessary.
7. Everyone is encouraged to share their results with their own physician.

AngioScreen® includes the following studies:

1. Carotid Artery Ultrasound
2. Peak Systolic Velocity (speed of blood flow in carotid arteries)
3. Ankle Brachial Index (Peripheral Artery Disease test for blockages in legs)
4. Blood Pressure in both Arms
5. Body Mass Index (BMI)
6. Heart Rhythm & Pulse (EKG)
7. Abdominal Aortic Aneurysm Scan (AAA)

Participants will receive the following materials at completion of the AngioScreen®:

1. 8.5" x 11" glossy color photo personal report
3. 4-page educational piece detailing individual studies
4. Instant Results & Consultation
5. Two-pocket color AngioScreen® folder housing contents from screening

Other:

1. City will confirm who are regular full-time and part-time employees eligible for testing.
2. AngioScreen will extend the price of the testing to employee's legal dependents above the age 18. Such cost will be due at time of testing from dependent(s).
3. Retirees are not eligible for testing unless they are a confirmed dependent of a current regular full-time or part-time employee.
4. Angioscreen will bill the City direct for all regular full-time and part-time employees tested.
5. City will provide AngioScreen marketing materials to employees.
6. Regular full-time and part-time employees or their legal dependent(s) do not need to participate in the City's health insurance program in order to be eligible for testing.

7. City will coordinate facilities and registrations.
8. Testing is 100% voluntary by regular full-time and part-time employee, and their dependent(s)
9. City will not receive any testing results from AngioScreen.

Pricing guarantee per screening:

Year 1 Initial Contract term:	$ 85.00	USD
Year 2 Initial Contract term:	$ 95.00	USD
Year 3 Initial Contract term:	$105.00	USD

Pricing is available to Employees, and their Dependents. AngioScreen shall invoice the City for the full pricing of screening elected by part-time or full-time Employee. Legal dependents over the age of 18 are required to pay the full price at point of service. Pricing may not be combined with other offers or discounts.

EXHIBIT - A

AngioScreen®

BLOOD PRESSURE STANDARDS

	Systolic		Diastolic
Normal	less than 120	and	less than 80
Elevated	120-129	and	less than 80
Hypertension Stage One	130-139	or	80-89
Hypertension Stage Two	140 or higher	or	90 or higher
Hypertensive Crisis	higher than 180 and/or higher than 120		

PSV STANDARDS

PSV (cm/sec)	% Narrowing	
1 – 124	less than 50% blockage	Normal
125 or above	50% blockage or greater	Significant
0	100% Blockage	Severe

BMI STANDARDS

less than 18.5	underweight
18.5-24.9	ideal
25-29.9	overweight
30 or greater	obese

ABI STANDARDS

Normal	0.91 - 1.30
Mild blockage	0.71 - 0.90
Moderate	0.41 - 0.70
Severe	0.40 or below

HEART STANDARDS

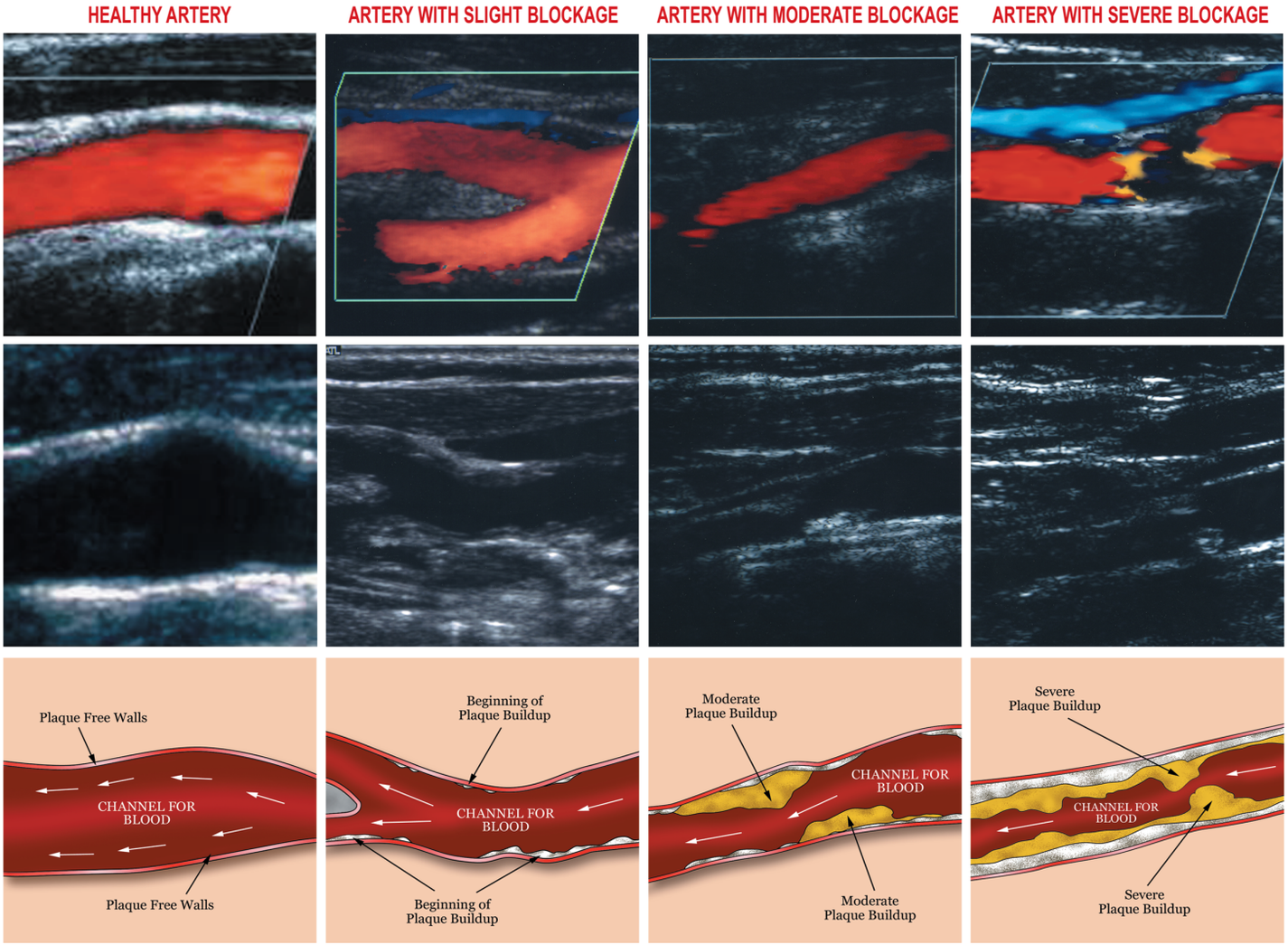
Pulse	Normal is between 60 and 100
Rhythm	Normal is Sinus

AORTA STANDARD *(Supplemental Test)*

Normal is 3.0 and less

Please carefully consider this information in consultation with your physician.

SAMPLE IMAGES



206.aca

Your Name
Date
Number
Date of Birth

AngioScreen®

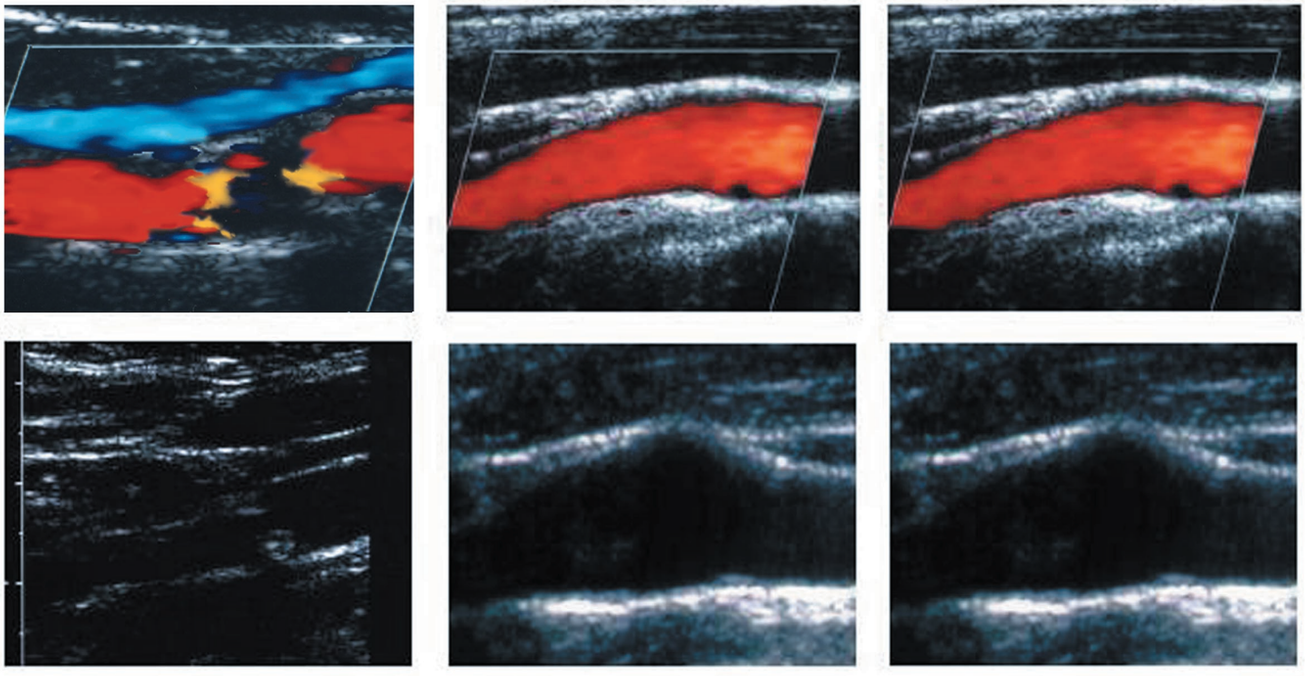
Angiology Corporation of America™

1-866-STAY-HEALTHY (1-866-782-9432)
Call to Make an Appointment
www.AngioScreen.com

Blood Pressure:	**140 / 70**	**(normal is less than 120/80)**
Pulse:	**72**	**(normal is between 60 and 100)**
Rhythm:	**Sinus**	**(normal is Sinus)**
BMI:	**21**	**(normal is between 18.5 and 24.9)**
ABI Left Leg:	**.52**	**(normal is between 0.91 and 1.30)**
ABI Right Leg:	**1.10**	**(normal is between 0.91 and 1.30)**
Aorta:	**4.10**	**(normal is 3.0 and less)**

** Any RED numbers represent abnormal values. Please see your personal physician. **

Your Left Carotid Artery	*Sample Healthy Artery*	*Your Right Carotid Artery*
PSV: 126	**(normal is between 1 and 124)**	**PSV: 120**



Please share this information with your personal physician.

The information in this brochure is intended for general guidance only and is not medical advice. The information is not intended as a recommendation for specific situations. As always, the participant should consult a qualified physician for specific advice.

EXHIBIT - A

Knowledge is power.

The mission is to provide employees with increased knowledge and awareness of their risk for heart disease and stroke through preventive vascular screening.

Prevention: The First Step to Better Health

As an employer, your people are the heart of your business. Promoting a healthy workforce is a worthy investment for many reasons - greater productivity, higher job satisfaction and employee retention, and lower absenteeism and health care costs just to name a few.

The AngioScreen® stroke and heart attack prevention program is an important workplace wellness initiative that communicates to employees and employers in a way never before accomplished - and leads to a healthier workforce. Your company can provide vascular health screenings ON-SITE at your place of business. Employees do not leave the premises to participate, and each screening is completed with image results in about 10 minutes, so it's quick and convenient.

Through partnership we can help you educate employees about their own health and empower them to take action and set goals for making improvements.

AngioScreen® has been a wonderful benefit and addition to our wellness initiatives. Preventative care is the key to keeping our staff healthy and reducing high cost claims. Offering AngioScreen® is assisting us in reaching this goal. We've received excellent feedback especially due to the convenience, the instant color results, and the professional, courteous and knowledgeable staff. Thank you!

For more information, please contact:

Heather Gilbert - (615) 400-1773 or
Heather.Gilbert@angioscreen.com

1.866-STAY-HEALTHY
(1.866.782.9432)
www.AngioScreen.com

AngioScreen®

YOUR PARTNER FOR PREVENTION AND WELLNESS

AngioScreen® is dedicated to making your corporate wellness initiative a complete success. Your employees can expect a quick, non-invasive, non-threatening, educational screening which detects vascular disease and personal risk factors for cardiovascular disease and stroke. AngioScreen® can identify those with elevated warning signs but not yet sick so they can seek medical advice, change their behaviors and reduce their risk. Allowing participants to view color images of their own arteries encourages employees to become proactive about their vascular health and motivates them to take the necessary steps to improve their physical well-being.

THE EMPLOYEE ANGIOSCREEN INCLUDES:

- Quick Carotid Ultrasound Screen (QCS)
- Peak Systolic Velocity (PSV)
- Ankle Brachial Index (ABI)
- Blood Pressure in both arms
- Body Mass Index (BMI)
- Heart Rhythm & Pulse (EKG)
- 8.5x11" Color Photo (Personal Report)
- Digital Format (PDF Document)
- Educational Literature
- **Non-Diagnostic** Consultation
- AngioScreen Materials Folder
- Abdominal Aortic Aneurysm Scan (AAA)
  **(may be optional additional test)*

The Problem:

Cardiovascular disease (CVD) is the most prevalent and costly chronic disease in America. Heart attacks and strokes kill nearly as many as all the other causes of death combined. Conventional biometric screenings require 8-12 hour fasts and blood draws, which alienate many people. Even for those that get the conventional screening, checks for cholesterol and blood pressure can still miss up to half of the potential victims of heart attack and stroke!

The Solution:

AngioScreen® is a 10 minute, on-site screening that requires no preparation or blood-work and costs little more than the conventional biometric screenings. It provides the best known tests for detecting vascular disease, the leading cause of heart attacks and strokes, and it instantly provides a highly engaging written and digital visual report! For the first time, participants can see what the lining of their arteries look like in an instant one page report. The testing is mobile, noninvasive, involves no radiation and no needles and is very cost effective.

PRICING: $85 PER EMPLOYEE*

Covered under HSA/FSA. Minimum of 50 to 100 participants over 2-day consecutive screening.
*See Contract for Year 2 and Year 3 pricing.

AngioScreen®

HEALTHTRUST
CONTRACT #49650

1.866-STAY-HEALTHY
(1.866.782.9432)
www.AngioScreen.com

LEADING EMPLOYERS TRUST ANGIOSCREEN

AngioScreen is an onsite workplace wellness initiative utilized to educate employees about their own health, empower them to take action and set goals for making improvements - and a healthier workforce.

Join the growing list of employers like yours whom have provided tens of thousands of vascular screenings and helped save lives!

OTR WHEEL ENGINEERING

"I am grateful for AngioScreen® being kept in front of us as employers. The scheduling, marketing of the program to my employees and process were seamless. The AngioScreen® team provided a high quality service to our valued employees. But far more importantly, while I had no symptoms of a heart problem, no chest pain, no shortness of breath, etc., reviewing my AngioScreen® results and discussing my family history of heart disease led to scheduling a cardiac calcium CT Scan which showed my calcium score to be extremely high, and led to a Stress Cardiac Echogram that revealed a 99% blockage of my left anterior descending coronary artery. AngioScreen® is such an important preventative health service which literally saved my life."

Mike Bowers, SHRM-CP, PHR - Human Resource Director

TOWN OF DAVIE, FLORIDA

"I would like to take this opportunity to thank you for bringing the AngioScreen® to our place of employment. This has been a wonderful benefit and addition to our wellness initiative. Preventative care is the key to keeping our staff healthy and reducing high cost claims. Offering the AngioScreen® is assisting us in reaching this goal. We received excellent feedback especially due to the convenience, the instant color results, and the professional, courteous and knowledgeable staff."

Grace Garagozzo - Benefits Manager

CUMBERLAND HEIGHTS

"I wanted to thank you and your team for making time to attend our annual employee health fair. Many employees truly benefited from the services that you offered. AngioScreen® is a great wellness prevention service, and it is appreciated that you reminded employees to pay close attention to their health and wellness."

Carrol Bagwell - Human Resources Director

ITW DYNATEC

"Our company sponsored AngioScreen®s for our employees, performed by AngioScreen® staff at our location. The day went smoothly, and the staff was excellent, completing tests and providing very useful feedback to employees regarding the results of their tests. The individual reports given to participants are a great tool for sharing with their personal physicians. It was a good experience, and we were happy with the process and staff. We recommend this service to other companies who want to provide an important health screening tool for their employees."

Denise Steiner - Human Resources Manager

For more information, please contact Heather Gilbert:
Heather.Gilbert@angioscreen.com / (615) 400-1773

AngioScreen®

HEALTHTRUST
CONTRACT #49650

1.866-STAY-HEALTHY
(1.866.782.9432)
www.AngioScreen.com

EXHIBIT - B

ANGIOSCREEN® CONFIRMATION FORM

COMPANY CONTACT INFORMATION – TO BE COMPLETED BY CLIENT

EMPLOYER: City of Sunrise

CONTACT: Bill Mason **PHONE: (954) 572-2496 and cell (954) 292-8300**

EMAIL: bmason@sunrisefl.gov **FAX: N/A**

EVENT ADDRESS: Citywide locations

CITY: Sunrise STATE: FL ZIP: 33351

ONSITE CONTACT AT SET-UP (NAME/PHONE): Joyce Lara, cell (954) 870-2823 and Nakisha Alexander, cell (954) 801-1313

SCREENING LOCATION/ROOM: TBD

SCREENING INFORMATION – COMPLETED BY ANGIOSCREEN

DATE: TBD

TIME: 7AM SET-UP, 8AM TO 5PM, LUNCH BREAK 12PM TO 1PM PRICE PER

SCREENING: $85 year 1, $95 year 2 and $105 year 3 of initial Contract.

NUMBER OF SCREENINGS: 50 minimum to 100 maximum (6 per hour) over 2-day consecutive screening.

EMPLOYEE'S VENDOR BILLING PORTION: $0
EMPLOYER'S VENDOR BILL PORTION: $85 year 1, $95 year 2 and $105 year 3 of initial Contract.

EMPLOYER PAYMENT METHOD: INVOICED POST SCREENING
***EMPLOYER RESPONSIBLE FOR BALANCE IF MINIMUM NOT MET**

SCHEDULING (CHOOSE ONE) – COMPLETED BY CLIENT

ANGIOSCREEN ONLINE SCHEDULER: SCHEDULING LINK AND QR CODE □ YES X NO

CLIENT WILL SCHEDULE: ANGIOSCREEN PROVIDED TEMPLATE X YES □ NO

LOAD IN & SET UP – COMPLETED BY CLIENT

WHERE SHOULD TEAM LOAD IN/OUT THE EQUIPMENT: TBD

WHERE SHOULD THE EMPLOYEES PARK: Facility parking lots

IS PARKING COMPLIMENTARY: X YES □ NO

ELEVATOR: X YES □ NO

STAIRS: X YES □ NO

WILL SCREENING ROOM BE USED FOR THE WAITING AREA WHERE PAPERWORK IS COMPLETED: X YES □ NO

WILL ACTUAL SCREEN TAKE PLACE IN THE SAME ROOM: X YES □ NO

WILL CONSULTATIONS BE OFFERED IN THE SAME ROOM? (PRIVATE AREA PREFERRED) X YES □ NO

REQUIRE A PRIVACY SCREEN: **X YES** **□ NO**

SET-UP REQUIREMENTS PROVIDED BY CLIENT – COMPLETED BY CLIENT

TABLES & CHAIRS AVAILABLE: **X YES** **□ NO**
(3 TABLES AND 10 CHAIRS)

ELECTRICAL OUTLETS: **X YES** **□ NO**

GUARANTED NUMBER OF PARTICIPANTS – COMPLETED BY CLIENT

A minimum of 25 – 50 maximum participants is required to schedule one screening team 1 full day.

GUARANTEE OF 25 to 50 PARTICIPANTS: **X YES**

_____

Signature of Client Representative

Thank you for the opportunity to bring prevention, wellness, and health education to your employees!

ANGIOSCREEN CONTACT INFORMATION

SCREENING TEAM: TBD

REPRESENTATIVE: Brooke Lofiego

PHONE NUMBER: 954-600-8866

EMAIL: brooke.lofiego@angioscreen.com

DATE: TBD

EXHIBIT - C

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 2026 Signed: _____

Entity: Angiology Corporation of America Name: Rhonda Small

Title: President / CEO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT - D

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 and is authorized to execute this Affidavit on behalf of the Entity.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

3. 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.

4. 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.

FURTHER AFFIANT SAYETH NAUGHT.

SIGNATURE:_____

PRINT NAME: Rhonda Small

TITLE: President / CEO

ENTITY: Angiology Corporation of America

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by _____ as _____ for _____.

Notary Seal:

_____
Notary Public Signature

_____
Name (Printed, Typed or Stamped)

Personally Known ___ OR Produced Identification ___

Type of identification produced:

Detail by Entity Name

Foreign Profit Corporation
ANGIOLOGY CORPORATION OF AMERICA

Filing Information

Document Number	F13000001184
FEI/EIN Number	20-0265416
Date Filed	03/18/2013
State	TN
Status	ACTIVE

Principal Address

6986 Clarksville Pike
Joelton, TN 37080

Changed: 02/10/2017

Mailing Address

6986 CLARKSVILLE PIKE
JOELTON, TN 37080

Registered Agent Name & Address

GILBERT, HEATHER
1720 HARRISON ST PENTHOUSE 19B
HOLLYWOOD, FL 33020

Officer/Director Detail

Name & Address

Title Secretary

CALLAHAN, ALFRED S, III
3428 Woodmont Blvd.
NASHVILLE, TN 37215

Title PCEO

SMALL, RHONDA
6986 Clarksville Pike
Joelton, TN 37080

Annual Reports

Report Year	Filed Date
2024	01/30/2024
2025	02/07/2025
2026	01/15/2026

Document Images

01/15/2026 -- ANNUAL REPORT	View image in PDF format
02/07/2025 -- ANNUAL REPORT	View image in PDF format
01/30/2024 -- ANNUAL REPORT	View image in PDF format
02/01/2023 -- ANNUAL REPORT	View image in PDF format
02/21/2022 -- ANNUAL REPORT	View image in PDF format
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01/20/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Agreement

Item Number: 4I

Meeting Date: 4/14/2026

City Reference Number (C#): C26094

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Life Extension Clinics, Inc."; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:

505.55.10.519.504987 – Medical Claims

Amount:

Per screening costs are determine by Contract. The City's allowance shall not exceed $900 per employee for all selected screenings collectively under the Wellness Screening Program.

Not to exceed FY2025/2026 budgeted funds.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26094
Attachment 1 - Life Extension Contract
Sunbiz

Background:
As part of the FY 2026 Budget, the City Commission approved funding in the Health Insurance Fund to enhance early detection of diseases and health risks for our employees through preventative wellness screenings. These wellness screenings will be offered on a one-time basis for regular full-time and part-time employees who opt into this voluntary benefit program. Over the last several months, employees from each of the Union Groups and at all levels of the organization met to brainstorm, research, and discuss the screening options available. These collaborative meetings have been instrumental in identifying and narrowing the various options available for this important employee wellness initiative. The collaboration meetings resulted in a consensus from the attendees that the City should provide an allowance for each employee to utilize towards the recommended screening option(s) of their choice. Based upon the group consensus, the City will offer four different screening options to include ultrasound, bloodwork, CT or MRI where employees have an allowance of up $900 to spend on screening(s). If an employee chooses a screening or multiple screenings and the cost exceeds the $900 allowance, any remaining cost may be payroll deducted from the employee's paycheck on a post-tax basis for up to 26 pay periods.

This Wellness Screening Program is expected to begin on June 1, 2026 and last for a period of 12 months. It is designed to encourage employee health and wellness through early detection of potential health issues. Preventive screenings have a proven record of identifying critical diseases at early stages to help save lives and enhance wellness. As such, there are four separate Agenda Items included on this City Commission Agenda for each of the four available screening options. This agenda item is for the contract for ultrasound and other wellness services.

Life Extension Clinics, Inc. offers a Life Scan, which is an onsite wellness screening consisting of non-invasive ultrasound/sonogram technology, bloodwork, stress tests, and physical assessments. Screenings evaluate cardiovascular health and internal organs, including liver, kidney, pancreas, gall bladder, spleen, thyroid, and reproductive organs, along with vital signs, blood pressure, BMI, heart rhythm, and lab results. Employees receive immediate consultation, educational materials, and personal health reports, helping identify potential health conditions early and encouraging appropriate follow-up and lifestyle improvements. Screenings may be offered during City health fairs or as standalone wellness initiatives for convenience. The screening results are strictly confidential and will not be shared with the City.

These services are considered medical services, and all testing results constitute protected health information, exempting the program from competitive procurement under Section 5-173(c)(6) of the City Code.

Staff recommends the City Commission approve the contract with Life Extension Clinics, Inc. and

authorize the Risk Manager to execute the related documents.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Bill Mason, Risk Manager Phone: (954) 572-2496

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

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STANDARD CONTRACT BETWEEN THE CITY OF SUNRISE, FLORIDA AND LIFE EXTENSION CLINICS, INC."; AUTHORIZING THE CITY'S RISK MANAGER TO EXECUTE DOCUMENTS TO EFFECTUATE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise seeks to provide onsite ultrasound/sonogram health screening services to its employees to promote wellness, preventative health care, and early detection of serious medical conditions; and

WHEREAS, Life Extension Clinics, Inc. (Life Scan) is one of the providers employees and dependents can choose from as part of the City's new Wellness Screening Program, promoting preventive care and early detection of serious conditions; and

WHEREAS, the City desires to contract with Life Scan to perform comprehensive onsite diagnostic health screenings for employees and eligible adult dependents, including ultrasound/sonogram scans, bloodwork, stress tests, and physical assessments.

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 "Standard Contract between the City of Sunrise, Florida and Life Extension Clinics, Inc." (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A.

Section 3. Contractual programs for medical services are exempt from competitive procurement pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida.

Section 4. The Risk Manager, or designee, is hereby authorized to execute the Contract and all related documents necessary to effectuate the services. The Risk Manager is further authorized to renew the Contract consistent with the terms of the approved Contract. The City Manager, or designee, is hereby authorized to extend the Contract consistent with the terms of the approved Contract. Any amendments to the

Contract not authorized herein require City Commission approval. The Risk Manager shall provide copies of any renewals or extensions to the City Clerk.

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

STANDARD CONTRACT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND LIFE EXTENSION CLINICS, INC.

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 LIFE EXTENSION CLINICS, INC., a Florida Profit Corporation, authorized to do business in the State of Florida", (hereinafter referred to as the "Contractor" and/or "Life Scan"), whose address is 1011 North MacDill Avenue, Tampa, FL 33607, and whose Federal Identification Number is 59-3530228, incorporates Exhibits "A" through "D" as if fully set forth herein.

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 onsite vascular health screenings as set forth in this Contract and in ***Exhibit - A Scope of Services - Life Scan Wellness Program Overview*** which is attached and made a part of this Contract. Optional tests available under Exhibit - A are not authorized under this Contract without a written amendment.

The City's representative during the performance of this Contract shall be Bill Mason, Risk Manager, telephone number (954) 572-2496, email bmason@sunrisefl.gov.

The Contractor's representative/liaison during the performance of this Contract shall be Jennifer Connelly, Chief Administrative Officer, phone (813) 415-1770, email jennifer.connelly@lifescanwellness.com.

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 rate listed in ***Exhibit - B Life Scan Wellness Centers Quote***. The Contractor shall submit invoices to:

City of Sunrise
Attn: Risk and Benefits Management Office
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing June 1, 2026. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, pricing per Section 4 Terms Relating to Price, conditions and specifications, by written notification to the Contractor by the City's Risk 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 and guaranteed for year one (1) of the initial Contract term of three (3) years. This section shall govern over terms and conditions item no. 3 relating price increases in Exhibit -B. No cost increases shall be accepted during year one (1) of this initial Contract term. Thereafter, year two (2) and year three (3) of the initial Contract term, including any renewal extensions shall be subject to the following:

X Costs shall be subject to a mutually agreed Annual adjustment based on the latest yearly percentage increase or decrease in the Consumers Price Index (CPI-U: Medical Care Services) as published by the Bureau of Labor Statistics, U.S. Department of Labor, or an amount not to exceed five percent (5%).

The yearly increase or decrease in the CPI-U: Medical Care Services 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 Medical Malpractice / Professional Liability. Contractor agrees to maintain Medical Malpractice / Professional Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate. This coverage may be provided by endorsement to a Commercial General Liability to satisfy this requirement.

7.3 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.

7.4 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
riskmanagement@sunrisefl.gov

7.5 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, or based on change in scope of services.

8. 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 acting in good faith does not appropriate sufficient funds in the budget approved by the City Commission 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.

9. 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 provided the defaulting party has been given a ten (10) day advance written notice and opportunity to cure the material default. 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 11. and the provisions of Section 11. shall govern.

10. Termination for Convenience

This Contract may be terminated by the City or Contractor without cause upon thirty (30) days' written notice to the other party in accordance with Section 23. Notice. 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.

11. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of 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 professional negligence, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by

Contractor or anyone for whose acts Contractor may be liable**.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 Risk Manager.

23. Notice

All written notices required in this Contract shall be sent by email, hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be sent to:

Risk Manager
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
cityattorney@sunrisefl.gov

If sent to the Contractor, shall be sent to:

Chief Todd LeDuc, CEO (retired)
LIFE EXTENSION CLINICS, INC.
1011 N. MacDill Avenue
Tampa, FL 33629
todd.leduc@lifescanwellness.com

cc: Jennifer Connelly, Chief Administrative Officer
LIFE EXTENSION CLINICS, INC.
1011 N. MacDill Avenue
Tampa, FL 33629

Jennifer.connelly@lifescanwellness.com

24. 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.

25. 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 25, 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).

26. 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.

27. 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.

28. 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.

29. Order of Precedence

In the event the terms of this Contract conflict with the Exhibit - A or Exhibit - B, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Exhibit - A, and last, Exhibit - B.

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. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contractor, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contractor.

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 - C 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(13), 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 Agreement and submitting the executed required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law. Contractor shall submit an executed copy of ***Exhibit - D Affidavit of Compliance with Human Trafficking Laws*** to City.

IN WITNESS WHEREOF, **the Risk 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: Bill Mason, CPCU, ARM-P

Title: Risk Manager

Date: _____

CONTRACTOR

LIFE EXTENSION CLINICS, INC.

By:_____

Print Name: Chief Todd LeDuc (retired)

Title: CEO

Date:_____

Scope of Services - Life Scan Wellness Program Overview

The term “employee” when used in this exhibit shall have the same meaning as regular full-time and regular part-time employees, including legal dependents eligible for testing under Life Scan age testing requirements.

Life Scan will provide employees with ultrasound/sonogram technology scanning which is a noninvasive, safe and painless method that uses sound waves to create real time images of the inside of the body without the use of x-rays. The ultrasound technician conducts a thorough screening of each employee’s internal organs including the heart for cardiovascular disease (excluding the brain) and provides the patient with paper copies of still images (sonograms) that can be passed on to the employee’s primary physician for further evaluation and/or diagnostic purposes. The ultrasound scanning includes bloodwork and stress test. The bloodwork is scheduled by the patient at a local laboratory or collection facility and the stress test is usually performed at the same location and time as the ultrasound. The screening results are typically presented in a report and include a consultation to review the results.

The ultrasound scanning and testing equipment is portable and will be made available at a City facility. The City shall make available a treadmill, or a facility with access to a treadmill for a period no less than 3 hours.

Blood draws must be done at least 5 days prior to your Life Scan ultrasound / physical appointment. Minimum 8 hours fasting required. Employee may drink water, no coffee/tea and may medications as normal.

The Ultrasound/physicals require appointment and last approximately 1.5 to 2 hours on average.

Employees will be required to make an appointment for the Life Scan test, and sign up for a blood draw appointment. Life Scan will provide employee with blood draw documentation to take to the collection facility. After registered for the blood draw appointment – employees will receive a link via email to go online and make an appointment for the ultrasound/physical.

Life Scan testing is comprised of comprehensive **Blood work** (liver, kidney function, red & white blood cell count, glucose (fasting and HbA1c), thyroid, lipid panel, PSA) **Ultrasounds** (carotid artery, echocardiogram, aorta**,** Liver, Pancreas, Gall Bladder, Kidneys, and Spleen**,** Ovaries/Uterus, Testicular/Prostate, Bladder, Thyroid) and **Physical** (vision, hearing, vital signs and review of labs). You will receive a copy of your blood labs and can request a copy of the ultrasound pictures. These results are NOT sent to AvMed or to the City.

Other terms and conditions:

1. City will confirm who are regular full-time and part-time employees eligible for testing.
2. City will work with LifeScan to coordinate facilities and registrations, and bloodwork testing at local facilities in the City, Lab Corp. collection facility, or on-site phlebotomist to be mutually agreed upon at no additional cost.
3. LifeScan with extend the cost of the testing to employee's legal dependents above the age 18. Such cost will be due at time of testing from dependent(s).
4. City will confirm who are eligible legal dependents based on covered dependents on City's health, dental or vision insurance.
5. LifeScan will bill the City direct for all scheduled appointments. Alternative (standby) employees or dependents shall be allowed to fill scheduled appointments missed by the original scheduled person.
6. City will market LifeScan testing to employees with assistance from LifeScan with marketing materials.
7. Retirees or seasonal employees are not eligible for testing unless they are a confirmed dependent of an employee, or further written authorization or amendment is granted by City.
8. Employees do not need to participate in the City's health program in order to be eligible for testing.
9. Testing is 100% voluntary employee.
10. City will not receive any testing results from Life Scan.
11. Optional tests available in Exhibit B are not authorized under this scope of services
12. Pricing is controlled by the Contract.

EXHIBIT - B

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Quote

Date Sent: 2025-12-03
Exp. Date: 2026-12-31

Prepared for
City of Sunrise - Entire City
Sunrise, FL
Member Exams: TBD
Bill Mason

NAME	PRICE	QTY	SUBTOTAL
Comprehensive Hands On Physical Includes Mandatory Administrative, EMR, and Data Fee with Behavioral Health Assessments	$540.00	1	$540.00
			$540.00

Total Per Person **$540.00**

This quotation is subject to the following terms and conditions:

1. While our pricing is listed on a per-patient basis for transparency, please note that departments will be billed **per day of service**. Each scheduled day includes **up to 9 patient slots**, and we staff and travel our clinical teams accordingly. This structure ensures operational efficiency and cost-effectiveness, especially when departments request extended service periods (e.g., 4 weeks or 20 days). If you do not meet the requirements to fill a day or week please discuss with scheduling
2. Minimum of 5 days or 45 appointments to come on site. Can combine multiple departments or use self pay spouses and retirees to get to this number.
3. Pricing subject to annual increase
4. Pricing is based on 9 patients per day, 45 per week. All scheduled appointments will be billed.

Additional Info:

Detailed scope of work can be found on page 2

Additional testing that can be added to the exam is listed on page 3 & 4

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Public Safety Physical Exam (NFPA 1582 Compliant)	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Behavioral Health Eval - Epworth Sleep, PCL-5, PHQ-9	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision Exam	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
Laboratory Tests:	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
Men: PSA (Prostate cancer marker) and Testosterone	Included
Women: CA-125	Included
Ultrasound Screenings (Early Detection of Heart Disease and Cancer):	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Men: Prostate and Testicular Ultrasounds	Included
Women: Ovaries and Uterus Ultrasounds	Included
Cardiopulmonary Testing & Fitness Eval (NFPA 1583 &IAFF WFI)	
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Included
EKG, 12 Lead	Included

EXHIBIT - B

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Public Safety Physical Exam (NFPA 1582 Compliant)

Spirometry, PFT with OSHA Respirator Medical Clearance	Included
Fitness tests for muscular strength & endurance	Included
VO2 Max Calc for Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included

OPTIONAL TESTS AVAILABLE	LINE ITEM COST
Advanced Cancer Markers includes: AFP, CEA, CA19-9, CA 15-3, Amylas/Lipase	$137.00
Chest X-Ray, 2 view with radiologist review	$108.00
Lumbar X-Ray, 2 view with radiologist review	$108.00
Hazmat Cholinesterase	$108.00
Hazmat Heavy Metals	$108.00
Hepatitis A Screening Test	$71.00
Hepatitis A Titer	$51.00
Hepatitis B Screening Test	$85.00
Hepatitis B Titer	$47.00
Hepatitis C Screening Test	$78.00
HIV Test, Gen 4	$43.00
PPD TB Skin Test	$43.00
QuantiFeron Gold TB Blood Test	$114.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	$43.00
Varicella Titer	$40.00
Nicotine	$83.00
Vitamin D	$27.00
Apolipoprotein B (inflammation test)	$27.00
C-reactiveProtein	$22.00
Homocysteine	$22.00
Lp(a) Cardiac Inflammation Test	$44.00
OSHA Respirator Mask Fit Testing (PortaCount)	$68.00

EXHIBIT - B

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

OPTIONAL TESTS AVAILABLE	LINE ITEM COST
Drug Screen, I CUP	$68.00
Drug Rescreen with confirmation	$78.00
Medical Review Officer (MRO) as indicated/secondary review	$156.00
Guardian Fitness, Nutrition, & Mental Health App Subscription - Per Member for the entire year, please ask for more info regarding the app and its benefits	$36.00
Phlebotomist (Blood Draw) Fee	$36.00
Labs Drawn without Appointment	$100.00
Form Fee - Add'l forms needing to be filled out by APRN (per form)	$50.00
Secure Wifi if not provided by department (per week)	$50.00

EXHIBIT - C

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 2026 Signed: _____

Entity: LIFE EXTENSION CLINICS, INC Name: Todd LeDuc

Title: CEO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT - D

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 and is authorized to execute this Affidavit on behalf of the Entity.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

3. 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.

4. 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.

FURTHER AFFIANT SAYETH NAUGHT.

SIGNATURE:_____

PRINT NAME: Todd LeDuc

TITLE: CEO

ENTITY: LIFE EXTENSION CLINICS, INC.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by _____ as _____ for _____.

Notary Seal:

_____
Notary Public Signature

_____
Name (Printed, Typed or Stamped)

Personally Known ___ OR Produced Identification ___

Type of identification produced:

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
LIFE EXTENSION CLINICS, INC.

Filing Information

Document Number	P98000075149
FEI/EIN Number	59-3530228
Date Filed	08/26/1998
State	FL
Status	ACTIVE

Principal Address

1011 NORTH MACDILL AVENUE
TAMPA, FL 33607

Changed: 02/19/2007

Mailing Address

1011 NORTH MACDILL AVENUE
TAMPA, FL 33607

Changed: 02/19/2007

Registered Agent Name & Address

TERRANA, MICHAEL J
1011 NORTH MACDILL AVENUE
TAMPA, FL 33607

Address Changed: 02/19/2007

Officer/Director Detail

Name & Address

Title PSD

JOHNSON, JEAN PATRICIA
1011 NORTH MACDILL AVENUE
TAMPA, FL 33607

Title VTD

TERRANA, MICHAEL J
1011 NORTH MACDILL AVENUE
TAMPA, FL 33607

Annual Reports

Report Year	Filed Date
2024	02/06/2024
2025	01/13/2025
2026	01/12/2026

Document Images

01/12/2026 -- ANNUAL REPORT	View image in PDF format
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02/06/2024 -- ANNUAL REPORT	View image in PDF format
01/16/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
01/10/2020 -- ANNUAL REPORT	View image in PDF format
02/21/2019 -- ANNUAL REPORT	View image in PDF format
03/19/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
01/14/2011 -- ANNUAL REPORT	View image in PDF format
02/21/2010 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- ANNUAL REPORT	View image in PDF format
02/15/2008 -- ANNUAL REPORT	View image in PDF format
02/19/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
01/29/2004 -- ANNUAL REPORT	View image in PDF format
04/16/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format
05/03/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format
08/26/1998 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Agreement

Item Number: 4J **Meeting Date:** 4/14/2026

City Reference Number (C#): C26093

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Life Imaging FLA, Inc."; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:

505.55.10.519.504987 – Medical Claims

Amount:

Per screening costs are determine by Contract. The City's allowance shall not exceed $900 per employee for all selected screenings collectively under the Wellness Screening Program.

Not to exceed FY2025/2026 budgeted funds.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26093
Attachment 1 - Life Imaging Contract
Sunbiz

Background:
As part of the FY 2026 Budget, the City Commission approved funding in the Health Insurance Fund to enhance early detection of diseases and health risks for our employees through preventative wellness screenings. These wellness screenings will be offered on a one-time basis for regular full-time and part-time employees who opt into this voluntary benefit program. Over the last several months, employees from each of the Union Groups and at all levels of the organization met to brainstorm, research, and discuss the screening options available. These collaborative meetings have been instrumental in identifying and narrowing the various options available for this important employee wellness initiative. The collaboration meetings resulted in a consensus from the attendees that the City should provide an allowance for each employee to utilize towards the recommended screening option(s) of their choice. Based upon the group consensus, the City will offer four different screening options to include ultrasound, bloodwork, CT or MRI where employees have an allowance of up $900 to spend on screening(s). If an employee chooses a screening or multiple screenings and the cost exceeds the $900 allowance, any remaining cost may be payroll deducted from the employee's paycheck on a post-tax basis for up to 26 pay periods.

This Wellness Screening Program is expected to begin on June 1, 2026 and last for a period of 12 months. It is designed to encourage employee health and wellness through early detection of potential health issues. Preventive screenings have a proven record of identifying critical diseases at early stages to help save lives and enhance wellness. As such, there are four separate Agenda Items included on this City Commission Agenda for each of the four available screening options. This agenda item is for the contract for Computerized Tomography services, also known as CT scan.

Life Imaging FLA, Inc.'s Computerized Tomography (“GE CT”) will provide off-site scans at two facilities (Deerfield Beach and Coral Gables) using non-invasive low-dose GE CT scanning technology. The full body GE CT scan includes the neck, chest, abdomen, pelvis, thyroid, reproductive organs, cancer screening, and heart scan with calcium scores, along with a full report from a board certified radiologist. The GE CT scan uses low dose radiation and is conducted in a quiet, open halo scanner, making for a non-claustrophobic experience. This scanner captures clear images, which the computer software can recreate into 3-D images for the full body that can be passed on to the employee’s primary physician for further evaluation and/or diagnostic purposes. The screening results are typically presented in a report and include a consultation to review the results if warranted. The screening results are strictly confidential and will not be shared with the City.

These services are considered medical services, and all testing results constitute protected health information, exempting the program from competitive procurement under Section 5-173(c)(6) of the City Code.

Staff recommends that the City Commission approve the contract with Life Imaging FLA, Inc. and authorize the Risk Manager to execute all related documents.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Bill Mason, Risk Manager Phone: (954) 572-2496

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

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STANDARD CONTRACT BETWEEN THE CITY OF SUNRISE, FLORIDA AND LIFE IMAGING FLA, INC."; AUTHORIZING THE CITY'S RISK MANAGER TO EXECUTE DOCUMENTS TO EFFECTUATE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise seeks to provide off-site computerized tomography diagnostic health screening services to its employees to promote wellness, preventative health care, and early detection of serious medical conditions; and

WHEREAS, Life Imaging FLA, Inc. (Life Imaging) is one of the providers employees and dependents can choose from as part of the City's new Wellness Screening Program, promoting preventive care and early detection of serious conditions; and

WHEREAS, the City desires to contract with Life Imaging to provide comprehensive off-site diagnostic health screenings for employees and eligible adult dependents, including comprehensive medical evaluation testing, instant results, educational materials, and personal reports.

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 "Standard Contract between the City of Sunrise, Florida and Life Imaging FLA, Inc." (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A.

Section 3. Contractual programs for medical services are exempt from competitive procurement pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida.

Section 4. The Risk Manager, or designee, is hereby authorized to execute the Contract and all related documents necessary to effectuate the services. The Risk Manager is further authorized to renew the Contract consistent with the terms of the approved Contract. The City Manager, or designee, is hereby authorized to extend the Contract consistent with the terms of the approved Contract. Any amendments to the

Contract not authorized herein require City Commission approval. The Risk Manager shall provide copies of any renewals or extensions to the City Clerk.

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

STANDARD CONTRACT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND LIFE IMAGING FLA, INC.

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 LIFE IMAGING FLA, INC., a Foreign Profit Corporation, authorized to do business in the State of Florida", (hereinafter referred to as the "Contractor" and/or "Life Imaging"), whose address is 1981 W. Hillsboro Blvd., Deerfield Beach, FL 33442, and whose Federal Identification Number is 84-2549253, incorporates Exhibits "A" through "C" as if fully set forth herein.

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 CT/x-ray technology scanning health screenings as set forth in this Contract and in ***Exhibit - A Scope of Services - Life Imaging Diagnostic Imaging / Comprehensive Medical Evaluation Overview*** ("Exhibit – A") which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Bill Mason, Risk Manager, telephone number (954) 572-2496, email bmason@sunrisefl.gov.

The Contractor's representative/liaison during the performance of this Contract shall be Christina Rosetti, Deerfield Office Manager, telephone number (954) 361-0460, email christina@lifeimagingfla.com.

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 rate listed in Exhibit - A. The Contractor shall submit invoices to:

City of Sunrise
Attn: Risk and Benefits Management Office
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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.

Invoices may be submitted weekly or monthly with full name of employee receiving services.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing June 1, 2026. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the City's Risk 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 and guaranteed for the initial Contract period of three (3) years. See Exhibit – A for initial Contract pricing. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

X Costs for any extension term shall be subject to a mutually agreed 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 Consumers Price Index (CPI-U: Medical Care Services) 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-U: Medical Care Services 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 Medical Malpractice / Professional Liability. Contractor agrees to maintain Medical Malpractice / Professional Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate. This coverage may be provided by

endorsement to a Commercial General Liability to satisfy this requirement.

7.3 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.

7.4 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
riskmanagement@sunrisefl.gov

7.5 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, or based on change in scope of services.

8. Performance and Payment Bond □ Applicable X Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

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 11 and the provisions of Section 11 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

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of 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 professional negligence, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by

Contractor or anyone for whose acts Contractor may be liable**.** The City of Sunrise

reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

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 10 and 12, 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 provide a detailed estimate for the increase or decrease in cost due to the contemplated change. 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 Risk Manager.

24. Notice

All written notices required in this Contract shall be sent by email, hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be sent to:

Bill Mason, Risk Manager
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
cityattorney@sunrisefl.gov

If sent to the Contractor, shall be sent to:

Tom Graham, President / CEO
LIFE IMAGING FLA, INC.
1981 W. Hillsboro Blvd.
Deerfield Beach, FL 33442
tom@lifeimagingfla.com

cc: Christina Rosetti, Deerfield Office Manager
LIFE IMAGING FLA, INC.
1981 W. Hillsboro Blvd.
Deerfield Beach, FL 33442
christina@lifeimagingfla.com

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 25, 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. Order of Precedence

In the event the terms of this Contract conflict with the Exhibit - A or Exhibit - B, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Exhibit - A, and last, Exhibit - B.

31. 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.

32. 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.

33. E-Verify – Employment Eligibility

33.1 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.

33.2 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.

33.3 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.

33.4 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.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contractor, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contractor.

35. 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.

36. 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.

37. 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 - B Affidavit of Compliance with Foreign Entity Laws***, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(13), 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 Agreement and submitting the executed required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law. Contractor shall submit an executed copy of ***Exhibit - C Affidavit of Compliance with Human Trafficking Laws*** to City.

IN WITNESS WHEREOF, the Risk 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: Bill Mason, CPCU, ARM-P

Title: Risk Manager

Date: _____

CONTRACTOR

LIFE IMAGING FLA, INC.

By:_____

Print Name: J. Thomas Graham

Title: President / CEO

Date:_____

Scope of Services - Life Imaging Diagnostic Imaging / Comprehensive Medical Evaluation Overview

The term “employee” shall mean regular full-time and regular part-time employees. The term “dependents” shall mean legal spouses, including adult dependents (over age 18).

Computerized Tomography (“GE CT”) scan / x-ray technology:

Low-dose CT scans of the chest, abdomen, and pelvis (Full body is thyroid to reproductive organ cancer screening and heart scan inclusive of calcium scores); full report from board certified radiologist. GE CT scan includes low dose radiation, which is done in a quiet, open halo GE CT scanner, making for a non-claustrophobic experience. A Full Body scan is completed in approximately 10 – 15 minutes. This scanner captures clear images, which the computer software can recreate into 3-D images for the Full Body thyroid to reproductive organs that can be passed on to the employee’s primary physician for further evaluation and/or diagnostic purposes. The screening results are typically presented in a report and include a consultation to review the results if warranted. The GE CT scan must be performed at the facility where the scanning equipment is located.

Employee and dependents may be required by Life Imaging to attending testing facility at the same time in order to receive discounted pricing for dependents.

Life Imaging sample reports are included below for Full Body scan thyroid to reproductive organs and optional heart scan. Life Imaging will, through its board-certified radiologist, provide written reports of scan results directly to employees. Such reports shall be provided no less than 72 hours from the completion of the test/scan. Additionally, calls will be made directly to a member in which there is detected a basis for immediate follow-up. Such calls will be made as soon as reasonably possible but in no event longer than 96 hours post-test/scan.

Cancer Screening:

What forms of cancer can Life Imaging detect? Cancer screening at Life Imaging with low-dose GE CT technology can detect many forms of cancers, including: lung cancer, breast cancer, thyroid cancer, kidney cancer, prostate cancer, duodenal cancer, colon cancer, liver cancer, leukemia, hairy cell leukemia, as well as cancers of the uterus, stomach, and other organs. Life Imaging specializes in detecting cancers of the abdomen, pelvis, and chest. A definitive diagnosis often requires a biopsy specimen.

What increases the risk of cancer? Cancer may develop because of genetics, your environment, or both. Adopting healthy habits helps reduce the risk of developing certain cancers. The most common cancer risk factors include: a personal or family history of cancer, tobacco use, unhealthy lifestyle habits, exposure to radiation, chemical exposure via food, air pollution, or toxic substances

What are the benefits of low-dose CT cancer screening? GE CT cancer screening at Life Imaging uses a much lower level of radiation and produces highly accurate results that

detect cancer in its very early stages. There's no need for invasive procedures, sedation, dyes, or downtime, and CT scanning is a painless, quick procedure.

What happens during cancer screening? You can remain in your clothes during the procedure and simply lie on a comfortable table that slowly glides into a CT scanning machine to create internal body images. It's important to remain still and sometimes hold your breath during CT cancer scanning, which usually lasts about 10 minutes.

What should I expect after my cancer screening? After cancer screening at Life Imaging, you can resume driving and other typical daily activities immediately. A radiologist interprets the results and lets you know if you're a candidate for further diagnostic testing or cancer treatment by an oncologist.

Lung Screening:

What is lung screening? Lung screening at Life Imaging uses cutting-edge, low-dose GE CT scanning technology to screen for lung cancer and other lung diseases that negatively affect health and well-being. Early disease detection offers the best chance of effective, long-lasting health outcomes for men and women — along with peace of mind through preventive care.

Which conditions can lung screening detect? Lung screening with low-dose GE CT scanning technology can detect the following lung conditions and more:

- Chronic obstructive pulmonary disease (COPD)
- Emphysema
- Pneumonia and other infections
- Inflammatory lung conditions
- Lung cancer
- Fluid
- Scarring
- Tumors
- Lung nodules
- Enlarged lymph glands in the chest
- Asbestosis
- Sarcoidosis
- Tuberculosis
- Pleurisy

Is lung screening right for me? Candidates for lung screening include those at risk of lung cancer or other lung-related disease. Examples of risk factors include smoking, breathing in toxic fumes, pollution, and a family or personal history of lung diseases. Symptoms of lung problems include coughing up blood or mucus, chronic coughing, shortness of breath, wheezing, and chest tightness or pain.

What are the benefits of low-dose GE CT lung screening? The benefits of choosing GE CT scanning to screen for lung diseases include:

- No needles, contrasts, or dyes
- Fast, comfortable experience
- Lower doses of radiation
- High accuracy rates
- No sedation
- FDA approval
- No pain, invasive procedures, or downtime
- Quick results

The experts at Life Imaging are highly skilled in GE CT imaging that screens for lung diseases and other conditions involving organs of the chest, abdomen, and pelvis.

What happens during lung screening? Before lung screening using low-dose GE CT scanning, you change into a hospital gown and lie down on a comfortable table. While you relax and stay still, the table glides into a CT scanning machine to create internal body images. You might need to hold your breath at certain times throughout screening, which often lasts about 15 minutes.

Afterward, your radiologist interprets the results and offers specialist referrals as needed if they detect signs of lung cancer or other chronic lung conditions.

Pelvis / Abdomen Screening:

What are the benefits of abdomen and pelvis screening?
The advantages of choosing Life Imaging for your abdomen and pelvis screening needs include:

- Early detection
- Peace of mind through preventive screening
- FDA-approval
- No pain, sedation, or downtime
- No contrasts or dyes
- Quick procedure and results
- High accuracy
- Lower doses of radiation
- Utmost safety

Abdomen and pelvis screenings can save lives by detecting cancer and other concerns before they become problematic and more difficult to treat.

Which conditions can abdominal and pelvis screening detect?
Low-dose GE CT scanning at Life Imaging can detect or rule out the following abdominal and pelvis conditions and more:

- Abdominal aortic aneurysms
- Enlarged organs and lymph nodes
- Vascular diseases

- Cysts
- Tumors
- Fatty liver
- Gallstones
- Calcified kidney
- Diverticulitis
- Gastritis
- Esophagus thickening
- Fibroid tumors
- Ovarian cysts
- Enlarged or calcified prostate glands
- Bladder wall thickening
- Inguinal, ventral, or hiatal hernias

These screening tests are often used in individuals with a family history of cancer and those exposed to work environments placing them in contact with cancer-causing or other hazardous materials.

What should I expect during abdominal and pelvis screening? During GE CT abdominal and pelvis screening at Life Imaging, the skilled specialists have you change into a hospital gown if necessary. They direct you to lie in a position on a scanning table while the table slowly moves into a CT scanning machine to create images of your internal body structures. You might be asked to hold your breath at certain times during the screening. Low-dose GE CT scans often last about 15 minutes, depending on the specific type of scan you need.

What happens after an abdomen and pelvis screening? After you complete an abdomen and pelvis screening, your Life Imaging specialist interprets the results. They provide referrals as needed to other specialists if they detect signs of abdominal cancer or other abdominal or pelvis abnormalities.

Heart Screening:

Which heart conditions does GE CT scanning detect? Life Imaging CT scanning technology can detect or rule out the following heart conditions and more:

- Heart disease
- Heart attack risk factors
- Coronary artery disease (CAD)
- Aortic aneurysms
- Calcified heart valves
- Fluid on the heart
- Congenital abnormalities of coronary arteries.
- Enlarged heart
- Heart tumors
- Heart inflammation
- Thickening of the heart membrane

- Calcified lymph nodes
- Atherosclerosis of aorta (descending/ascending)

What are the benefits of heart disease screening with a CT scan? Low-dose GE CT scanning technology is the most sensitive, effective tool for detecting and quantifying CAD. It's more effective for this type of diagnosis than ultrasound, nuclear stress testing, physical exams, blood tests, and electrocardiograms (EKGs). The advantages of using low-dose GE CT scanning to screen for heart disease include:

- FDA approved
- Highly accurate results
- No pain, invasive procedures, or downtime
- Fast results, within hours or days
- No needles, dyes, or contrasts
- Quick, comfortable experience
- Lower doses of radiation
- 98% accuracy in detecting CAD
- No sedation required
- Earliest possible detection of CAD and other heart issues

Who is a candidate for heart disease screening? Candidates for heart disease screening at Life Imaging are individuals with a personal or family history of heart problems and those with high blood pressure, high cholesterol, or high triglycerides. Other risk factors include lack of exercise, poor diet, stress, and being overweight or obese. Men aged 35-75 and women aged 40-75 are often candidates for heart screening.

What happens during heart disease screening? During low-dose GE CT scanning at Life Imaging, you simply change into a hospital gown and lie on a comfortable table. While you relax and hold still, the exam table slides into a CT imaging machine to create internal images of your heart and its surrounding structures. You might need to hold your breath at certain times during screening, which often lasts about 15 minutes. What can I expect after my heart scan? You can resume daily activities immediately after heart disease screening at Life Imaging.

Optional Brain Screening:

A non-contrast CT brain scan is designed to identify structural changes and abnormalities inside the brain, even when symptoms are mild or haven't appeared yet. Many people are surprised to learn how much this scan can uncover, including silent strokes, bleeding, tumors, and conditions that may mimic dementia. One example is hydrocephalus, a buildup of fluid in the brain that can cause memory problems, difficulty walking, and confusion, yet is often very treatable when detected early. A non-contrast CT brain scan is often recommended when someone is experiencing persistent headaches, changes in thinking or memory, unexplained balance issues, or neurological symptoms that need quick evaluation. It is also commonly used when

patients or their doctors want a fast, clear overview of brain structure without the use of contrast dye. Optional Brain Screening will be offered both as a standalone scan only or combined with Full Body scan at the same time for a further discounted rate.

Other terms and conditions:

1. Testing will be made available to regular full-time and regular part-time employees, which will be confirmed by City.
2. Life Imaging with extend a discounted cost of the testing to employee's dependents). Such cost will be due at time of testing (point of service) from dependent(s) and payable directly to the Life Imaging.
3. Life Imaging will bill the City direct for all employees tested.
4. City will market testing to employees with assistance from Life Imaging with marketing materials.
5. Retirees or seasonal employees are not eligible for testing unless they are a confirmed dependent of an employee, or further written authorization or amendment is granted by City.
6. Employees or dependents, do not need to participate in the City's health program in order to be eligible for testing.
7. Testing is 100% voluntary by employee and dependents.
8. City will not receive any testing results from Life Imaging.
9. Life Imaging will schedule members for services in such a manner as to allow for a wait time of no greater than 30 minutes; otherwise, the pricing will be discounted by ten percent (10%) unless waived by City.
10. Clock-in and clock-out times from employees shall be provided by Life Imaging upon request by City.
11. Life Imaging will provide dedicated phone numbers and email for employees to either register at their Deerfield Beach or Coral Gables facility.

Pricing:

Employee Full Body (thyroid to reproductive organs) Cancer Screening & Calcium Score of the Heart (no Brain Screening):	$ 900.00
Employee Full Body (thyroid to reproductive organs) Cancer Screening & Calcium Score of the Heart, including Optional Brain Screening:	$1,200.00
Legal spouse, including adult dependents (over age 18), Full Body (thyroid to reproductive organs) Cancer Screening & Calcium Score of the Heart:	$ 250.00
Legal spouse, including adult dependents (over age 18), Full Body (thyroid to reproductive organs) Cancer Screening & Calcium Score of the Heart, including Optional Brain Screening:	$ 550.00
Optional Brain Screening standalone only scan for Employee, legal spouse, including adult dependents (over age 18):	$ 499.00

Sample Full Body Scan Report:

lifeimaging
WE SCAN FOR LIFE

NAME	[redacted]	**EXAM DATE**	**: Jan 18 2024**
MRN	[redacted]	**DOB**	[redacted]
LOCATION	**: OUTPATIENT**	**PHYSICIAN**	[redacted]

CT: FULL BODY

CT CHEST WITHOUT CONTRAST:

TECHNIQUE: Thin section axial images were obtained through the chest using a GE Lightspeed scanner. No intravenous contrast was used.

FINDINGS:

Lung nodules: A pleural-based calcified nodule is identified in the right middle lobe measuring 4 mm (axial image 91).

A tiny subpleural nodule is identified in the left upper lobe measuring 2 mm (axial image 42).

A tiny subpleural nodule is identified in the right upper lobe measuring 2 mm (axial image 35).

A subpleural nodule is identified in the right lower lobe measuring 5 mm (axial image 62),

Two small nodules are identified in the left lower lobe in the posterior and lateral basal segment, measuring approximately 3 mm each. (axial image 111).

There is a suggestion of nodular shadow identified involving the junction of the left upper and lower lobes adjacent to the oblique fissure (coronal image 24). It measures 9 mm. This requires follow-up and further workup with a PET CT scan to exclude the possibility of any neoplastic etiology.

Consolidations: None.

Interstitial disease or emphysema: None.

Other parenchymal disease: A small air cyst is seen in the posterior basal segment of the right lower lobe (axial image 101).

Multifocal areas of pleural thickening are identified in both lungs, more marked in the right middle and posterior basal segment of the right lower lobe.

Few atelectatic bands are seen in both lower lobes with multiple fibro atelectatic changes identified involving the right middle lobe and lingular segment of the left upper lobe.

Trachea and central bronchi: None.

Pleural effusion or pneumothorax: None.

Lymph nodes: No lymphadenopathies seen.

Aortic aneurysm: None.

Calcific atherosclerosis: Atherosclerotic calcification of the aorta and coronary arteries is seen.

Cardiomegaly: None.

Valvular calcifications: None.

Life Imaging - Deerfield	**Life Imaging - Orlando**
954-834-6362(P)	407-887-9299(P)
954-281-4062(F)	
1981 W.Hillsboro Blvd.	930S Orange Avenue.
Deerfield Beach, FL 33442	Orlando, FL 32804

Electronically Signed by [redacted] **MD On : *Jan 20 2024 15:42:16*** Page 1

NAME	[redacted]	**EXAM DATE**	**: Jan 18 2024**
MRN	[redacted]	**DOB**	[redacted]
LOCATION	**: OUTPATIENT**	**PHYSICIAN**	[redacted]

CT: FULL BODY

Chest wall: None.

Esophagus: None.

Thyroid: No gross pathology seen, although the thyroid cannot be fully evaluated on CT.

Thoracic: Generalized reduced bone density is noted.

S-shaped scoliosis of the thoracolumbar spine is seen.

Degenerative changes are seen in the thoracic spine with marginal osteophytes at all levels.

Reduced disc space is seen at multilevel with endplate irregularity and sclerosis.

Multilevel compression deformities are seen involving the thoracic spine.

Sclerotic areas are identified involving the inferior aspect of the T8, and T7 and also involving the T5 vertebral body, if clinically required further workup with a bone scan is advised.

Bones: Unremarkable.

Other Findings: None.

CT ABDOMEN AND PELVIS WITHOUT CONTRAST

TECHNIQUE: Thin section axial images were obtained through the abdomen and pelvis using a GE Lightspeed scanner. No intravenous contrast was used.

FINDINGS:

Liver: Liver is enlarged in size measuring 19.5 cm in LS dimension. Right hepatic lobe hypodense 1 cm focal lesion is seen.

Spleen: Unremarkable.

Pancreas: Unremarkable.

Bile ducts: No calculi or duct dilatation.

Gallbladder: Unremarkable.

Adrenal Glands: Unremarkable.

Kidneys: The left kidney is not visualized, clinical correlation and further workup with ultrasound/renal scintigraphy are advised if clinically indicated.

A few non-obstructing calculi are seen in the right kidney, the largest at the upper pole measures 5 mm.

NAME	[redacted]	**EXAM DATE**	**: Jan 18 2024**
MRN	[redacted]	**DOB**	[redacted]
LOCATION	**: OUTPATIENT**	**PHYSICIAN**	[redacted]

CT: FULL BODY

A few simple cysts are seen in the right kidney showing exophytic extension, the largest one of them measures 16 x 14 mm and has an average attenuation value of approximately 10 HU.

Lymph nodes: No lymphadenopathies seen.

Calcific atherosclerosis: Atherosclerotic calcification of the aorta and abdominal arteries is seen.

Aortic aneurysm: Unremarkable.

Abdominal wall: None.

Bowel: Multiple colonic diverticulae are seen.

There is a suggestion of circumferential mural thickening identified involving the sigmoid colon with a maximum mural thickness measuring 7 mm (axial image 392). Subtle adjacent fat stranding is seen. overall findings require further evaluation with colonoscopy to exclude any inflammatory/neoplastic disease process.

Asymmetric mural thickening is also identified involving the ascending colon, this also requires further workup with colonoscopy.

Mesentery: Unremarkable.

Ascites: Unremarkable.

Pelvic mass or cyst: Unremarkable

Urinary Bladder: The urinary bladder is sub-optimally distended and therefore cannot be adequately commented on.

Prostate: Unremarkable.

Lumbar: Generalized reduced bone density is noted.

S-shaped scoliosis of the thoracolumbar spine is seen.

Degenerative changes are seen in lumbar spine with marginal osteophytes at all levels.

Reduced intervertebral disc space is seen at multiple levels.

Grade I anterolisthesis of L4-L5 and L5-S1 levels is seen with vacuum phenomena noted at L4 level.

Bones: Total hip replacement is identified on the left side. Streak artifacts from hip replacement are obscuring details of the pelvic viscera and adjacent structures of the left thigh.

Other Findings: A defect is seen in the anterior abdominal wall in the umbilical region measuring 16 mm in transverse dimension, showing herniation of fat through it. Findings are in favor of a small fat-containing umbilical hernia.

Life Imaging - Deerfield
954-834-6362(P)
954-281-4062(F)
1981 W.Hillsboro Blvd.
Deerfield Beach, FL 33442

Life Imaging - Orlando
407-887-9299(P)
930S Orange Avenue.
Orlando, FL 32804

Sample Heart Scan Report (optional test):

Patient ID	[redacted]	**Weight**	[redacted]
Name	[redacted]	**Height**	[redacted]
Exam Date	1/18/24	**Diabetes**	No
Birth Date	[redacted]	**Smoking**	No
Age	67	**Scored By**	lal
Sex	M	**Former smoker**	Yes

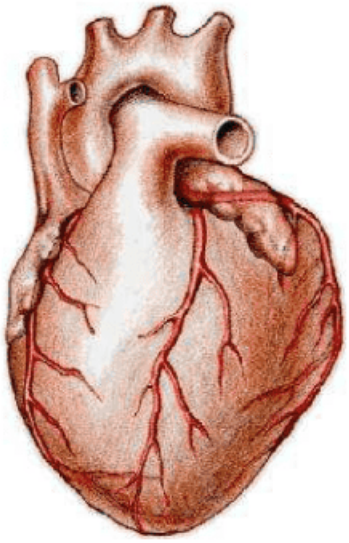
Cardiac History
High blood pressure and cholesterol

Family Cardiac History
Father

Study Notes
[redacted]

Important Information About Your Scan
The following information is based on an analysis of the coronary arteries only. Calcium deposits do not correspond directly to the percentage of narrowing of the arteries. They do correlate directly to the amount of coronary plaque, and to the risk of future coronary disease. These calcium deposits usually begin to form years before any symptoms develop. Early detection and modification of risk factors, such as smoking and cholesterol intake, can slow the progress of coronary artery disease.

A low score suggests a low likelihood of coronary artery disease, but does not exclude the possibility of significant coronary artery narrowing. The results should be discussed with your physician taking into account other risk factors such as age, gender, family history, diabetes, smoking or high cholesterol levels.



The Life Imaging FLA facility is intended as a coronary artery disease risk assessment testing facility only and is not considered a substitute for a careful examination by a physician. All recommendations from our center are suggestions based soely upon information supplied by conventional risk factor questionnaire and by the CT scan results. The patient's own physician is best able to make definitive therapeutic decisions based upon careful history, physical exam, this report and other testing, if necessary.

Life Imaging FLA

18 Jan 2024 21:32 [redacted] - 1 -

Should you ever experience chest pain, difficulty breathing, discomfort radiating into your neck or arm, or discomfort combined with lightheadedness, sweating, fainting or nausea, you should seek prompt medical attention.

Based upon your results:

Calcium Score

0 - 0: Your risk of heart attack is low.

1 - 10: You have less than 10 percent chance of having a heart disease, and your risk of heart attack is low.

11 - 100: You have mild heart disease and a moderate chance of heart attack. Your doctor may recomend other treatment in addition to lifestyle changes.

101 - 400: You have heart disease and plaque may be blocking an artery. Your chance of having a heart attack is moderate to high. Your health professional will want more tests and may start treatment.

401 - 5000: You have more than a 90 percent chance that plaque is blocking one of your arteries. Your chance of heart attack is high. Your health professional will want more tests and will start treatment.

Score Summary
Your total calcium score is 1,971.

Ranking Guide
Your score of 1,971 places you in the 90 percentile rank. That means 10 percent of the male at the ages from 66 to 70 will have a higher calcium score than you.

Category Table

Diagnosis	Extensive plaque burden
Clinical Interpretation	Likelihood of at least on "significant" coronary stenosis.

CORONARY	Volume130	AJ-130
Left Main Artery (LMA)	162	210
Left Anterior Descending (LAD)	340	454
Left Circumflex (LCX)	353	451
Right Coronary Artery (RCA)	618	772
Posterior Descending Artery (PDA)	64	84
A	0	0
B	0	0
C	0	0
Total	**1537**	**1971**

Highest Scored Images

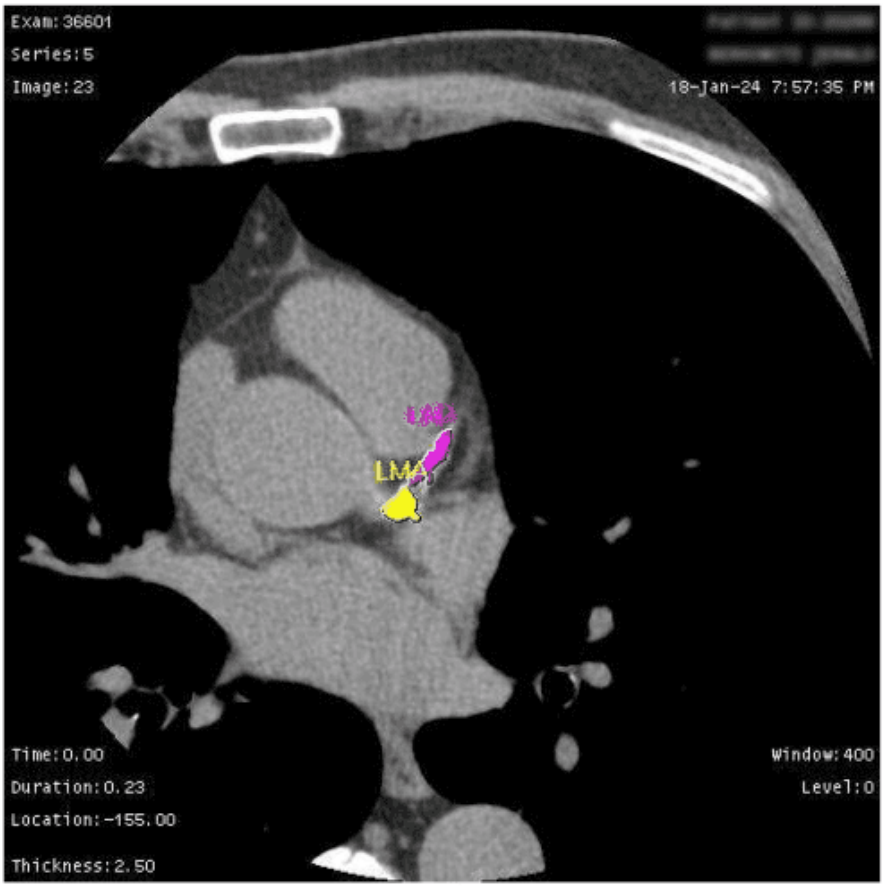


EXHIBIT - B

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 2026 Signed: _____

Entity: LIFE IMAGING FLA, INC Name: J. Thomas Graham

Title: President / CEO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT - C

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 and is authorized to execute this Affidavit on behalf of the Entity.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

3. 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.

4. 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.

FURTHER AFFIANT SAYETH NAUGHT.

SIGNATURE:_____

PRINT NAME: J. Thomas Graham

TITLE: President / CEO

ENTITY: LIFE IMAGING FLA, INC.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by _____ as _____ for _____.

Notary Seal:

_____
Notary Public Signature

_____
Name (Printed, Typed or Stamped)

Personally Known ___ OR Produced Identification ___

Type of identification produced:

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
LIFE IMAGING FLA, INC.

Filing Information

Document Number	F19000003990
FEI/EIN Number	84-2549253
Date Filed	07/31/2019
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/12/2022

Principal Address

1981 W Hillsboro Blvd
Deefield Beach, FL 33442

Changed: 04/17/2024

Mailing Address

1981 W Hillsboro Blvd
Deefield Beach, FL 33442

Changed: 04/17/2024

Registered Agent Name & Address

GRAHAM, JAMES T, CPST
1981 W Hillsboro Blvd
Deefield Beach, FL 33442

Name Changed: 10/18/2021

Address Changed: 04/17/2024

Officer/Director Detail

Name & Address

Title CPST

GRAHAM, J. THOMAS

1981 W Hillsboro Blvd
Deefield Beach, FL 33442

Annual Reports

Report Year	Filed Date
2024	04/17/2024
2025	02/18/2025
2026	02/05/2026

Document Images

02/05/2026 -- ANNUAL REPORT	View image in PDF format
02/18/2025 -- ANNUAL REPORT	View image in PDF format
04/17/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
10/12/2022 -- REINSTATEMENT	View image in PDF format
10/18/2021 -- REINSTATEMENT	View image in PDF format
07/15/2021 -- Reg. Agent Change	View image in PDF format
10/14/2020 -- REINSTATEMENT	View image in PDF format
07/31/2019 -- Foreign Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Agreement

Item Number: 4K **Meeting Date:** 4/14/2026

City Reference Number (C#): C26095

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract between the City of Sunrise, Florida and Prenuvo of Minnesota PC, Professional Corporation"; authorizing the City's Risk Manager to execute documents to effectuate services; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:

505.55.10.519.504987 - Medical Claims

Amount:

Per screening costs are determined by Contract. The City's allowance shall not exceed $900 per employee for all selected screenings collectively under the Wellness Screening Program.

Not to exceed FY2025/2026 budgeted funds.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26095
Attachment 1 - Prenuvo Contract
Sunbiz

Background:

As part of the FY 2026 Budget, the City Commission approved funding in the Health Insurance Fund to enhance early detection of diseases and health risks for our employees through preventative wellness screenings. These wellness screenings will be offered on a one-time basis for regular full-time and part-time employees who opt into this voluntary benefit program. Over the last several months, employees from each of the Union Groups and at all levels of the organization met to brainstorm, research, and discuss the screening options available. These collaborative meetings have been instrumental in identifying and narrowing the various options available for this important employee wellness initiative. The collaboration meetings resulted in a consensus from the attendees that the City should provide an allowance for each employee to utilize towards the recommended screening option(s) of their choice. Based upon the group consensus, the City will offer four different screening options to include ultrasound, bloodwork, CT or MRI where employees have an allowance of up $900 to spend on screening(s). If an employee chooses a screening or multiple screenings and the cost exceeds the $900 allowance, any remaining cost may be payroll deducted from the employee's paycheck on a post-tax basis for up to 26 pay periods.

This Wellness Screening Program is expected to begin on June 1, 2026 and last for a period of 12 months. It is designed to encourage employee health and wellness through early detection of potential health issues. Preventive screenings have a proven record of identifying critical diseases at early stages to help save lives and enhance wellness. As such, there are four separate Agenda Items included on this City Commission Agenda for each of the four available screening options. This agenda item is for the contract for MRI services.

Prenuvo of Minnesota PC, Professional Corporation offers non-invasive MRI diagnostic health screening services at its Boca Raton facility using advanced magnetic resonance imaging technology. Pricing for Prenuvo's MRI screenings varies by type of scan (i.e. whole body, head & torso, or torso only). The MRI captures detailed, three-dimensional images from head to ankle, evaluating major organs, brain, spine, vascular structures, thyroid, and other internal systems without radiation or intravenous contrast. Participants will receive a comprehensive radiology report, access to images upon request, and consultation with a licensed health practitioner to review results. The screening results are strictly confidential and will not be shared with the City.

These services are considered medical services, and all testing results constitute protected health information, exempting the program from competitive procurement under Section 5-173(c)(6) of the City Code.

Staff recommend that the City Commission approve the contract with Prenuvo of Minnesota PC, Professional Corporation and authorize the Risk Manager to execute all related documents.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Bill Mason, Risk Manager Phone: (954) 572-2496

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

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STANDARD CONTRACT BETWEEN THE CITY OF SUNRISE, FLORIDA AND PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION"; AUTHORIZING THE CITY'S RISK MANAGER TO EXECUTE DOCUMENTS TO EFFECTUATE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise seeks to provide off-site MRI diagnostic health screening services to its employees to promote wellness, preventative health care, and early detection of serious medical conditions; and

WHEREAS, Prenuvo of Minnesota PC, Professional Corporation (Prenuvo) is one of the providers employees and dependents can choose from as part of the City's new Wellness Screening Program, promoting preventive care and early detection of serious medical conditions.

WHEREAS, the City desires to contract with Prenuvo to perform comprehensive off-site MRI diagnostic health screenings for employees and eligible adult dependents, including comprehensive medical evaluation testing, instant results, educational materials, and personal reports.

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 "Standard Contract between the City of Sunrise, Florida and Prenuvo of Minnesota PC, Professional Corporation" (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A.

Section 3. Contractual programs for medical services are exempt from competitive procurement pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida.

Section 4. The Risk Manager, or designee, is hereby authorized to execute the Contract and all related documents necessary to effectuate the services. The Risk Manager is further authorized to renew the Contract consistent with the terms of the approved Contract. Any amendments to the Contract not authorized herein require City

Commission approval. The Risk Manager shall provide copies of any renewals to the City Clerk.

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

STANDARD CONTRACT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND
PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION

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 "City") and PRENUVO OF MINNESOTA, PROFESSIONAL CORPORATION authorized to do business in the State of Florida", (hereinafter referred to as the "Contractor" and/or "Prenuvo"), whose address is 2727 El Camino Real, Redwood City, CA 94061, and whose Federal Identification Number is 93-3799135, incorporates Exhibits "A" through "C" as if fully set forth herein. The term "party" shall have the same meaning as "Prenuvo" or "City" when used throughout this Contract.

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 MRI technology health screenings as set forth in this Contract and in ***Exhibit - A "Scope of Services – PRENUVO MRI Program* Overview"** ("Exhibit – A") which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Bill Mason, Risk Manager, telephone number (954) 572-2496, email bmason@sunrisefl.gov.

The Contractor's representative/liaison during the performance of this Contract shall be Brett Thorburn, Enterprise Leader, telephone number (469) 609-1478, email brett.thorburn@prenuvo.com.

2. Payments

The Contractor will bill the City monthly at the pricing listed in Exhibit - A. The Contractor shall submit invoices to:

City of Sunrise
Attn: Risk and Benefits Management Office
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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 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.

Invoices may be submitted weekly or monthly.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing June 1, 2026. In addition, contingent upon Budget approval, the parties may renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications.

4. Terms Relating To Price

The cost of all services shall remain firm and guaranteed for the initial Contract period of three (3) years. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject negotiation by the Parties.

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 subject to the following conditions:

(a) Notice. The City shall provide Contractor with at least fifteen (15) business days' prior written notice before conducting any audit or inspection, which notice shall identify the records to be reviewed and the purpose of the audit.

(b) Scope. The City's audit rights shall be limited to records that directly relate to Contractor's performance and charges under this Contract.

(c) Frequency. The City shall not conduct more than one (1) audit per twelve (12) month period, unless an audit reveals a material discrepancy.

(d) Confidentiality. The City shall treat all Contractor records, pricing information, and business data reviewed during any audit as confidential and shall not disclose such information to third parties except as required by law. To the extent disclosure is required under applicable public records laws, the City shall provide Contractor with reasonable advance notice and an opportunity to seek a protective order or other appropriate remedy.

(e) Conduct. All audits shall be conducted in a manner that does not unreasonably

interfere with Contractor's business operations.

(f) Representation. Contractor shall have the right to have a representative present during any audit or inspection.

(g) Audit Findings. The City shall provide Contractor with a copy of any audit findings and a reasonable opportunity to respond before the City takes any action based on such findings.

6. Intentionally Removed.

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 Medical Malpractice / Professional Liability. Contractor agrees to maintain Medical Malpractice / Professional Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate. This coverage may be provided by endorsement to a Commercial General Liability to satisfy this requirement.

7.3 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.

7.4 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
riskmanagement@sunrisefl.gov

7.5 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, or based on change in scope of services; provided that if City revises any insurance requirement herein, Contractor shall have the right to terminate the contract without penalty if it determines the revised insurance requirements are commercially unreasonable.

8. Performance and Payment Bond □ Applicable X Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

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 fifteen (15) 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.

11. Termination for Convenience

This Contract may be terminated by either party without cause upon thirty (30) days'

written notice to the other party . 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. Intentionally removed

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees or staff 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 10 and 12, 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

"Subcontractor" means any business entity to which Contractor delegates or subcontracts the performance of any portion of the MRI services required under this Contract. For the avoidance of doubt, Subcontractor does not include individuals engaged by Contractor as employees or independent contractors to perform services on Contractor's behalf.

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 knowingly 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, S ubcontractor, 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 provide a detailed estimate for the increase or decrease in cost due to the contemplated change. 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 Risk Manager.

24. Notice

All written notices required in this Contract shall be sent by email, hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be sent to:

Bill Mason, Risk Manager
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351

cityattorney@sunrisefl.gov

If sent to the Contractor, shall be sent to:

Prenuvo, Inc.
% Prenuvo Radiology, P.A.
Attn: General Counsel
2727 El Camino Real
Redwood City, CA 94601
Email: legal@prenuvo.com

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 25, 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. Order of Precedence

In the event the terms of this Contract conflict with the Exhibit - A, the conflict shall be resolved by giving the documents the following order of priority: the Contract, then Exhibit - A.

31. 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.

32. 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.

33. E-Verify – Employment Eligibility

33.1 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.

33.2 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.

33.3 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 or terminate the contract with the City.

33.4 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.

34. 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 Contractor, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contractor.

35. 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.

36. 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.

37. 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 as defined in Fla. Stat. §286.101(1)(b) ; (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 - B Affidavit of Compliance with Foreign Entity Laws***, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(13), 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 Agreement and submitting the executed required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law. Contractor shall submit an executed copy of ***Exhibit - C Affidavit of Compliance with Human Trafficking Laws*** to City.

39. Confidentiality

39.1 The parties acknowledge that certain records may be subject to disclosure under Chapter 119, Florida Statutes. To the extent permitted by law, City agrees to treat Contractor's Confidential Information as exempt from public disclosure and to notify Contractor prior to any disclosure so that Contractor may seek protective relief.

39.2. "Confidential Information" means any non-public information disclosed by one party to the other in written, oral, or any other format whatsoever including, not limited to, know how, scientific, technical and engineering information, reports exchanged between the parties, marketing and other business plans, information relating to a party's products, sales, financial and corporate affairs, suppliers, customers, employees, or investors, and other comparable information. Information will not be "Confidential Information" if the receiving Party can show by competent evidence that such information (a) becomes generally available to the public other than as a result of disclosure by the receiving party or other party having an obligation to maintain such information confidential; (b) was available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party; (c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party provided that such source was not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation; or (d) is independently developed by the receiving party without any use of or benefit from the Confidential Information. "Confidential Information" shall not include Protected Health Information. Confidential information shall also include information that is: a) disclosed between parties after the Effective Date of the Agreement that constitutes a trade secret under Florida Statutes, Section §812.081, and b) identified as "Confidential Trade Secret Information" in writing prior to or at the time of disclosure.

39.3. A party receiving Confidential Information of the other party will (a) maintain in confidence such Confidential Information to the same extent such party maintains the confidentiality of its own Confidential Information of a similar nature, but in no case less than a reasonable degree of care considering the sensitivity of the Confidential Information, (b) not disclose such Confidential Information to any third party without prior written consent of the disclosing party, (except to its agents, employees, consultants, or collaborators who require such Confidential Information for the purpose of performing the obligations or exercising the rights of a party hereunder and who are bound to it by obligations of confidentiality and non-use no less stringent than the obligations between Prenuvo and City and (c) not use such Confidential Information for any purpose except those permitted by this Contract.

39.4. Notwithstanding the above, the receiving party may disclose certain Confidential Information of the disclosing party, without violating the obligations of this Contract, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that, (a) the receiving party takes all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that any Confidential Information being disclosed not be further disclosed to non-parties or the public unless required by **Florida Public Records Law (Chapter 119,**

Florida Statutes), and (b) unless prohibited by law or by the applicable governmental body requesting such information, the receiving party provides the disclosing party with reasonable prior written notice of such disclosure so that the disclosing party may either i) waive compliance with the confidentiality provisions of this Contract or ii) seek a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Receiving party shall use reasonable efforts to assist disclosing party in obtaining such protective order.

39.5 Survival. The obligations of confidentiality under this Section 39 shall survive expiration or termination of this Contract for a period of three (3) years; provided, however, that obligations with respect to trade secrets shall continue for so long as such information constitutes a trade secret under applicable law.

39.6 Return of Confidential Information. Upon expiration or termination of this Contract, or upon the disclosing party's written request, the receiving party shall promptly return or destroy all Confidential Information of the disclosing party, except to the extent the receiving party is required to retain copies under applicable law or regulation, in which case such retained information shall remain subject to the confidentiality obligations of this Section 39.

39.7 Injunctive Relief. Each party acknowledges that any breach of this Section 39 may cause irreparable harm to the disclosing party for which monetary damages would be an inadequate remedy. Accordingly, the disclosing party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available at law or in equity.

40. Disclaimers

EXCEPT AS OTHERWISE PROVIDED HEREIN, PRENUVO DISCLAIMS ANY AND ALL REPRESENTATIONS AND EXPRESS AND IMPLIED WARRANTIES IN RELATION TO SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

41. Limitation of Liability

UNLESS OTHERWISE STATED IN THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER ARISING OUT OF ANY PERFORMANCE OF THIS CONTRACT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS CONTRACT REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED ON THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF EACH PARTY WITH RESPECT TO THIS CONTRACT OR IN CONNECTION WITH THE

PERFORMANCE, DELIVERY OR PROVISION OF ANY SERVICE PROVIDED UNDER THIS CONTRACT SHALL BE LIMITED TO THE FEES PREVIOUSLY PAID OR PAYABLE BY CLIENT IN THE PREVIOUS TWELVE (12) MONTHS HEREUNDER, ; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY.

42. Publicity

Except as expressly provided herein, neither party shall, without the prior written consent of the other Party in each instance, use in any manner whatsoever, including, but not limited to, in any advertisement or other public statement, the name, trademarks, copyrights, logos, symbols, or other images of the other party ("Marks") or of any party affiliated with the other party. Notwithstanding the foregoing, Prenuvo may accurately disclose to its investors and potential investors the business activities related to this Contract and City's role therein and may include City's Marks on Prenuvo's website or other client lists prepared by Prenuvo from time to time with its marketing efforts.

43 Protected Health Information Disclosure Confirmation

The Parties acknowledge the importance of maintaining the confidentiality and privacy of Protected Health Information, as such term is defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, and other personally identifiable information of Patients (together "Personal Health Information"). In that respect, the Parties agree:

a. to treat, at all times, Personal Health Information as strictly confidential; and
b. to protect and preserve the confidentiality of Personal Health Information in accordance with any applicable law, including but not limited to all applicable federal and state laws and regulations, which govern the collection, use, disclosure and protection of Personal Health Information, as may be in force from time to time.
c. Prenuvo will not disclose Protected Health Information to City.

IN WITNESS WHEREOF, the Risk 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.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]

CITY OF SUNRISE

By:_____

Print: Bill Mason, CPCU, ARM-P

Title: Risk Manager

Date: _____

CONTRACTOR

PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION

By:_____

Print Name: Aaron Sullivan

Title: Director of Enterprise Partnerships, Employer Partnerships

Date:_____

Scope of Services - PRENUVO MRI Program Overview

The term "Employee" when used in this exhibit shall have the same meaning as regular full-time and regular part-time employee. The term "Dependent" when used shall mean legal spouses or dependents age 18 and older.

MRI Technology

Prenuvo scans shall include a Prenuvo MRI health screening, a detailed report, copies of radiology images as requested by the individual; access to a consultation with a health practitioner to go over the results of the scan and access to related and educational health information via the Prenuvo mobile app or web platform.

A Prenuvo standard whole body MRI shall provide a radiation-free, non-invasive, scan that consists of a strong magnetic field and radio waves to create detailed, three-dimensional images of organs, soft tissues, bones, and blood vessels inside the body. This scan takes approximately 60 minutes and captures over 200 Million data points from head-to-ankle, including major organs, brain, and spine that can be passed on to the employee's primary physician for further evaluation and/or diagnostic purposes. The screening results are typically presented in a report and include a consultation to review the results.

Employees and Dependent Prenuvo MRI scans must be completed at the Boca Raton facility where the scanning equipment is located.

Other terms and conditions:

1. Prenuvo scans will be made available to Employees, including their Dependents.
2. City will provide Prenuvo an eligible file or email confirming employee status and confirm level of testing requested by employee.
3. City will be responsible for paying the pricing cost for employee testing only based on the level of test selected. Employees will be given a stipend amount towards the testing. The difference between the stipend and test pricing may be deducted from the employee's paycheck on a post-tax basis over a twenty-six (26) pay periods at sole discretion of City.
4. Prenuvo shall not bill any insurance company or seek authorization from any medical insurance provider for services performed under this Contract.
5. City will not include retirees or seasonal employees in the eligibility file or email confirming status (per 2. above) as they are not eligible for testing unless they are a confirmed dependent of an employee, or further written authorization or amendment is granted by City.
6. Employees or Dependents do not need to participate in the City's health program to be eligible for testing.
7. City will not receive any scan results from Prenuvo.
8. City is unable to guarantee or mandate participation of Employees or Dependents as the program is 100% voluntary.
9. Prenuvo shall be responsible for obtaining from the individual receiving services the requisite informed consent sufficient for Prenuvo's provision of the services.

10. A radiology report shall be generated containing data and results from the performed Services (the "report") and shall be made available to each individual tested and their designated medical provider, where applicable. Prenuvo shall retain medical records associated with the services, including archiving a copy of each report, in compliance with applicable law.
11. City agrees to act as a reference for Prenuvo provided there is a positive experience with scope of services rendered.
12. Parties will in good faith work together on marketing which may include:
    a. multiple employee communications regarding the Prenuvo benefit per year;
    b. inclusion of Prenuvo in City's open enrollment and onboarding benefits materials;
    c. inclusion of Prenuvo in applicable wellness communications and events;
    d. a free lunch and learns;
    e. inclusion of Prenuvo in communications regarding, cancer, obesity, and other initiatives City provides to employees. Will offer Prenuvo clinician presentation to leadership (free)
13. Prenuvo will schedule appointments Monday through Saturday, 6:45am – 7:15pm
14. Employees and Dependents must follow all procedures and protocols prior to the scan including, as applicable, fasting 4 hours in advance prior to testing; Employee and dependents need to complete intake form online and create login credentials on Prenuvo portal.
15. One point of contact for scheduling will be provided by Prenuvo.
16. Exclusively affiliated radiologists reads MRI scan within 5-7 days.
17. E-copy of report is sent to employee on portal.
18. Hard copy of report is sent to Employee's or Dependent's personal doctor upon patient's request (free).
19. Employee and Dependents may schedule 30 minute call with health practitioner to review report, at no additional cost.
20. Consultation with health practitioner may be by phone.

Pricing:

Whole Body Scan:	$1,699.00	USD
Head & Torso Scan only:	$1,299.00	USD
Torso Scan only:	$799.00	USD

Pricing is available to Employees, and their Dependents. Prenuvo shall invoice the City for the full pricing of scan elected by Employee. Dependents are required to pay the full price at point of booking a scan. Pricing may not be combined with other offers or discounts.

EXHIBIT - B

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 2026 Signed: _____

Entity: PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION Name: Aaron Sullivan

Title: Director of Enterprise Partnerships, Employer PartnershipsSTATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Seal:

_____
Notary Public Signature

_____
Name (Printed, Typed or Stamped)

Personally Known ___ OR Produced Identification ___

Type of identification produced: _____

EXHIBIT - C

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 and is authorized to execute this Affidavit on behalf of the Entity.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

3. 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.

4. 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.

FURTHER AFFIANT SAYETH NAUGHT.

SIGNATURE:_____

PRINT NAME: Aaron Sullivan

TITLE: Director of Enterprise Partnerships, Employer Partnerships

ENTITY: PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Seal:

_____
Notary Public Signature

_____
Name (Printed, Typed or Stamped)

Personally Known ___ OR Produced Identification ___

Type of identification produced: _____

Detail by Entity Name

Foreign Profit Corporation
PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION

Filing Information

Document Number	F26000001476
FEI/EIN Number	93-3799135
Date Filed	03/10/2026
State	MN
Status	ACTIVE

Principal Address

2727 EL CAMINO REAL
REDWOOD CITY, CA 94061

Mailing Address

2727 EL CAMINO REAL
REDWOOD CITY, CA 94061

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title PD

HAQ, SABA
2727 EL CAMINO REAL
REDWOOD CITY, CA 94061

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4L **Meeting Date:** 4/14/2026

City Reference Number (C#): C26070

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-02-11-MM between the City of Sunrise and Harrell's, LLC" under the terms of the City of Rochester Hills, Michigan, Contract No. Rh-23-037 for the purchase of Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, related items and services; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
Various Departmental Accounts

Amount:
$70,000.00 - Estimated Annual Expenditures

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

ATTACHMENTS:

ATY Resolution - C26070
Exhibit A - Cooperative Agreement
Sunbiz - Harrell's, LLC

Background:
The Leisure Services and Utilities Departments are responsible for maintaining the parks and grounds landscaping in areas owned by the City. This includes controlling invasive vegetation, plants malnutrition, maintaining trees/foliage health, managing pest control among other tasks. They require the use of a variety of products while maintaining a balance to protect and preserve the eco-system.

Herbicides applied in the City of Sunrise are approved and regulated by the Environmental Protection Agency (EPA) under the Federal Insecticide, Rodenticide, and Fungicide Act. The Florida Pesticide Law regulates the distribution, sale, and use of pesticides in Florida and protects people and Florida's unique eco-system and environment from any potential adverse effects of pesticides.

After competitive procurement, OMNIA Partners, Public Sector, under the City of Rochester Hills, MI, lead agency, awarded Contract No. RH-23-037, to Harrell's, LLC for the purchase of Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, Related Items and Services.

Harrell's, LLC provides a comprehensive array of product offerings including granular, soluble, and controlled-release fertilizers as well as plant protectants including, but not limited to fungicides, herbicides, pesticides, insecticides, grass seeds. Harrell's also promotes an integrated plant-health approach designed to protect people and the environment from the adverse effects of pesticides. In addition, they provide technical services, customer support, free delivery, and competitive pricing compared to other governmental contracts and/or retail suppliers.

The City has previously utilized Harrell's through other methods of procurement, and has been satisfied with the quality and variety of its products, the availability of inventory, and prompt delivery. This Agreement will allow Staff to have access to a wider variety of products such as grounds keeping materials, pesticides, fungicides, grass seed and other related items. Harrell's has large in-stock options available allowing for faster delivery, as they have a South Florida location. Based upon price comparisons, prices are deemed fair and reasonable.

Staff requests that the City Commission approves "Cooperative Agreement No. 26-02-11-MM between the City of Sunrise and Harrell's, LLC" for the purchase of Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, Related Items and Services utilizing OMNIA Partners, Public Sector, Contract No. RH-23-037.

Because this purchase will be made using an existing governmental contract, Staff asks that the City's formal bidding procedures are waived pursuant to Section 5-173(c)(4) of the Code of the

City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: 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, APPROVING "COOPERATIVE AGREEMENT NO. 26-02-11-MM BETWEEN THE CITY OF SUNRISE AND HARRELL'S, LLC" UNDER THE TERMS OF THE CITY OF ROCHESTER HILLS, MICHIGAN, CONTRACT NO. RH-23-037 FOR THE PURCHASE OF GROUNDSKEEPING MATERIALS – FERTILIZER, PESTICIDE, HERBICIDE, GRASS SEED, RELATED ITEMS AND SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, the City of Rochester Hills, Michigan in partnership with OMNIA Partners, awarded Contract No. RH-23-037 for Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, Related Items and Services (Rochester Hills Contract) to Harrell's LLC, effective December 1, 2023; and

WHEREAS, the City of Sunrise wishes to purchase groundskeeping materials, fertilizer, pesticide, herbicide, and other related items on as-needed basis under the terms of the Rochester Hills Contract.

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

Section 1. "Cooperative Agreement No. 26-02-11-MM between the City of Sunrise and Harrell's LLC" (Agreement), under the terms of the City of Rochester Hills, Michigan, Contract No. RH-23-037, 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 2. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Section 3. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead 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

COOPERATIVE AGREEMENT NO. 26-02-11-MM
BETWEEN THE CITY OF SUNRISE
AND HARRELL'S LLC

This Cooperative Agreement No.26-02-11-MM (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Harrell's LLC, a Florida corporation (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the City of Rochester Hills, MI, as the Principal Procurement Agency and in partnership with OMNIA Partners, Public Sector (Awarding Entity) awarded Contractor, Contract No. RH-23-037 for Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, Related Items and Services (Contract) dated December 1, 2023. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through November 30, 2026 and option to renew through November 30, 2028. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Greg Nicoll- VP of Turf Sales, North
Harrell's, LLC
5105 New Tampa Hwy
Lakeland, FL 33815

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☑ **a. Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☑ **b. Insurance Requirements**. Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by

the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☑ **c. Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☑ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing

policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☑ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☑ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE

OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☑ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☑ **h. Scrutinized Companies.**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☑ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period

of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☑ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☑ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☑ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☑ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☑ **n. Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement/Purchase Order.

☑ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement/Purchase Order, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this [Contract/Agreement /Purchase Order], at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☑ **p. Entities of Foreign Concern.** The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by

the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit B Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. 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.

☑ q. 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 Agreement and submitting the executed required affidavit Exhibit C, the [Contractor/Consultant/Vendor] represents and warrants that it does not use coercion for labor or services as provided by state law.

☑ r. Emergency Response

If this Agreement/Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement/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 Agreement/Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

N/A

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibits A, B & C shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibits A, B & C, in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

HARRELL'S LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT A

City of Rochester Hills, MI

Contract # RH-23-037

for

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, Related Items and Services

with

Harrell's, LLC

Effective: December 1, 2023

The following documents comprise the executed contract between the City of Rochester Hills, MI and Harrell's, LLC, effective December 1, 2023:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

ROCHESTER HILLS
MICHIGAN

innovative *by* nature

Bryan K. Barnett
Mayor

City Council

Carol Morlan
District 1

David J. Blair
District 2

Susan M. Bowyer, Ph.D.
District 3

Ryan J. Deel
District 4

Dale Hetrick
At-Large

Theresa Mungioli
At-Large

David Walker
At-Large

November 6, 2023

Harrell's LLC
Attention: Gregory Nicoll
5105 New Tampa Hwy
Lakeland, FL 33815

Re: Groundskeeping Materials RFP (National Cooperative)

Dear Mr. Nicoll,

It is my pleasure to inform you that Harrell's LLC has been selected to receive the award from RFP-RH-23-037 for Groundskeeping Materials for the City of Rochester Hills and in partnership with OMNIA Partners extending the contract nationally to other public agencies.

Attached is the City's contract agreement. Please review and sign but do not date the agreements. Once I receive the signed agreements with original signatures, I will forward to the Mayor for his signature and at that time, I will date them and send you a copy of the executed agreement and a blanket purchase order.

Please contact me at 248.841.2537 or by email at with any questions or concerns.

Sincerely,

Lisa Cummins

Lisa Cummins, CPPB
Procurement Manager

Enclosures: Agreement

CITY OF ROCHESTER HILLS ACTING AS LEAD AGENCY
AWARD OF PROPOSAL RFP-RH-23-037
GROUNDSKEEPING MATERIALS – FERTILIZER, PESTCIDE, HERBICIDE, GRASS SEED AND RELATED ITEMS

This agreement made this 13th day of November 2023, by and between the **City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309,** hereinafter called the CITY and **Harrell's LLC, 5105 New Tampa Hwy, Lakeland, FL 33815,** hereinafter called the CONTRACTOR.

Administrative Summary

- Request for Proposals were posted July 27, 2023 on the MITN e-procurement system and opened on September 19, 2023. The City, acting as the Principal Procurement Agency on behalf of themselves and OMNIA Partners issued a Request for Proposal for groundskeeping materials – fertilizer, pesticide, herbicide, grass seed and related items. The proposal was developed with the intent of establishing a nationwide master agreement for entities across the country to purchase from, and aggregate volumes to generate best value offers from groundskeeping materials vendors.

- Notification was sent to over ninety (90) vendors with two (2) proposal responses received.

- Proposals were evaluated by the City of Rochester Hills Department of Pubic Services and Parks and Natural Resources personnel.

- Scoring was conducted and Harrell's LLC was selected unanimously as providing the best value. By partnering with a national cooperative, the agreement receives the most competitive pricing available in the local market for these products. As part of the agreement, the City was able to secure pricing for a comprehensive selection of fertilizers, pesticides, herbicides, grass seed and related items to ensure this cooperative contract would be beneficial, and provide a solution to meet agencies needs across the nation.

- The City of Rochester Hills with execution of this agreement hereby awards the contract for groundskeeping materials – fertilizer, pesticide, herbicide, grass seed and related items to Harrell's LLC for a period of three years commencing December 1, 2023 with an option to renew for an additional 2-year period under the same terms and conditions upon mutual consent by the City and Contractor.

NOW THEREFORE, the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

WHEREAS, The CONTRACTOR agrees to provide all labor, materials, and the means of transportation to provide groundskeeping materials – fertilizer, pesticide, herbicide, grass seed and related items, as indicated in Request for Proposal (RFP-RH-23-037 for Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items) dated July 27, 2023. Products and compensation shall be based on the Contractor's proposal dated August 22, 2023, and the RFP Documents (RFP-RH-23-037 for Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items) and Addendums and attachments included as part of this Agreement.

CITY OF ROCHESTER HILLS ACTING AS LEAD AGENCY
AWARD OF PROPOSAL RFP-RH-23-037
GROUNDSKEEPING MATERIALS – FERTILIZER, PESTCIDE, HERBICIDE, GRASS SEED AND RELATED ITEMS

CONTRACT GENERAL CONDITIONS

With respect to any purchases by any Participating Public Agency pursuant to the Master Agreement, the City of Rochester Hills (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The City of Rochester Hills makes no representation or guaranty with respect to any minimum purchases, or purchase(s) by the City or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

The City based on Purchasing Ordinance does not require authorization to execute this contract from its legislative body and hereby executes this agreement to allow utilization by other participating entities under the Joint Exercise of Powers Legislation as granted by the State of Michigan Urban Cooperation Act of 1967 124.505.

In witness whereof, the Parties hereto have executed this Agreement the day and year written above.

CITY OF ROCHESTER HILLS	**Harrell's LLC**
Signature	Signature
Bryan K. Barnett	Gregory Nicoll
Name	Name
Mayor	Vice President
Title	Title
11-13-2023	11-13-2023
Date	Date

VENDOR INFORMATION

Date:	08-22-2023
Firm Name:	Harrell's, LLC
Address:	5105 New Tampa Hwy
City/State/Zip Code:	Lakeland, FL 33815
Telephone Number:	800-282-8007
Fax Number:	
Contact Person:	Greg Nicoll - VP of Turf Sales, North
Contact Person Email:	GNicoll@Harrells.com

Firm Established:	1941
Years in Business:	82 years

Type of Organization: (Circle One)
a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other

SIGNATURE PAGE

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Groundskeeping Materials, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

Representative's Name: Ella Kimbrel

Title: Senior Vice President, Human Resources

Signature: Ella Kimbrel

Dated: 09-13-2023

2. Executive Summary

Harrell's LLC proudly submits the following contract proposal to include:

- A comprehensive product and service offering including granular and liquid fertilizers, plant protectants including but not limited to herbicides, fungicides, insecticides, grass seeds and a balance of lines including materials and supplies.
- Free training with CEU credits
- Bulk Spreading in certain states
- Free Delivery
- Free Agronomic Support from our Agronomy Experts
- www.myHarrells.com customer web portal

3. Proposal Profile

Harrell's, LLC was established in Lakeland, Florida in 1941 and over the past 82 years has grown into a worldwide producer and distributor of customized, agronomic solutions. This includes nutritional solutions in both granular and liquid form to help your turf, landscape and plants grow and thrive. With 29 locations across the United States, Harrell's has built an infrastructure to ensure timely and efficient shipments to over 40 states coast to coast, and an international network that currently ships to 9 countries on 3 continents.

Harrell's corporate office is located at 5105 New Tampa Hwy, Lakeland, Florida. On December 20, 2007 Harrell's became incorporated in the State of Florida, and on September 30, 2016, Harrell's became an employee-owned company through the establishment of Harrell's Employee Stock Ownership Plan (ESOP). Harrell's has 390 employees, which includes 119 Territory Managers who specialize in their agronomic field, and 5 Directors of Agronomy who conduct research, product trials, product development, and assist Territory Managers in creating customized solutions for customers to protect against pests, environmental threats, and climate extremes.

Harrell's Coating Solutions: Makers of POLYON® fertilizer from Harrell's that has been America's premier controlled release fertilizer for turfgrass and ornamental applications since 1992.

Harrell's ProtectMAX®: Broad-spectrum line up of chemistry formulations including contact and systemic fungicides and herbicide.

Harrell's SprayMAX®: Complete line of adjuvants, colorants, and essential utility products.

Harrell's MAX®: Liquid foliar nutritionals that include over 30 different products with specific engineered formulations for turfgrass and ornamentals

Harrell's is an Authorized Distributor for (but not limited to): ENVU (formally Bayer) ,Syngenta, Nufarm, BASF, Corteva (formally DOW Agroscience), FMC, PBI Gordon, SEPRO, PURE SEED, Mountain View Seed.

See sample of additional vendors in: Attachment B_Letters of Authorization.

4. Method of Approach

a. No other companies will be involved in servicing this account. Harrell's will be doing all the billing, invoicing, and delivery. For small shipments needed overnight, Harrell's reserves right to use FedEx or LTL carrier.

b. Harrell's manufacturing and distribution facilities are strategically located across America. With 29 distribution facilities totaling over 550,000 sq ft of warehouse space spread across the country, Harrell's distribution network is designed to be able to reach our customer base swiftly and efficiently. Locations include:

Atlanta, GA	Columbus, OH	Philadelphia, PA
Avon Park, FL	Hartford, CT	Phoenix, AZ
Birmingham, AL	Houston, TX	Pittsburgh, PA
Boston, MA	Indianapolis, IN	Portland, OR
Charlotte, NC	Lakeland, FL	Richmond, VA
Chattanooga, TN	Los Angeles, CA	San Antonio, TX
Chicago, IL	Lubbock, TX	San Diego, CA
Dallas, TX	Miami, FL	San Jose, CA
Denver, CO	Oklahoma City, OK	Syracuse, NY
Detroit, MI	Palm Springs, CA	

c. Describe how your products meet the requirements of this solicitation:

i. Harrell's is not simply a distributor of products. Harrell's offers a team to assist our customers with solutions by assisting with agronomic planning to create a balanced approach for a healthy lawn and landscape. In addition to great customer service and delivery, Harrell's offers a series of tools through MyHarrell's web portal that include quick links to labels, SDS, and calculators to assist any applicator with product requirements.

ii. Seed analysis provided in: Attachment C_Seed Tech Sheets

iii. Below are links to Harrell's catalogs and website that represent our Plant Health Care product line.

Harrell's Protect Max

Harrell's Liquid Foliar Nutritionals

Harrell's Spray Max

Harrell's Hydro Max

Harrell's Website

d. Generally, fertilizers and plant protectants have a decent shelf life. 2-5 years. The products sold are usually utilized within a year's timeframe of purchase.

e. OMNIA Partner Agencies with have the opportunity to participate in yearly Early Order Programs that are offered by our manufacturing partners with exclusive programs offered by Harrell's. Benefits include 10-30% savings on purchases, with complimentary storage and delivery. Extended terms are also offered.

f. Every participating agency with be assigned to their personal Territory Manager at Harrell's. Orders can be placed directly with our concierge service via phone, email or text message. Orders, deliveries, and invoice history can be sourced on the Agency's personal account page on www.Harrells.com/MyHarrells.

g. All product purchases are fully guaranteed. In addition, OMNIA Partners Agencies have the added option of training, education, and technical support from the support staff at Harrell's that include but are not limited to 5 Ph.D.'s who serve as Directors of Agronomy.

h. Describe your delivery commitment:

i. Case goods purchased are usually delivered in 1-3 business days and palleted products such as seed and fertilizer are delivered in 1-2 weeks from purchase. In special circumstances or emergency need product can be shipped same day or overnight.

ii. Harrell's prides itself with customer service. In many cases, Harrell's works with the customer as to how they would like the situation resolved. For example, if a bag was torn but the product integrity was good, we would simply not charge for the unit. In a situation such as a wrong order, Harrell's would make the effort to pick up the purchase at no cost to the customer.

i. Invoices are posted and sent to customers the day after the product is shipped. Invoices are created based on the items received on the original order. Options for receiving invoices are US Postal Service, Email, or Fax. Electronic invoicing is not currently available. Summary invoicing is not currently available. Sample invoice provided in: Attachment D_Sample Invoice.

j. POLYON® fertilizer from Harrell's has been America's premier controlled-release fertilizer for turfgrass applications since 1992.

In addition, Harrell's EarthMAX® Organic Foliar and Soil Additive is intended for use on trees, shrubs, grass, vegetables, flowers, and crops. Applying this product to in-ground and container plants may aid in micronutrient uptake and increase water retention. EarthMAX® is OMRI certified for organic use.

k. POLYON® innovation is a proprietary process that includes multiple monomers to establish a physical bond to the substate. Using our proprietary POLYGRAPH® program, Harrell's can develop the right prescription for the need. In fact, POLYON® is so predictable its performance can be mapped out and evaluated even before applying the product.

l. POLYON® fertilizers do not leach or volatilize into the atmosphere. The controlled release technology is engineered to release a specific amount of nutrients for plant uptake. This eliminates unnecessary leaching into waterways.

m. Each Agency will be assigned a Harrell's Territory Manager who will regularly call on the customer updating them of industry news and products. In addition, the Harrell's Marketing team regularly informs our customers of news and product updates through email, industry trade publications and social media platforms.

n. The Harrell's Compliance team has a strict policy of tracking sales into states. Products are immediately flagged and locked out by our ordering system if they are not approved to be sold in a particular region. Customers are informed by Harrell's Territory Managers if a product is eligible to be used in a particular market.

o. Harrell's can provide:

- Bulk fertilizer application or services in most states.
- Free access to our Directors of Agronomy. Multiple Ph.D's who are experts in soil science, horticulture, plant pathology, weed management and plant nutrition.
- Free online CEU courses and seminars throughout the country.

p. Harrell's Vice President of Finance, Kevin English will provide a monthly summary on the 15th of each month to the OMNIA contract manager. Sample Report can be found in Attachment E_Sample Report.

q. All members will receive Best In Market Pricing. Price lists are monitored monthly, and changes are made when necessary to accommodate the market and industry volatility. If changes are in need, Harrell's will provide an updated price list to the City of Rochester Hills with a detailed explanation of the price change. The price list will show the discounted OMNIA prices

r. Harrell's Vice President of Finance, Kevin English will provide a monthly summary on the 15th of each month to the OMNIA contract manager.

s. Harrell's procurement and inventory teams work daily to source the best pricing in the market. Purchasing raw materials by the barge load months ahead of actual needs has afforded Harrell's to be in great position for material in stock at a competitive price. Harrell's ordering, dispatch, and

invoicing systems are linked together in order to see "real time" inventory and forecasting. This assists the team when ordering truckloads of material and maintaining controlled inventories.

t. Harrell's is not simply a distributor for products; Harrell's offers a team to assist our customers with solutions by assisting with agronomic planning to create a balanced approach for a healthy lawn and landscape. In addition to great customer service and delivery, Harrell's offers a series of tools through MyHarrells web portal that include quick links to labels, SDS, and calculators to assist any applicator with product requirements. In addition, our customers have the added option of training, education (including online CEU courses) and technical support from the support staff at Harrell's that include but are not limited to 5 Ph.D.'s who serve as Directors of Agronomy.

5. Qualifications and Experience

a. Harrell's, LLC was established in Lakeland, Florida in 1941 and over the past 82 years has grown into a worldwide producer and distributor of customized, agronomic solutions. This includes nutritional solutions in both granular and liquid form to help your turf, landscape and plants grow and thrive. With 29 locations across the United States, Harrell's has built an infrastructure to ensure timely and efficient shipments to over 40 states coast to coast, and an international network that currently ships to 9 countries on 3 continents.

b. Gross Sales:
2021: $397M
2022: $444M

c. Harrell's has 387 employees, which includes 116 Territory Managers who specialize is their agronomic field, and 5 Directors of Agronomy who conduct research, product trials, product development, and assist Territory Managers in creating customized solutions for customers to protect against pests, environmental threats, and climate extremes.

Harrell's has 8 Ph.D's who are a part of the Agronomy and Compliance Team. We have many team members who have obtained their Master's Degree in Agronomy as well as receiving their certifications as Certified Golf Course Superintendents (CGCS), issued from the GCSAA and Certified Professional Agronomist (CPAg) issued by the American Society of Agronomy.

d. Harrell's is a leading producer and distributor of customized, agronomic solutions – not merely "products". This includes nutritional solutions in both granular and liquid form to help your turf, landscape and plants grow and thrive. We also specialize in delivering solutions to help protect your world from pests, environmental threats, and climate extremes. Harrell's also conducts extensive research trials and studies and invests strongly in product development to bring you the best and most effective solutions possible.

Customer References:

Collier County
3299 Tamiami Trail East, Naples, FL 34112
Catherine Fletcher
Catherine.Fletcher@colliercountyfl.gov

Collier County School Board
5775 Osceola Trail, Naples, FL 34109
Sumeet Perez
239-377-0624
Perezs7@collierschools.com

Commonwealth of Kentucky
200 Mero Street, 5th Floor, Frankfort, KY 40622
Keith Srutowski
502-564-7007
Keith.srutowski@ky.gov

Broome County-New York
60 Hawley Street, Binghamton, NY 13902
Sullivan Murphy
607-372-2093
smm36751@broomecountyny.gov

e. City of Rochester Hills key personnel:
Gregory Nicoll, Vice President of Sales (Primary Contact)
Kevin English, Vice President of Finance (Reporting)
Andrew Gilroy, Territory Manager, City of Rochester Hills, MI (Sales)
Todd Gaynier, Operations Manager, MI (Deliveries)

f. Harrell's became an employee-owned company through the establishment of Harrell's Employee Stock Ownership Plan (ESOP) Each of the employee owners take great pride in making sound fiscal choices for Harrell's to maintain its financial strength.

g. Harrell's Core Values are non-negotiable and cover all aspects of what we do, from our employees to our customers, friends and communities. Harrell's is the leading producer and distributor of customized agronomic solutions, but our success is completely dependent on the success of our customers. We want to contribute to your success any way we can, helping you succeed regardless of a sale. These Core Values define us as a company and provide our employees a guide for conducting business with our partners for success:

1. Serve, Honor and Glorify God
2. Take Care of People
3. Grow our Financial Strength

h. Harrell's response to the national program is included in Attachment A_OMNIA Partners

i. See Exhibit A, Section 2.0 in Attachment A_OMNIA Partners.

ii. See Exhibit A, Section 3.0 in Attachment A_OMNIA Partners.

iii. Harrell's is prepared to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. We have no proposed exceptions to the OMNIA Partners Administration Agreement.

6. Prices and Resources

a. Please see included Price Page.

b. Harrell's maintains a cost advantage by being the largest golf distributor in the United States. Our buying power allows us to purchase the latest products at the most competitive prices. Pricing for this contract will be maintained by the Harrell's corporate office and will be consistent nationwide.

c. Harrell's offers free delivery to all our customers.

d. Pricing is the most favorable offered to local government agencies.

e. Pricing is guaranteed for 1 year from the date the bid is awarded.

f. Please see additional product pricing in: Attachment G_Harrells Product Catalog

g. Harrell's will comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certification Exhibit.

h. OMNIA Partner Agencies with have the opportunity to participate in yearly Early Order Programs that are offered by our manufacturing partners with exclusive programs offered by Harrell's. Benefits include 10-30% savings on purchases, with complimentary storage and delivery. Extended terms are also offered. There are no additional discounts for volume orders or off-season purchases. Harrell's has no minimum purchase requirements, does not offer free goods, and does not maintain annual spending limits.

i. Harrell's does not offer discounts for any particular ordering method.

j. Net 30 days is our standard payment policy and we do not offer any discounts for early payments.

k. Will payment be accepted via commercial credit card? __X__Yes _____No

a. If yes, can commercial payment(s) be made online? __X___Yes _____No

b. Will a third party be processing the commercial credit card payment(s)? _X__Yes ____No

c. If yes, indicate the flat fee per transaction $0.00__ (as allowable, per Section 5.2.E of Visa Operating Regulations).

d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

COST PROPOSAL

The Cost Proposal lists products that will likely be purchased under the contract. This list is not all-inclusive. The following items are listed for the purpose of comparing discounts offered. Actual items and quantities will vary. The resulting Purchase Order will be awarded based upon the Price Schedule (discount/mark-up) as given, which shall be used to compute the prices below. The City reserves the right to exclude from the evaluation any sample items listed (e.g. If an item has been recently discontinued and was unknown by the City when this document was prepared). The expectation is that the successful Contractor shall provide their entire catalog of products at the pricing formula offered. Vendors should submit pricing for full catalog of products and services/a balance of line, including delivery rates, as well as national discounts as a pricing percentage discount offered in Excel format.The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

FERTILIZER, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES AND GRASS SEED: Submit per unit pricing.

Item No.	Est. Annual Usage	Description	Manufacturer & Product Number	Package Size	Unit of Measure	Unit Cost	Extended Cost
		Group 1 - Fertilizers					
1	1,400 lbs.	14-25-12 Polyon Fertilizer	Harrell's #884189	50 lbs	Pound	$ 0.5446 /lb.	$ 762.44
2	2,250 lbs.	25-0-10 Polyon Fertilizer	Harrell's #822149	50 lbs	Pound	$ 0.524 /lb.	$ 1,170.00
		Group 2 – Soil Amendments					
1	3,600 lbs.	Verde-Cal G Greens Grade	Omya #200315	50 lbs	Pound	$ 0.3734 /lb.	$ 1,344.24
2	2,500 lbs.	Turface Quick Dry	Turface Athletics #200006	50 lbs	Pound	$ 0.2962 /lb.	$ 740.50
		Group 3 – Herbicides and Pesticides					
1	150 lbs.	Freehand 1.75G Herbicide	BASF #FREEHA	50 lbs	Pound	$ 1.97 /lb.	$ 295.50
2	5 gallons	Triplet SF	NuFarm #TRIPLET2.5	2.5 gal	Gallon	$ 38.912 /gal.	$ 194.56
		Group 4 – Grass Seed					
1	3,600 lbs.	Elite Sunny Seed Mix	Pureseed #830504P	50 lbs	Pound	$ 3.07 /lb.	$ 11,052.00
2	50 lbs.	Ideal Shade Mix	Pureseed #830145P	50 lbs	Pound	$ 4.03 /lb.	$ 201.50
3	1,100 lbs.	Overseeder II Mix	Pureseed #830281P	50 lbs	Pound	$ 5.03 /lb.	$ 5,533.00

7. Proprietary Information
NONE

8. Exceptions
NONE

9. Additional Agreements
NONE

10. Other Information
NONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2023

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

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

PRODUCER
Baldwin Krystyn Sherman Partners, LLC
P.O. Box 807
Lakeland FL 33801

License#: L002281

CONTACT NAME: Rebecca Oberpriller
PHONE (A/C, No, Ext): 713-463-2120 **FAX (A/C, No):**
E-MAIL ADDRESS: Rebecca.Oberpriller@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance	19445
INSURER B : Markel American Insurance Comp	28932
INSURER C : Ascot Specialty Insurance Co	45055
INSURER D : AIU Insurance Company	19399
INSURER E : New Hampshire Insurance Compan	23841
INSURER F : Gemini Insurance Company	10833

INSURED HARRLLC-01
Harrell's LLC, Harrell's, Inc.
Harrell's Coatings Solutions, LLC
P. O. Box 807
Lakeland FL 33802

COVERAGES **CERTIFICATE NUMBER:** 1910005714 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ENPL221000066302	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LIABILITY	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X PIP			CA4489811 (AOS) CA4489812 (MA)	3/1/2023 3/1/2023	3/1/2024 3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 2,000,000 $ $ $ $ 10,000
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			ENXL221000066402	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $
E D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC025893850 (AOS) WC025893851 (MA)	3/1/2023 3/1/2023	3/1/2024 3/1/2024	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C B F	Pollution Liability Rented/Leased Equip. Professional Liability			ENPL221000066302 MKLM2IM0001532 VNPL012642	3/1/2023 3/1/2023 3/31/2023	3/1/2024 3/1/2024 3/31/2024	Occurrence Per Item/Occurrence Each Claim/Aggregate	$1,000,000 $500,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto Liability policies include blanket automatic additional insured, blanket automatic waiver of subrogation and blanket automatic primary, non-contributory wording endorsements that provides these features to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Workers' Compensation policy includes a blanket waiver automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Excess Liability is follow form.
Certificate holder includes: City of Rochester Hills, their affiliates and or assigns 30 Day Early Cancellation Notice applies.

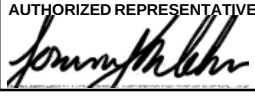
CERTIFICATE HOLDER

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ATTACHMENT A

OMNIA PARTNERS

Exhibit A – Response for National Cooperative Contract

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit A
Response for National Cooperative Contract

2.0 REPRESENTATIONS AND COVENANTS

2.1 Corporate Commitment

Harrell's affirms that the Master Agreement has received all necessary corporate authorizations and support of executive management. The Master Agreement will be utilized as Harrell's primary strategy when approaching public agencies that are under the OMNIA partnership and would otherwise be required to go to bid. Harrell's will consider transitioning an existing Harrell's customer that is a Public Agency if that Agency requires a bid process and the Master Agreement is utilized. Harrell's has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Greg Nicoll, SVP of Sales at Harrell's, will be the executive corporate sponsor responsible for overall management of the Master Agreement.

2.2 Pricing Commitment

Harrell's affirms that pricing provided under the Master Agreement pricing is its lowest available to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Harrell's affirms that we will market the Master Agreement as laid out in Attachment A_Omnia Partners, Exhibit A, Section 3.3, and that our sales team will be thoroughly trained and provided with the tools they need to approach and offer the Master Agreement to Public Agencies through OMNIA Partners nationwide. Harrell's commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Harrell's also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

3.1 Company

A. Harrell's, LLC was established in Lakeland, Florida in 1941 and over the past 82 years has grown into a worldwide producer and distributor of customized, agronomic solutions. This includes nutritional solutions in both granular and liquid form to help your turf, landscape and plants grow and thrive. With 29 locations across the United States, Harrell's has built an infrastructure to ensure timely and efficient shipments to over 40 states coast to coast, and an international network that currently ships to 9 countries on 3 continents.

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Harrell's ProtectMAX®: Broad-spectrum line up of chemistry formulations including contact and systemic fungicides and herbicide.

Harrell's SprayMAX®: Complete line of adjuvants, colorants, and essential utility products.

Harrell's MAX®: Liquid foliar nutritionals that include over 30 different products with specific engineered formulations for turfgrass and ornamentals.

Harrell's is an Authorized Distributor for (but not limited to): ENVU (formally Bayer) Syngenta, Nufarm, BASF, Corteva (formally DOW Agroscience), FMC, PBI Gordon, SEPRO, PURE SEED, Mountain View Seed.

See sample of additional vendors in: Attachment B_Letters of Authorization

B. Harrell's has 119 Territory Managers who specialize is their agronomic field, and 5 Directors of Agronomy who conduct research, product trials, product development, and assist Territory Managers in creating customized solutions for customers to protect against pests, environmental threats, and climate extremes. Covering the United States from coast to coast, Harrell's Territory Managers live in these 30 states

Alabama	Indiana	New Hampshire	South Carolina
Arizona	Kansas	New Jersey	Tennessee
California	Kentucky	New York	Texas
Colorado	Massachusetts	Ohio	Virginia
Connecticut	Maryland	Oklahoma	Wisconsin
Florida	Michigan	Oregon	West Virginia
Georgia	Mississippi	Pennsylvania	
Illinois	North Carolina	Rhode Island	

C. Harrell's corporate office is located at 5105 New Tampa Hwy, Lakeland, Florida. Harrell's manufacturing and distribution facilities are strategically located across America. With 29 distribution facilities totaling over 550,000 sq ft of warehouse space spread across the country, Harrell's distribution network is designed to be able to reach our customer base swiftly and efficiently:

Atlanta, GA
Avon Park, FL
Birmingham, AL
Boston, MA
Charlotte, NC
Chattanooga, TN
Chicago, IL
Dallas, TX
Denver, CO
Detroit, MI
Columbus, OH
Hartford, CT
Houston, TX
Indianapolis, IN
Lakeland, FL
Los Angeles, CA
Lubbock, TX
Miami, FL
Oklahoma City, OK
Palm Springs, CA
Philadelphia, PA
Phoenix, AZ
Pittsburgh, PA
Portland, OR
Richmond, VA
San Antonio, TX
San Diego, CA
San Jose, CA
Syracuse, NY

D. Harrell's Gross Sales:
2020: $303M
2021: $397M
2022: $444M

a. Submit FEIN and Dunn & Bradstreet report.
FEIN: 26-1595082
D&B: 805880072

E. Harrell's, LLC participates and contributes information for the Sustainability Report put out by The Fertilizer Institute. Please see Harrell's Sustainability Policy in Attachment F_Sustainability Policy. Harrell's also actively promotes BMPs for responsible pesticide use and Harrell's is a Platinum Tee Club member of the Environmental Institute for Golf, which supports and advocates for sustainable practices in the green industry.

Harrell's patented POLYON® fertilizers do not leach or volatilize into the atmosphere. The controlled release technology is engineered to release a specific amount of nutrients for plant uptake. This eliminates unnecessary leaching into waterways.

F. Harrell's offers annual Diversity, Equity, and Inclusion training for all employees.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise
☐ Yes ☑ No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☑ No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☑ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐ Yes ☑ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☑ No
If yes, list certifying agency: _____

H. Harrell's will not be utilizing any subcontractors for the fulfillment of this contract.

I. Harrell's is not simply a distributor for products. Harrell's offers a team to assist our customers with solutions by assisting with agronomic planning to create a balanced approach for a healthy lawn and landscape. In addition to great customer service and delivery, Harrell's offers a series of tools through MyHarrell's web portal that include quick links to labels, SDS, and calculators to assist any applicator with product requirements. In addition, OMNIA Partners Agencies have the added option of training, education (including online CEU courses) and technical support from the support staff at Harrell's that include but are not limited to 5 Ph.D.'s who serve as Directors of Agronomy.

J. Harrell's, LLC currently has two open cases - one case was originated by Harrell's for non-payment by a former customer; the other case involves a grower who allegedly sustained some crop damage and the customer is in the process of determining which inputs could have caused the damage. The only product this customer purchased from Harrell's was soil.

K. Harrell's is not owned or operated by anyone who has been convicted of a felony.

L. None.

3.2 Distribution, Logistics

A. Harrell's, LLC has a comprehensive product and service offering including granular and liquid fertilizers, plant protectants including but not limited to herbicides, fungicides, insecticides, grass seeds and a balance of lines including materials and supplies. In addition to these products, Harrell's also

provides free training with CEU credits, bulk spreading in certain states, free delivery, free agronomic support from our agronomy experts, and a user friendly customer web portal located at www.myHarrells.com.

Harrell's Coating Solutions: Makers of POLYON® fertilizer from Harrell's that has been America's premier controlled release fertilizer for turfgrass and ornamental applications since 1992.

Harrell's ProtectMAX®: Broad-spectrum line up of chemistry formulations including contact and systemic fungicides and herbicide.

Harrell's SprayMAX®: Complete line of adjuvants, colorants, and essential utility products.

Harrell's MAX®: Liquid foliar nutritionals that include over 30 different products with specific engineered formulations for turfgrass and ornamentals.

Harrell's is an Authorized Distributor for (but not limited to): ENVU (formally Bayer) Syngenta, Nufarm, BASF, Corteva (formally DOW Agroscience), FMC, PBI Gordon, SEPRO, PURE SEED, Mountain View Seed.

See sample of additional vendors in: Attachment B_Letters of Authorization.

B. Harrell's manufacturing and distribution facilities are strategically located across America. With 29 distribution facilities totaling over 550,000 sq ft of warehouse space spread across the country, Harrell's distribution network is designed to be able to reach our customer base swiftly and efficiently. Harrell's is continually expanding and opening new distribution locations as our customer base grows.

C. All participating agencies will receive Best in Market pricing. A national price list will accommodate the Master Agreement to be posted on OMNIA Website. Pricing will be monitored monthly and adjusted, when necessary, with the approval from the City of Rochester Hills, MI. Adjustments may include but are not limited to price increases or reductions and the addition of products and services.

D. Harrell's fleet primarily handles and deliver's all products. When needed, Harrell's utilizes third party shipping including, but not limited to, Fed Ex and UPS.

E. Harrell's manufacturing and distribution facilities are strategically located across America. With 29 distribution facilities totaling over 550,000 sq ft of warehouse space spread across the country, Harrell's distribution network is designed to be able to reach our customer base swiftly and efficiently. No retail network is utilized in distribution, all sales are handled by one of Harrell's 119 Territory Managers.

3.3 Marketing and Sales

A. Harrell's will immediately implement a 90-day strategy designed to endorse the award and educate our national sales force.

Within the first 10 days, Harrell's executive leadership will communicate endorsement and sponsorship of the award as the public sector go-to-market strategy to our national sales force.

Within the first 90 days, Harrell's will provide training materials (created by Harrell's and/or supplied by the OMNIA Partners team) regarding participation to our national sales force.

B. Harrell's ninety-day Marketing plan:

i. Harrell's will create and distribute a co-branded press release to trade publications.

ii. Harrell's will publish the Master Agreement details and contact information on a newly created page at www.harrells.com within the first 90 days.

iii. Harrell's will distribute co-branded marketing materials, including an updated version of our existing OMNIA Brochure, within the first 90 days.

iv. Harrell's will commit to attendance and participation with OMNIA Partners and national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

v. Harrell's will commit to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Harrell's. Harrell's will commit to providing reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Harrell's will submit advertisements in national and regional trade publications throughout the term of the Master Agreement.

vii. Harrell's will engage in ongoing marketing and promotion of the Master Agreement throughout its term in the form of collateral, presentations, social media posts, newsletter entries, and more.

viii. Harrell's will provide a dedicated landing page on www.harrells.com with the OMNIA Partners standard logo, a copy of the original Request for Proposal, a copy of the Master Agreement and amendments between Principal Procurement Agency and Harrell's, a summary of products and pricing, marketing materials, a link to the OMNIA Partners website and online registration page, and a dedicated toll-free number and email address for OMNIA Partners.

C. Harrell's will consider transitioning an existing Harrell's customer that is a Public Agency if that Agency requires a bid process and the Master Agreement is utilized.

D. Harrell's agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Harrell's confirms we will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.

F. Harrell's will train its national sales force on the Master Agreement.

G. Harrell's Contacts:

i. Executive Support - Greg Nicoll, VP of Sales
gnicoll@harrells.com
(508) 832-5008

ii. Marketing - Samantha Bamaca, Director of Marketing
sbamaca@harrells.com
(863) 687-2774

iii. Sales - Greg Nicoll, VP of Sales
gnicoll@harrells.com
(508) 832-5008

iv. Sales Support - Greg Nicoll, VP of Sales
gnicoll@harrells.com
(508) 832-5008

v. Financial Reporting - Kevin English, VP of Finance
kenglish@harrells.com
(863) 687-2774

vi. Accounts Payable - Candace Rueda, AP Manager
candace@harrells.com
(863) 687-2774

vii. Contracts - Mary Eisner, Executive Assistant
meisner@harrells.com
(863) 687-2774

H. Harrell's Sales force is structured by segment and then by geography. There are 4 main segments: Turf (includes golf, sports turf and landscape), Horticulture, Specialty Agriculture and International. These segments are managed by geographical regions. Vice President's report to Dave Schermerhorn (President), Sales Directors report to Vice President's, and Territory Managers report to Sales Directors. Territory Managers specialize in their agronomic field and create customized solutions for customers to achieve healthy and beautiful turf, plants, and crops, as well as protect against pests, environmental threats, and climate extremes. Below are the top three levels of our Sales Force:

David Schermerhorn, President - david@harrells.com

Greg Nicoll, VP of Turf Sales, North - gnicoll@harrells.com
John Keeler, Sales Director, Northeast - jkeeler@harrells.com
Tyler Otero, Sales Director, Mid-Atlantic - totero@harrells.com
Scott Parker, Sales Director, Midwest - sparker@harrells.com

Nick Spardy, VP of Turf Sales West and South Central - nspardy@harrells.com
Phil Page, Sales Director, Turf West - ppage@harrells.com
J.J. Jansen, Sales Director, Turf South Central - jjansen@harrells.com

Clay Breazeale, VP of Turf Sales, South - cbreazeale@harrells.com
Adam Ellison, Sales Director, Florida - aellison@harrells.com
Kurt von Hofen, Sales Director, Southeast - kvonhofen@harrells.com
Matt Greg, Sales Director, Coastal Plains - mgregg@harrells.com

Rick Helpingstine, VP of International Sales, Specialty Ag - rhelpingstine@harrells.com
Vikki Yeh, Director of International Sales - vyeh@harrells.com

Scott Martiniere, VP of Horticulture Sales - smartiniere@harrells.com
Norman Lafaille, Sales Director, Hort North - nlafaille@harrells.com
Robby Clemenzi, Sales Director, Hort South - rclemenzi@harrells.com
Marlon Carrera, Sales Director, Hort West - mcarrera@harrells.com

I. Harrell's Sales team members work in conjunction with their Regional Sales Directors and seek assistance, if necessary, from OMNIA Regional Representatives to introduce the value of the Master Agreement.

I. Harrell's anticipates future growth as a company with primary focus on the public sector. Harrell's will investigate potential opportunities, develop trust and share the benefits of the Master Agreement.

J. Harrell's Public Agency sales for the 2022: $2,207,596 (increased by 10%)

Harrell's top 10 Public Agency customers (total purchases for 2022):

1.	Collier County Board of County, Jeff Bell	$ 292,236.10
2.	Collier County School Board, Sumeet Perez	$ 213,505.28
3.	University of Florida, Paul Hamilton	$ 205,602.49
4.	Manatee County Finance, David Schumer	$ 190,604.30
5.	Huron Clinton Metro Auth, Chris Lengman	$ 190,438.76
6.	Florida Int'l University, Dave Provost	$ 111,338.18
7.	Town of Colonie, John Risler	$ 96,254.92
8.	City of Farmington Hills, April Heir	$ 89,266.83
9.	OSU Golf Club, Dennis Bowsher	$ 84,093.18
10.	City of Lavonia Golf, Douglas Ware	$ 76,302.45

K. Invoices are posted and sent to customers the day after the product is shipped. Invoices are created based on the items received on the original order. Options for receiving invoices are US Postal Service, Email, or Fax. Invoices can also be viewed online in our Customer Portal. Electronic and summary invoicing are not currently available. Method of payments are US Postal Service (Harrell's, LLC, P O Box 935358, Atlanta GA 31193-5358), electronic check (ACH), or credit card via phone or customer portal. Sample invoice provided in: Attachment D_Sample Invoice.

L. Harrell's is unable to guarantee a sales amount for each year of the contract. However, Harrell's is commitment to utilizing and growing this contract should we be awarded an additional three years, as our history utilizing this contract demonstrates. From 2021 to 2022 Harrell's increased the contract by 10%. From 2022 to 2023 Harrell's has increased the contract by 28% YTD (comparing sales number on 9/6/22 and 9/6/23). See details below:

Year 1 - 2021: $2,010,059
Year 2 - 2022: $2,207,596 (increased by 10%)
Year 3 (in progress) - 9/6/23: $1,462,759 (increased 28% YTD)

M. When the opportunity presents itself, as described in these examples, Harrell's Team Members will introduce OMNIA Partners, explain the benefits of the Master Agreement and will work closely with the Agency to ensure that they received Best in Market pricing.

In addition, Harrell's team members will use the OMNIA Partners Connect Portal to seek contacts within a Public Agency to assist with generating confidence from a future prospect within that Agency. There are many circumstances when Public Agencies are not communicating internally about the benefits of OMNIA. OMNIA Partners Connect assists in making those connections.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES (lek) Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES (lek) Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES (lek) Initials of Authorized Representative of offeror

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

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ✓

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES ekk Initials of Authorized Representative of offeror

Offeror's Name: Harrell's, LLC
Address, City, State, and Zip Code: 5105 New Tampa Hwy, Lakeland, FL 33815
Phone Number: 863/687-2774
Fax Number: _____

Printed Name and Title of Authorized Representative: Ella Kimbrel, SVP/HR
Email Address: Bids@Harrells.com
Signature of Authorized Representative: Ella Kimbrel
Date: 9-13-2023

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES ekk Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES ekk Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements

enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES EK Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Harrell's, LLC

Address, City, State, and Zip Code: 5105 New Tampa Hwy. Lakeland, FL 33815

Phone Number: 863/ 687-2774 Fax Number:

Printed Name and Title of Authorized Representative: Ella Kimbrel, SVP/HR

Email Address: Bids@Harrells.com

Signature of Authorized Representative: Ella Kimbrel Date: 9-13-2023

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

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

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Ella Kimbrel

Signature of Contractor's Authorized Official

Ella Kimbrel, SVP/HR

Name and Title of Contractor's Authorized Official

9-13-2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems

appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Harrell's, LLC

Address, City, State, and Zip Code:
5705 New Tampa Hwy, Lakeland, FL 33815

Phone Number: 863/ 687-2774 Fax Number: _____

Printed Name and Title of Authorized Representative:
Ella Kimbrel, SVP/HR

Email Address: Bids@Harrells.com

Signature of Authorized Representative: Ella Kimbrel

Date: 9-13-2023

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Harrell's, LLC

Organization Address: 5105 New Tampa Hwy, Lakeland, FL 33815

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ella Kimbrel	Title:	SVP/HR
Signature:	Ella Kimbrel	Date:	9-15-2023

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Florida
County of POLK ss:

I, Ella Kimbrel (name of affiant) residing in City of Lakeland (name of municipality)
in the County of Polk and State of Florida of full age, being duly sworn according to law on my oath depose and say that:

I am Senior Vice President of Human Resources (title or position) of the firm of Harrell's, LLC (name of firm)

_____ the bidder making this Proposal for the bid

entitled RFP-RH-23-037 (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ City of Rochester Hills (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Harrell's, LLC.

Subscribed and sworn to

before me this day

Ella Kimbrel
Signature

Sept 15, 2023

Ella Kimbrel
(Type or print name of affiant under signature)

Notary public of Florida

My Commission expires 3/14/26

(Seal)

MARY E. EISNER
MY COMMISSION # HH 240005
EXPIRES: March 14, 2026

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Harrel's, LLC
Street: 5105 New Tampa Hwy
City, State, Zip Code: Lakeland, FL 33815

Type text here

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

9-15-2023
Date

Ellen Kimball SVP/HR
Authorized Signature and Title

Certification **36822**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Apr-2023** to **15-Apr-2026**

HARRELLS LLC
5105 NEW TAMPA HIGHWAY
LAKELAND FL 33815

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Harrell's, LLC		
Address:	5105 New Tampa Hwy		
City:	Lakeland	State: FL	Zip: 33815

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
Ella Kimbrel	Ella Kimbrel	SVP/HR

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☑ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$
Harrell's, LLC	Conservatives For Principled Leadership	10/4/2022	$25,000.00
Harrell's, LLC	Growing Florida's Leadership	10/11/2022	$2,000.00
Harrell's, LLC	Friends Of Wilton Simpson	10/13/2022	$15,000.00
Harrell's, LLC	FL Republican Senate Campaign Committee	10/20/2022	$25,000.00
Harrell's, LLC	Conservatives For Good Government	10/20/2022	$5,000.00
Harrell's, LLC	Associated Industries Of Florida	11/2/2022	$10,000.00
Harrell's, LLC	Panhandle Prosperity	2/17/2023	$5,000.00
Harrell's, LLC	FL Republican Senate Campaign Committee	2/20/2023	$25,000.00
Harrell's, LLC	Friends Of Jennifer Canady	2/20/2023	$2,500.00
Harrell's, LLC	Panhandle Prosperity	6/7/2023	$15,000.00
Harrell's, LLC	Friends Of Jennifer Canady	6/29/2023	$5,000.00
Harrell's, LLC	Living Life With Purpose	9/14/2023	$5,000.00

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 15 day of Sept 2023

(Notary Public)

My Commission expires: 3/14/26

MARY E. EISNER
MY COMMISSION # HH 240005
EXPIRES: March 14, 2026

Ella Kimbrel
(Affiant)

Ella Kimbrel, SVP/HR
(Print name & title of affiant)

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Ella Kimbrel
Printed Name of Authorized Agent

Ella Kimbrel
Signature of Authorized Agent

SVP/HR
Title

9-15-2023
Date

Harrell's, LLC
Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	HARRELL'S, LLC
Trade Name:	
Address:	P.O. BOX 807 LAKELAND, FL 33802
Certificate Number:	1387539
Effective Date:	April 01, 2008
Date of Issuance:	January 25, 2023

For Office Use Only:

20230125160348493

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ella Kimbrel Title: SVP/HR

Signature: Ella Kimbrel Date: 9-15-2023

Certification **36822**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Apr-2023** to **15-Apr-2026**

HARRELLS LLC
5105 NEW TAMPA HIGHWAY
LAKELAND FL 33815

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP-RH-23-037 **VENDOR/BIDDER:** Harrell's, LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

☐ ***OR***
The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Ella Kimbrel — 9-15-2023

Signature — Date

Ella Kimbrel, SVP/HR

ATTACHMENT B

LETTERS OF AUTHORIZATION

January 1, 2023

Harrell's, LLC
P.O Box 807
Lakeland, FL 33802

To Whom It May Concern,

Harrell's is proud to be the exclusive United States owner, formulator, and distributor of all POLYON® branded products which includes POLYON® NPK, POLYON® Kmag, POLYON® SOP, POLYON® MOP, and POLYON® MAP.

Any fertilizer products containing POLYON® controlled-release fertilizer purchased from the United States must be purchased from Harrell's, LLC or its authorized distributor. This includes all nitrogen, phosphorous, potassium and minor elements which have been coated with POLYON® fertilizer.

Sincerely,

Jack R. Harrell, III
Senior Vice President R&D, Sales and Marketing
Harrell's, LLC

CORPORATE OFFICE: 5105 New Tampa Highway | Lakeland, FL 33815
p.863.687.2774 | f. 863.688.8836 | Toll Free 800.282.8007
contact@harrells.com | www.harrells.com

January 1, 2023

Harrell's, LLC
P.O Box 807
Lakeland, FL 33802

To Whom It May Concern,

Harrell's, LLC is proud to be the exclusive formulator and distributor of all Harrell's branded products:

- **Harrell's MAX®** and **Bio-MAX®–** Liquid Foliar Nutritionals including 18-3-6 with UMAXX®, Potassium plus Calcium 4-0-8, Minors, Root Enhancer and N30 Plus, 12-0-0.
- **Harrell's SprayMAX®** – Adjuvants and Colorants including PAR® SG
- **Harrell's HydroMAX®** – Soil Surfactants including Fleet® and Symphony®
- **Harrell's ProtectMAX®** - Solutions against plant diseases including Title Phyte®, Propiconazole and Quinclorac.

These products are proprietary products of Harrell's, LLC that are manufactured by Hocking International Laboratories. Harrell's branded products are formulated with soluble nutrients which allow for foliar and root uptake. When applied at recommended application rates, nutrient loss into the environment is minimized.

Sincerely,

Jack R. Harrell, III
Senior Vice President R&D, Sales and Marketing
Harrell's, LLC

CORPORATE OFFICE: 5105 New Tampa Highway | Lakeland, FL 33815
p.863.687.2774 | f. 863.688.8836 | Toll Free 800.282.8007
contact@harrells.com | www.harrells.com

ALLIED NUTRIENTS™

Growing a Greener World, Together

8/22/2023

TO:
Whom it may concern,

This letter is to certify that Harrell's LLC, of 5105 New Tampa Highway Lakeland, FL 33815 (corporate office) is an AUTHORIZED DISTRIBUTOR in the country of United States of Allied Nutrients products.

Regards,

Joe Purchase
Vice President
Allied Nutrients
Office: 970.381.0835
Mobile: 970.381.0835
jpurchase@alliednutrients.com

August 25, 2023

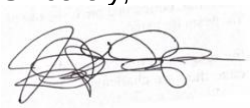
Ben Hall
Harrell's
5105 New Tampa Highway
Lakeland, FL 33815
Sent via email: bhall@harrells.com

RE: Authorized distributor letter

Dear Mr. Hall:

This letter confirms that Harrell's is an authorized distributor for AMGUARD Environmental Technologies and/or AMVAC Chemical Corporation products.

Sincerely,



Brian D. Phillips
General Counsel

We create chemistry

Professional & Specialty Solutions

August 21, 2023

Harrell's
Attn: Ben Hall
5150 New Tampa Highway
Lakeland, FL 33815

Re: BASF Corporation Certification

Dear Mr. Hall:

This letter certifies that Harrell's is currently an authorized agent and distributor of BASF's Turf and Ornamental products for the United States. This is effective for the 2023 and 2024 calendar year.

Sincerely,

BASF CORPORATION

By: _____

Name: Trey Warnock

Title: Strategic Account Manager

BASF Corporation
26 Davis Drive
PO Box 13528
Research Triangle Park, NC 27709-3528

August 25, 2023

To Whom it May Concern:

Harrell's LLC is authorized to sell Corteva Agriscience Turf & Ornamental products as outlined in the Master Purchase Agreement.

If you have any questions regarding this agreement or the distribution of Corteva Agriscience products, please do not hesitate to contact me.

Sincerely,

Jay Young
Portfolio Lead – Turf and Ornamental
Corteva Agriscience

FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104

215-299-6659
fmcprosolutions.com

August 21, 2023

Dear Recipient,

This letter is to serve as confirmation that Harrell's with a corporate headquarters address at 5105 New Tampa Highway, Lakeland, FL 33815 is an approved and authorized distributor of FMC Corporation, Professional Solutions Division pest, turf and ornamental brands and has authorization to sell to end users within the United States where all applicable products are registered.

Please feel free to contact me directly if additional information is required.

Sincerely,

Jon McDowell
Commercial Development Manager
FMC Professional Solutions

863-397-9220

jon.mcdowell@fmc.com

PETRO-CANADA
LUBRICANTS
AN HF SINCLAIR BRAND

August 21, 2023

To Whom It May Concern:

Harrell's is an authorized distributor for CIVITAS Turf Defense™ in the United States. Feel free to contact me directly if you have any questions.

Thank you,

Matthew Weaver
Technical Sales Manager – Agricultural Sciences
HF Sinclair Lubricants & Specialties
Ph. 732-216-1729
matthew.weaver@hfsinclair.com

August 23rd, 2023

To whom it may concern:

Milorganite® fertilizer is manufactured by the Milwaukee Metropolitan Sewerage District.
Harrell's is an authorized distributor of Milorganite®

Cheers,

Jaime Staufenbeil
Milorganite® Manager
1-800-287-9645

MILORGANITE
260 WEST SEEBOTH STREET MILWAUKEE, WI 53204
P (414) 221-6810 (800) 287-9645
MILORGANITE.COM

Salem Office
8955 Sunnyview Rd NE
Salem, OR 97305

503 / 588-7333 Phone
503 / 587-8688 Fax
sales@mtviewseeds.com

August 21, 2023

To whom it may concern,

I'm writing this letter to let you know that Harrell's, LLC is an authorized distributor for Mountain View Seeds, LLC

Sincerely,

Aaron Kuenzi
Seed Division Manager
503-588-7333

Our Mission: An Agricultural Cooperative Dedicated To
Innovative Solutions, Excellent Service, & Long-Term Relationships

August 23, 2023

Laura Feaster
Harrell's
5105 New Tampa Highway
Lakeland, FL 33815

Dear Ms. Feaster,

This letter will serve as confirmation that Harrell's is an authorized distributor for all products manufactured by Natural Repellents, LLC (Tick Killz).

Sincerely,

Mark Wilson
President
Natural Repellents, LLC
973-277-3904
mwilson1123@optonline.net

August 23, 2023

Letter of Authorization

Subject: Nature Safe dealership/distributor verification letter – Harrell's

To Whom It May Concern,

This letter is to verify that Harrell's is an authorized dealer/distributor of Nature Safe Fertilizers.

Please advise if additional information is required.

Sincerely,

Chuck McKenna

Regional Sales Manager, Midwest/ Northeast

859-619-4563

cmckenna@naturesafe.com

11901 S. Austin Ave.
Alsip, IL 60803

+1 (708) 377-1330

nufarm.com

August 21, 2023

Harrell's LLC
5105 New Tampa Highway
Lakeland, FL 33815

RE: Authorized Distributor of Nufarm Products

To Whom It May Concern:

We hereby certify that Harrell's LLC is an authorized distributor of Nufarm Americas Inc.'s products.

If you have any questions regarding the contents of this letter, please direct them to Michael Molchan via email at michael.molchan@nufarm.com.

Sincerely,

NUFARM AMERICAS INC.

By: *Michael F. Molchan*

Michael F. Molchan
Northeast Regional Sales Manager

© 2023 Nufarm Americas Inc.

Mary Eisner

Subject: FW: OMYA FW: Request For Vendor Authorized Distributor Letter

From: Brinkley Roberson <brinkley.roberson@omya.com>
Sent: Monday, August 21, 2023 4:43 PM
To: Laura Feaster <LFeaster@Harrells.com>
Cc: Richard Zap <richard.zap@omya.com>
Subject: RE: Request For Vendor Authorized Distributor Letter

To Whom it may Concern,

This email is to state that Harrell's is an authorized distributor of OMYA, Inc. products. These products include but are not limited to: Greenlight S, Greenlight S Prime, Greenlight S Max, Greenlight Ca, Greenlight Ca Prime, Greenlight Ca Max, Greenlight Mg, Greenlight Mg Prime, and Greenlight Mg Max.

Best regard,

Brinkley

Best Regards

Brinkley Roberson
Sales Manager

Omya Inc.
4605 Duke Drive, Suite 700
Mason, Ohio 45040
USA

Mobile: +1 910-612-8894
eMail: brinkley.roberson@omya.com
Internet: www.omya.com

Teams: Brinkley.Roberson

Data Protection

"This message contains information that may be confidential or privileged and is intended only for the individual or entity named above. No one else may disclose, copy, distribute or use the contents of this message. Unauthorized use, dissemination and duplication is strictly prohibited, and may be unlawful. All personal messages express views solely

OPC

ORGANIC PRODUCTS COMPANY

"Solving Environmental Problems with Natural Products"

August 22, 2023

Harrell's LLC
5105 New Tampa Highway
Lakeland FL 33815

Dear Laura

Organic Products Company Inc has given permission to Harrell's LLC to distribute its product lines, including but not limited to, NutriHold, NutriHold Organic and NurtiHold dry.

Harrell's LLC is also authorized to repackage and private label these products under the Earthmax name.

Sincerely

Jack M Reiner Jr
President
Organic Products Company Inc

26744 CR 33, Groveland, Florida 34736
Phone 352-326-3308 Fax 352-326-3688

BrettYoung™
PO Box 179
Clifford, Ontario N0G 1M0
www.brettyoung.ca | Toll Free: 1-844-322-5067

CANADA BEST MANAGED COMPANIES

August 22, 2023

Harrell's, LLC
5105 New Tampa Highway
Lakeland, FL, 33815

Dear Laura Feaster,

This letter is to confirm that Harrell's LLC is an authorized distributor for BrettYoung's Tru-prill® fertilizers in the state of Massachusetts.

Please feel free to contact us if further information is needed.

Regards,

Stephen Hewgill
Export Sales Representative – Brett-Young Seeds Limited

PRO•SOL

1792 Jodie Parker Rd. (36360)
P.O. Box 1589
Ozark, AL 36361-1589
Phone: 334-774-2515
Fax: 334-774-9306
www.fritinc.com

August 21, 2023

TO WHOM IT MAY CONCERN:

This letter serves as notification that Harrell's is an authorized distributor for PRO.SOL, Inc.'s products.

Please let us know if you have any questions or if we can provide further information.

Sincerely,

David W. Benefield
President

Justin S. Balich
Pure Seed
29975 S Barlow Road
Canby, OR 97013
August 3, 2023

To whom it may concern,

I'm writing this letter to let you know that Harrell's, LLC is an authorized distributor for Pure Seed.

Sincerely,

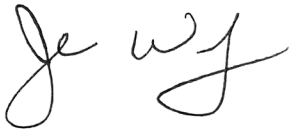
Justin S. Balich
National Sales Manager

SePRO Corporation • 11550 North Meridian Street • Suite 600 • Carmel, Indiana 46032-4565
Phone: (317) 580-8282 • Fax: (317) 580-8290

To Whom It May Concern,

This communication is to confirm Harrell's, LLC is an authorized Distributor of SePRO Corporation.

Please reach out with any specific questions.



John Wendorf
Director- SePRO Turf & Ornamentals
SePRO Corporation
johnw@sepro.com
(919) 306-5595

CONFIDENTIAL AGREEMENT - NOT FOR REPRODUCTION OR DISTRIBUTION

Dave Ravel
Head of Sales North America

Tel: 336-509-1972
Dave.Ravel
@syngenta.com

Syngenta Professional Solutions
4802 Worchester Place
Jamestown, NC 27282
www.syngenta.com

Commonwealth of Massachusetts
Strategic Sourcing
ATTN: Sorraia Tavares
1 Ashburton Place, rm 1608
Boston, MA 02108

August 22, 2023

Syngenta Authorized Channel Partner; Harrell's, LLC

To Whom it May Concern,

This is to confirm that Harrell's, LLC is an authorized distributor and agent for the Syngenta Professional Solutions product line. If you have any further questions, please feel free to contact me at 336-509-1972.

Sincerely,

Dave Ravel
Head of Sales, North America
Syngenta Professional Solutions

Tee-2-Green Corp.
123 Main Street
Anytown, CA 12345

August 21. 2023

Harrell's Inc.
5105 New Tampa Highway
Lakeland, FL 33815

To whom it may concern.

This is to confirm that Harrell's Inc. has been an authorized distributor for Tee-2-Green Corp.'s bentgrass seed products since 2015.

We are pleased with the relationship we have developed with Harrell's Inc. and look forward to continuing to work together in the future.

Sincerely,

Jodi Crosby
General Manager
TEE-2-GREEN | T2G
D: 503-263-0730 | O: 800-547-0255
F: 503-263-0745 | https://www.tee-2-green.com/
BENTGRASS. IT'S ALL WE DO.
Grower Owned Since 1973

ATTACHMENT C

SEED TECH SHEETS

Poa pratensis

Kentucky Bluegrass

JUMP START

Variety information

Description:
Jump Start is a quick establishing elite Kentucky bluegrass. It is a Unique/America hybrid with a medium dark green color, medium fine texture and good density. It has good heat tolerance, moderate drought tolerance, stays green longer than most other bluegrasses, and has quick recovery after drought and summer stress. Jump Start has great early spring green up and is resistant to billbugs, summer patch syndrome, powdery mildew, red thread, leaf spot , dollar spot, leaf rust, stripe smut, stem rust, pink snow mold and typhula blight.

Applications:
With its quick germination and establishment, Jump Start is great for sports turf use especially for overseeding existing turf areas between games on athletic fields. Jump Start has good traffic tolerance because of its high density enabling quick recovery after traffic events. Sod farm production, golf course fairways and roughs, and commercial landscaping are several other uses. Jump Start has good traffic tolerance because of its high density, enabling quick recovery after games.

Geographical Adaption:
Jump Start is adapted to the cool season zone and does well in the northern and transiton zone where Kentucky bluegrasses are used. It can be seeded at 2-3lbs /1000sq. ft.(125kg/ha) during early fall or spring. Fertilize at 3-4lb N/1000sq.ft./year (170kg/ha).

PRODUCT FEATURES

Speed of establishment	●●●●●
Drought Tolerance	●●●○○
Spring green-up	●●●●○
Salt Tolerance	●●○○○
Dollar Spot	●●●○○
Winter Color	●●●●○
Seeding Rate	2-3 lbs /1000sq. ft (125 kg/ha)

Mean establishment and turf quality ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2021 near Rolesville, NC and maintained at a 1" mowing height.

Entry	Est. 2 wk	Est. 3 wk	Turf Quality Summer	Turf Quality Mean
Right	**6.0**[1]	**7.3**	**5.7**[2]	**6.1**
Midnight	5.7	6.3	6.9	6.1
PureBlue (33% ea. New Moon, Right, Moonlight SLT)	**6.0**	**6.7**	**5.9**	**6.0**
Electric	6.0	6.7	6.3	6.0
Skye	3.7	4.0	6.5	5.9
Avalanche	3.0	5.0	6.1	5.8
Mazama	5.7	6.7	6.0	5.8
Jump Start	**6.3**	**7.7**	**4.8**	**5.7**
Bluebank	5.0	6.3	5.3	5.6
New Moon	**5.3**	**6.0**	**5.8**	**5.5**
PureBlue Elite (30% ea. Endurance, New Moon, Right)	**5.3**	**7.3**	**5.8**	**5.5**
PureBlue Elite TWCA (70% Desert Moon, 30% Jump Start)	**6.0**	**6.0**	**5.1**	**5.4**
Babe	4.3	5.7	5.1	5.4
Endurance	**4.7**	**6.3**	**5.1**	**5.3**
Paloma	3.3	4.7	5.3	5.3
Turf Blue HGT (29% Barvette HGT, 24% Barrari; 15% ea. Barimpala, Barserti, Barrister)	6.0	6.7	5.3	5.3
Desert Moon	**3.3**	**4.3**	**4.9**	**5.2**
Moonlight SLT	**6.3**	**6.7**	**4.6**	**5.2**
Blueberry	5.7	6.3	4.6	5.1
K15-172	6.0	6.0	4.4	5.1
Legend	4.7	6.0	5.4	5.1
Atlantis (27.31% Rock-It, 27.20% Quartz, 22.36% Selway, 22.28% Ashland)	5.3	5.7	4.7	5.0
Shamrock	5.7	6.0	5.1	5.0
PureBlue TWCA (35% ea. Full Moon, Tirem; 30% Harvest Moon)	**5.7**	**6.7**	**4.7**	**4.9**
Quick Blue 1 (50% ea. Jump Start, Tirem)	**5.3**	**6.7**	**4.4**	**4.9**
Denali II	4.7	6.0	4.8	4.9
Dublin	6.7	7.0	4.3	4.9
Jackrabbit	7.0	7.0	4.3	4.9
Full Moon	**4.7**	**6.0**	**4.4**	**4.8**
PureBlue Workhorse TWCA (45% ea. Full Moon, Tirem; 10% Jump Start)	**5.3**	**6.3**	**4.8**	**4.8**
Blue Ghost	3.3	4.7	4.3	4.8
Turf Blue Pro (30% ea. Barduke, Barrari, Bar PP 110358; 10% Barrister)	5.7	6.3	4.7	4.8
Harvest Moon	**6.0**	**7.0**	**4.3**	**4.6**
Quick Blue 2 (50% ea. Jump Start, Kickstart)	**5.0**	**7.0**	**4.2**	**4.6**
Dragon	6.3	7.3	4.2	4.5
Bewitched	1.7	2.3	5.0	4.3
Tirem	**4.3**	**5.3**	**4.0**	**4.1**
Diva	4.7	5.0	3.8	4.1
K20-2	3.7	5.0	2.9	4.0
K15-167	1.7	2.0	4.8	3.6
LSD (0.05)	**1.2**	**1.0**	**1.0**	**0.7**
CV (%)	**14.7**	**10.9**	**12.4**	**8.5**

[1]9 = 100% established; [2]9 = ideal

8 lb N/1000 ft^2 applied in 2022; irrigated to prevent drought stress

Entries highlighted in green are available from Pure Seed

Pure Seed entries highlighted in orange are TWCA qualified

Highlighted means are in top statistical group

Mean turf performance ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2020 near Rolesville, NC and maintained at a 1” mowing height.

Entry	Crown Rust 08 Oct 21	Winter Color 11 Feb 22	Summer Patch 2022	Turf Quality 2021	Turf Quality 2022	Turf Quality Mean
K17-182	9.0[1]	8.3[2]	4.3[1]	5.6[3]	6.3	6.0
T17-47	8.7	8.0	8.4	6.0	6.1	6.0
Right	**9.0**	**7.7**	**3.6**	**5.8**	**5.9**	**5.9**
Kickstart	**7.7**	**7.7**	**6.1**	**6.0**	**5.8**	**5.9**
Midnight	8.0	6.0	6.9	5.7	5.9	5.8
T15-44	6.7	6.3	5.9	6.1	5.6	5.8
PureBlue Elite TWCA (70% Desert Moon, 30% Jump Start)	**7.7**	**6.3**	**6.7**	**5.7**	**5.8**	**5.7**
Electric	9.0	7.7	3.6	5.5	5.9	5.7
K20-1	8.3	7.0	2.3	5.6	5.8	5.7
Bluebank	9.0	5.7	6.6	5.8	5.4	5.6
K17-187	7.7	5.3	3.7	5.2	6.1	5.6
K19-206	7.7	6.7	6.0	5.0	6.2	5.6
K19-208	7.3	6.7	5.3	5.4	5.8	5.6
Skye	7.3	5.7	7.7	5.6	5.7	5.6
TX8-56	8.7	6.7	4.3	5.3	5.7	5.5
PureBlue Elite (33% ea. Endurance, New Moon, Right)	**7.3**	**5.0**	**3.4**	**5.6**	**5.2**	**5.4**
11-7	8.7	6.0	2.4	5.4	5.4	5.4
New Moon	**7.7**	**2.7**	**4.3**	**5.3**	**5.4**	**5.3**
PureBlue Workhorse TWCA (45% ea. Full Moon, Tirem; 10% Jump Start)	**6.0**	**6.0**	**6.3**	**5.3**	**5.3**	**5.3**
Avalanche	9.0	5.3	5.5	5.2	5.5	5.3
Prosperity	6.0	2.3	2.5	6.1	4.4	5.3
Turf Blue HGT (29.38% Barvette HGT, 24.49% Barrari, 14.72% Barimpala; 14.71% ea. Baserati, Barrister)	8.7	5.3	8.4	5.6	5.0	5.3
Harvest Moon	**8.3**	**7.0**	**3.7**	**5.0**	**5.4**	**5.2**
K20-3	9.0	6.7	3.8	5.1	5.3	5.2
Legend	7.7	5.0	5.5	5.5	4.8	5.2
Mazama	9.0	4.7	6.6	5.7	4.7	5.2
Super Moon	**8.7**	**5.3**	**6.0**	**4.7**	**5.4**	**5.1**
Desert Dream	**9.0**	**4.7**	**3.0**	**5.0**	**5.2**	**5.1**
Atlantis (27.31% Rock-It, 27.20% Quartz, 22.36% Selway, 22.28% Ashland)	8.3	6.0	4.5	5.0	5.2	5.1
K13-140	7.7	5.7	5.8	5.0	5.2	5.1
Desert Moon	**7.7**	**4.0**	**8.4**	**5.1**	**5.0**	**5.0**
Blueberry	7.7	4.3	3.7	5.3	4.7	5.0
Dublin	8.0	7.7	3.3	4.8	5.1	5.0
K15-163A	7.3	6.0	2.9	5.0	4.8	4.9
K15-172	7.3	4.0	5.2	4.6	5.1	4.9
Endurance	**8.0**	**5.3**	**3.8**	**4.5**	**4.9**	**4.7**
PureBlue (25% ea. Endurance, Full Moon, Moonlight SLT, Tirem)	**8.3**	**5.0**	**2.8**	**4.7**	**4.7**	**4.7**
Cutting Edge	8.3	5.7	1.3	4.5	4.8	4.7
K19-204	6.3	4.0	6.6	4.0	5.3	4.6
Shamrock	7.3	4.7	4.0	4.5	4.7	4.6

Mean turf performance ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2020 near Rolesville, NC and maintained at a 1” mowing height (Cont’d).

Entry	Crown Rust 08 Oct 21	Winter Color 11 Feb 22	Summer Patch 2022	Turf Quality 2021	Turf Quality 2022	Turf Quality Mean
Moonlight SLT	**8.3**	**3.7**	**1.2**	**5.0**	**3.9**	**4.4**
Turf Blue Pro (30% ea. Barduke, Barrari, Baserati, 10% Barrister)	7.7	5.3	5.1	4.4	4.2	4.3
K15-167	6.3	2.3	5.4	4.5	3.9	4.2
K19-201	5.7	4.0	3.5	4.0	4.2	4.1
K20-4	2.3	6.0	4.6	3.8	4.5	4.1
Tirem	**8.3**	**5.7**	**3.2**	**3.8**	**4.2**	**4.0**
K20-5	4.0	7.7	3.3	3.4	4.5	4.0
K18-198	3.0	2.3	1.3	3.9	3.7	3.8
Diva	7.0	4.0	1.8	3.8	3.6	3.7
Bewitched	6.7	3.0	2.8	4.5	2.6	3.6
K16-178	5.0	5.7	2.3	3.4	3.8	3.6
K18-197	5.7	5.0	5.8	3.3	3.9	3.6
K20-2	8.7	4.0	1.3	3.7	3.3	3.5
K18-199	4.7	3.7	1.3	3.7	3.0	3.4
K19-202	7.0	4.3	3.6	3.3	3.4	3.3
Full Moon	**6.0**	**7.0**	**6.5**	**2.6**	**3.5**	**3.1**
K16-179	6.7	4.3	3.4	3.0	2.8	2.9
LSD (0.05)	**2.0**	**2.0**	**2.0**	**1.1**	**1.0**	**0.9**
CV (%)	**17.1**	**23.6**	**29.0**	**14.8**	**13.1**	**12.2**

[1]9 = no disease; [2]9 = dark green; [3]9 = ideal
4 lb N/1000 ft^2 applied in 2022; irrigated to prevent drought stress
Entries highlighted in green are available from Pure Seed
Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

Mean establishment and turf quality ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2021 (Blk 10) near Hubbard, OR and maintained at a 0.5" mowing height.

Entry	Establishment 3 wk	Turf Quality Mean
New Moon	**6.0**[1]	**6.8**[2]
11-7	5.7	6.8
Endurance	**5.7**	**6.6**
K15-167	5.0	6.6
PureBlue (33% ea. New Moon, Right, Moonlight SLT)	**6.7**	**6.5**
Electric	7.3	6.5
PureBlue TWCA (35% ea. Full Moon, Tirem; 30% Harvest Moon)	**6.3**	**6.3**
Right	**7.3**	**6.3**
Lunar	4.0	6.3
Desert Moon	**6.3**	**6.2**
K15-172	7.3	6.2
Prosperity	6.3	6.2
Harvest Moon	**7.3**	**6.1**
K20-2	5.0	6.1
Jump Start	**7.0**	**6.0**
Moonlight SLT	**6.0**	**6.0**
Quick Blue 1 (50% ea. Jump Start, Tirem)	**6.7**	**6.0**
Paloma	5.0	6.0
Avalanche	5.0	5.9
Dublin	6.3	5.9
Full Moon	**6.0**	**5.8**
Krypton	7.7	5.7
Bewitched	5.0	5.6
Jackrabbit	8.0	5.6
Babe	6.7	5.5
Quick Blue 2 (50% ea. Jump Start, Kickstart)	**8.0**	**5.4**
Blue Ghost	5.7	5.4
Milagro	7.0	5.4
Midnight	5.0	5.3
Tumalo	4.3	5.3
Denali II	7.0	5.2
Dragon	7.0	5.1
Kenblue	7.7	4.1
LSD (0.05)	**1.1**	**0.5**
CV (%)	**11.0**	**5.4**

[1]9 = 100% established; [2]9 = ideal

6 lb N/1000 ft^2 applied in 2022; irrigated to prevent drought stress

Entries highlighted in green are available from Pure Seed

Pure Seed entries highlighted in orange are TWCA qualified

Highlighted means are in top statistical group

Mean winter color and turf quality ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2020 (Blk 4) near Hubbard, OR and maintained at a 1" mowing height.

Entry	Winter Color		Turf Quality		
	17 Feb 21	17 Feb 22	2021	2022	Mean
K13-140	6.0[1]	7.0	7.6[2]	6.8	7.2
New Moon	**7.0**	**4.3**	**7.3**	**6.8**	**7.1**
T17-47	9.0	8.7	7.2	6.9	7.1
TX8-56	6.3	6.7	7.3	7.0	7.1
K19-201	6.0	5.7	7.4	6.6	7.0
K20-3	6.0	6.0	7.6	6.4	7.0
PureBlue Elite TWCA (70% Desert Moon, 30% Jump Start)	**8.0**	**7.7**	**7.2**	**6.6**	**6.9**
K20-1	3.0	5.3	6.9	6.9	6.9
K20-2	3.7	4.0	7.2	6.6	6.9
K15-172	4.0	5.7	6.7	6.9	6.8
K17-182	8.0	8.3	7.2	6.4	6.8
K17-187	3.7	4.3	7.2	6.3	6.8
11-7	7.3	6.0	7.1	6.4	6.7
Moonshine	5.7	6.0	6.3	7.0	6.7
Desert Dream	**7.0**	**6.3**	**7.3**	**5.9**	**6.6**
Kickstart	**8.7**	**8.0**	**6.3**	**6.3**	**6.6**
Electric	5.3	7.7	6.4	6.9	6.6
Mazama	5.0	6.3	6.6	6.7	6.6
Prosperity	7.3	4.7	6.8	6.5	6.6
T15-44	8.3	8.0	6.3	6.3	6.6
Right	**6.3**	**7.3**	**6.7**	**6.3**	**6.5**
Dublin	7.3	8.3	6.6	6.4	6.5
K19-206	5.0	5.7	7.1	5.9	6.5
K19-208	6.0	7.0	6.7	6.2	6.5
Ridgeline	8.7	6.3	6.6	6.4	6.5
PureBlue Elite (33% ea. Endurance, New Moon, Right)	**6.0**	**6.0**	**6.9**	**6.0**	**6.4**
Tirem	**6.0**	**6.3**	**6.3**	**6.4**	**6.4**
K15-167	4.3	6.0	6.4	6.3	6.4
K19-202	4.0	5.3	6.4	6.3	6.4
K19-204	5.0	5.3	6.6	6.1	6.4
Pivot	6.3	6.3	6.1	6.8	6.4
Skye	5.0	5.7	6.3	6.4	6.4
Desert Moon	**6.0**	**6.7**	**6.7**	**5.8**	**6.3**
PureBlue Workhorse TWCA (45% ea. Full Moon, Tirem; 10% Jump Start)	**7.0**	**7.3**	**6.3**	**6.3**	**6.3**
Avalanche	8.3	7.3	6.5	6.0	6.3
K18-197	4.3	6.0	5.9	6.7	6.3
Legend	6.0	6.7	6.3	6.3	6.3
Lunar	5.7	6.7	6.4	6.2	6.3
Shamrock	5.3	6.7	6.0	6.6	6.3
Harvest Moon	**6.3**	**6.3**	**6.5**	**5.8**	**6.2**
Moonlight SLT	**6.7**	**5.0**	**6.8**	**5.7**	**6.2**
PureBlue (25% ea. Endurance, Full Moon, Moonlight SLT, Tirem)	**6.3**	**5.7**	**6.4**	**6.1**	**6.2**
Bewitched	5.0	6.7	6.3	6.1	6.2
Limousine	5.0	4.3	6.5	5.8	6.2
Super Moon	**8.7**	**7.0**	**6.3**	**5.9**	**6.1**
Bluebank	6.0	7.7	6.3	5.9	6.1
K20-5	6.7	7.0	5.8	6.3	6.0
Midnight	5.0	7.3	6.2	5.8	6.0
Endurance	**5.3**	**6.0**	**5.8**	**6.1**	**5.9**
K15-163A	7.3	6.7	6.1	5.7	5.9
K18-199	6.3	4.3	6.1	5.6	5.9
Sonora	5.0	6.7	5.7	6.2	5.9
Turf Blue HGT (29% Barvette HGT, 24% Barrari, 15% ea. Barimpala; Barserti, Barrister)	6.0	7.7	6.1	5.7	5.9
Full Moon	**6.3**	**7.0**	**5.4**	**6.1**	**5.8**
Atlantis (27.31% Rock-It, 27.20% Quartz, 22.36% Selway, 22.28% Ashland)	5.3	5.7	6.2	5.3	5.8
Cutting Edge	7.0	6.3	6.4	5.2	5.8

Mean winter color and turf quality ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2020 (Blk 4) near Hubbard, OR and maintained at a 1" mowing height (Cont'd).

Entry	Winter Color		Turf Quality		
	17 Feb 21	17 Feb 22	2021	2022	Mean
Markus	6.7	3.7	6.7	4.9	5.8
Blueberry	4.7	5.7	5.3	6.0	5.7
Sunray	5.3	3.7	5.8	5.6	5.7
Bonaire	5.0	6.0	4.9	6.1	5.5
Diva	4.7	4.3	6.1	4.9	5.5
Limerick	5.0	5.0	5.9	5.1	5.5
K20-4	6.3	6.3	5.8	5.1	5.4
K18-198	4.7	6.3	4.8	5.7	5.3
Merit	4.7	4.3	5.4	5.1	5.3
Ginney II	4.3	6.7	4.9	5.4	5.2
LSD (0.05)	**1.2**	**1.3**	**0.8**	**0.6**	**0.5**
CV (%)	**12.7**	**12.8**	**7.8**	**5.7**	**5.0**

[1]9 = dark green; [2]9 = ideal
4 lb N/1000 ft^2 applied in 2022
Entries highlighted in green are available from Pure Seed
Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

2022 mean drought stress ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2020 (Blk 4) near Hubbard, OR and maintained at a 1" mowing height.

Entry	% Green Cover 27 July	Recovery 31 Aug
Tirem	**22.2**[1]	**7.3**[2]
PureBlue Elite TWCA (70% Desert Moon, 30% Jump Start)	**21.2**	**7.0**
Lunar	**21.1**	6.0
Ridgeline	**19.5**	5.3
PureBlue Workhorse TWCA (45% ea. Full Moon, Tirem; 10% Jump Start)	**19.3**	**6.7**
Electric	**18.7**	7.0
Sonora	**18.0**	5.3
Full Moon	**17.3**	**5.3**
Mazama	**17.2**	6.0
Moonshine	**17.0**	7.0
Legend	**16.4**	5.3
Prosperity	**14.6**	5.3
Shamrock	**14.4**	6.7
T17-47	**14.1**	6.0
K18-197	**14.1**	5.3
K15-167	**14.1**	4.3
Diva	**13.3**	5.0
K20-2	**12.5**	6.7
New Moon	**12.5**	**4.3**
Limerick	**12.3**	3.0
K18-199	**12.2**	4.7
K20-3	**11.8**	5.0
TX8-56	**11.6**	5.3
Super Moon	**11.3**	**5.0**
K20-1	**11.1**	6.0
Kickstart	**11.1**	**5.3**
K19-202	**10.8**	5.0
T15-44	**10.7**	5.3
Desert Dream	**10.5**	**2.7**
K19-201	**10.1**	5.7
Merit	**10.1**	4.3
PureBlue (25% ea. Endurance, Full Moon, Moonlight SLT, Tirem)	**10.0**	**5.0**
Skye	**9.9**	5.7
K15-163A	**9.2**	4.7
Bluebank	**9.1**	4.0
11-7	**8.8**	3.3
K15-172	**8.7**	6.0
K17-182	**7.6**	3.7
Turf Blue HGT (29.38% Barvette HGT, 24.49% Barrari, 14.7% ea. Barimpala; Barserti, Barrister)	**7.4**	6.3
Kenblue	**7.4**	5.3

2022 mean drought stress ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2020 (Blk 4) near Hubbard, OR and maintained at a 1" mowing height (Cont'd).

Entry	% Green Cover 27 July	Recovery 31 Aug
K19-204	**7.4**	5.0
Bonaire	**7.1**	6.0
Bewitched	**7.0**	6.7
Blueberry	**6.6**	5.7
Dublin	**6.6**	2.0
Cutting Edge	**6.4**	2.3
PureBlue Elite (33% ea. Endurance, New Moon, Right)	**6.3**	**5.0**
Pivot	**6.3**	4.7
Endurance	**6.2**	**2.7**
Midnight	**6.2**	1.7
Atlantis (27.31% Rock-It, 27.20% Quartz, 22.36% Selway, 22.28% Ashland)	**5.7**	4.0
Ginney II	**5.3**	2.3
K13-140	**5.2**	3.7
Desert Moon	**5.1**	**4.0**
K20-5	**4.3**	2.3
Sunray	**3.9**	2.0
Avalanche	**3.3**	3.7
K20-4	**3.2**	2.7
K19-206	**3.0**	4.7
Moonlight SLT	**2.7**	**2.7**
K17-187	**2.5**	4.7
K19-208	**2.2**	4.0
Harvest Moon	**1.5**	**1.7**
Right	**1.3**	**3.3**
K18-198	**1.3**	2.7
Limousine	**0.9**	1.0
Markus	**0.6**	1.0
LSD (0.05)	**7.9**	**1.7**
CV (%)	**51.0**	**23.6**

[1]evaluated using digital image analysis
[2]9 = 100% recovered
Entries highlighted in green are available from Pure Seed; Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

Mean turf performance ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2019 (Blk 2) near Hubbard, OR and maintained at a 1” mowing height.

Entry	Winter Color		Billbug Damage	Turf Quality			
	19 Feb 21	15 Feb 22	15 July 21	2020	2021	2022	Mean
K17-182	8.0[1]	8.3	7.7[2]	7.2[3]	6.1	7.0	6.8
K15-169	7.0	6.0	6.3	6.8	5.6	6.6	6.4
TX8-56	5.0	6.0	7.3	6.8	5.7	6.5	6.4
Blue Star	5.3	5.0	7.3	6.1	6.1	6.7	6.3
K19-208	6.0	7.0	7.3	6.2	5.9	6.7	6.3
Electric	4.7	6.7	8.0	6.6	5.8	6.3	6.2
K18-197	7.3	6.0	6.7	6.6	5.7	6.1	6.2
Mazama	5.3	6.7	7.7	6.4	5.9	6.2	6.2
Jackrabbit	6.7	6.7	5.3	6.3	5.7	6.3	6.1
Prosperity	6.0	5.0	8.0	6.7	5.5	5.9	6.1
Jump Start	**7.3**	**7.0**	**5.0**	**6.5**	**5.3**	**6.3**	**6.0**
Kickstart	**6.0**	**7.0**	**6.3**	**6.4**	**5.4**	**6.1**	**6.0**
Tirem	**5.7**	**5.7**	**6.7**	**5.8**	**5.8**	**6.3**	**6.0**
Midnight	3.7	7.3	7.3	6.3	5.3	6.4	6.0
T15-44	6.0	7.0	6.7	6.3	5.6	6.1	6.0
T17-47	7.0	6.3	5.3	6.2	5.7	6.0	6.0
Desert Dream	**5.0**	**5.0**	**5.0**	**7.3**	**5.1**	**5.5**	**5.9**
New Moon	**4.3**	**5.3**	**7.3**	**7.2**	**5.1**	**5.5**	**5.9**
11-7	6.0	5.3	4.0	7.0	5.4	5.3	5.9
K15-163A	6.0	6.7	6.7	6.6	5.3	5.9	5.9
K16-178	7.0	7.7	4.0	6.0	5.4	6.3	5.9
K19-201	3.7	6.0	5.7	7.2	4.9	5.5	5.9
Full Moon	**6.7**	**7.3**	**6.3**	**5.4**	**5.7**	**6.3**	**5.8**
Right	**5.7**	**6.3**	**6.3**	**6.5**	**5.4**	**5.6**	**5.8**
Avalanche	6.0	6.7	2.7	6.8	4.8	5.7	5.8
K13-140	7.0	6.3	4.7	5.9	5.4	5.9	5.8
K15-172	5.3	5.0	4.7	6.6	5.2	5.7	5.8
K19-206	5.0	5.7	6.3	6.6	5.1	5.7	5.8
Orion	4.7	6.7	4.7	6.3	5.0	6.0	5.8
Sonora	5.3	6.0	6.7	5.5	5.7	6.1	5.8
Desert Moon	**4.3**	**5.7**	**3.3**	**6.6**	**5.4**	**5.1**	**5.7**
Harvest Moon	**6.0**	**6.7**	**2.3**	**6.9**	**4.8**	**5.4**	**5.7**
Super Moon	**5.7**	**7.0**	**7.0**	**5.5**	**5.3**	**6.4**	**5.7**
K17-187	3.0	4.7	5.7	7.0	5.1	5.1	5.7
Endurance	**6.0**	**5.3**	**4.0**	**6.2**	**5.2**	**5.3**	**5.6**
Bluebank	6.0	6.0	3.7	6.2	5.1	5.6	5.6
Denali II	5.0	6.7	5.3	5.9	5.2	5.8	5.6
K19-202	3.3	4.3	5.7	6.0	5.2	5.5	5.6
K19-204	4.3	6.0	5.7	6.1	5.1	5.7	5.6
K8-76NO	2.3	2.7	8.0	6.2	5.4	5.2	5.6
Pivot	5.3	5.0	6.3	5.8	5.1	6.1	5.6
Ridgeline	6.7	6.7	3.7	6.2	5.2	5.4	5.6
Bewitched	5.0	5.7	6.7	5.0	5.5	6.0	5.5
Cutting Edge	5.0	5.7	5.0	6.5	4.7	5.2	5.5
K16-179	6.3	6.3	5.0	6.4	4.9	5.3	5.5
K17-191	6.3	5.7	3.7	6.0	5.0	5.5	5.5
K15-167	3.7	4.3	4.0	6.9	4.7	4.7	5.4
K17-185	3.7	4.7	8.0	6.2	4.8	5.1	5.4
K17-194	4.0	5.3	5.7	6.3	4.8	5.3	5.4
Blue Ghost	5.3	5.7	4.0	5.4	4.9	5.5	5.3
K17-193	4.0	4.7	6.0	6.0	4.8	5.0	5.3
K17-192	5.7	5.3	5.0	5.8	4.6	4.9	5.1
Lunar	4.7	4.3	6.3	5.7	4.8	4.9	5.1
Moonlight SLT	**5.0**	**6.0**	**4.3**	**5.3**	**4.8**	**4.9**	**5.0**
K18-199	6.0	5.0	5.7	5.2	4.8	5.0	5.0
Milagro	6.0	5.0	5.3	5.2	4.8	5.0	5.0

Mean turf performance ratings for entries in a Kentucky bluegrass turf trial seeded fall of 2019 (Blk 2) near Hubbard, OR and maintained at a 1” mowing height (Cont’d).

Entry	Winter Color 19 Feb 21	Winter Color 15 Feb 22	Billbug Damage 15 July 21	Turf Quality 2020	Turf Quality 2021	Turf Quality 2022	Mean
Sunray	4.0	5.0	5.7	5.6	4.4	5.0	5.0
K18-198	4.3	4.0	5.0	5.5	4.6	4.6	4.9
Diva	4.3	4.3	7.7	4.8	4.7	5.0	4.8
Lucky Star	1.3	2.3	4.3	5.4	3.6	3.5	4.2
Kenblue	5.0	4.0	6.7	4.0	3.8	4.1	4.0
LSD (0.05)	**1.4**	**1.2**	**1.8**	**0.7**	**0.7**	**1.0**	**0.6**
CV (%)	**16.4**	**13.0**	**19.2**	**6.7**	**8.2**	**10.6**	**6.2**

[1]9 = dark green; [2]9 = no damage; [3]9 = ideal
0.5 lb N/1000 ft^2 applied in 2022
Entries highlighted in green are available from Pure Seed
Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

Kentucky Bluegrass Shade Turf Trial 2022 Year
End Data

Location: Pure Seed Testing (Canby, OR)

Cooperator: Crystal Fricker

SPONSOR	CULTIVAR	Percent Cover 2022	Turf Quality 2022
PST	K15-168	96.45	7.92
PST	K19-201	96.98	7.83
PST	K17-187	95.97	7.83
PST	Harvest Moon	92.33	7.83
PST	Right	93.01	7.58
NTR	AKB3869	97.35	7.58
PST	New Moon	95.77	7.33
PST	Desert Dream	94.98	7.25
PST	T17-49	90.37	7.17
NTR	Valley View	91.95	7.17
PST	K20-3	94.79	7.08
PST	K19-202	88.41	7.00
PST	K20-1	96.13	7.00
PST	K19-204	97.88	6.92
PST	Super Moon	92.90	6.83
PST	K13-140	91.07	6.83
PST	K19-206	83.75	6.75
NTR	En Gedi	94.37	6.75
NTR	AKB3201	94.06	6.67
NTR	AKB2949	91.59	6.58
DLF	A14-417	95.48	6.58
PST	K19-208	94.56	6.58
PST	K19-207	86.06	6.50
PST	Tirem	89.59	6.50
PST	K17-182	87.10	6.33
NTR	AKB2543	94.84	6.33
PST	K21-6	82.77	6.33
NTR	AKB3548	95.33	6.08
PST	T17-47	86.73	6.08
PST	K17-188AD	88.92	6.00
PST	K18-199	96.63	5.92
NTR	AKB3216	90.62	5.83
PST	TX8-56	81.81	5.75
PST	K20-4	89.29	5.67
PST	K18-197	93.93	5.67
NTR	AKB3179	90.55	5.67
NTR	AKB3363	88.75	5.67
NTR	AKB2769	89.08	5.67
PST	K16-178	75.69	5.58
NTR	Delta Blue	83.94	5.58
NAg	NAI-15-90	84.63	5.50
SS	NAI-19-181	84.16	5.42
NTR	AKB2403	85.33	5.33
NAg	Jersey	93.17	5.33
NTR	AKB3125	88.77	5.25
SS	NAI-19-90	92.42	5.25
SS	NAI-19-166	90.45	5.25
NTR	AKB2836	89.45	5.00
NTR	AKB2313	86.92	5.00
PPG	A19-1	80.42	4.92
PST	K15-163A	75.05	4.92
PPG	A18-7	79.07	4.83
SS	Skye	79.91	4.83
SS	NAI-19-190 LS	86.01	4.83
NTR	Ridgeline	92.76	4.75
DLF	A10-5	76.15	4.75
DLF	A12-3	91.08	4.75
NTR	Tejas	81.55	4.67
SS	NAI-19-164	88.24	4.67
NTR	AKB3593	91.75	4.58
DLF	Fielder	75.71	4.50
DLF	A19-4	91.32	4.50
NTR	AKB3208	90.04	4.42
PPG	Bolt	74.37	4.42
DLF	A11-49	92.68	4.42
NTR	AKB2795	77.52	4.33
NTR	AKB1658	86.21	4.33
NAg	NAI-19-92	85.64	4.25
PST	K19-203	70.03	4.25
SS	NAI-19-125	82.15	4.25
NAg	NAI-19-64	66.31	4.25
NAg	NAI-19-45	80.30	4.17
NAg	NAI-19-58	77.63	4.17
PPG	A19-16	77.64	4.17
PPG	A18-9	67.31	4.08
NTR	AKB2733	73.30	4.08
DLF	A15-480	83.54	4.08
SS	Wildhorse	70.62	4.00
NAg	NAI-19-179	76.63	4.00
PPG	A12-266	75.54	4.00
NTR	AKB3456	71.18	3.92
DLF	Mercury	84.95	3.92
NAg	NAI-19-42	78.46	3.92
GOR	T14-37	86.65	3.92
DLF	SR 2284	74.42	3.83
DLF	Martha	78.11	3.83
SS	NAI-19-188 LS	79.59	3.83
DLF	A17-4	64.62	3.75
NTR	Mallard	87.05	3.75
DLF	A05-361	83.92	3.75
NAg	Shamrock	79.71	3.75
DLF	SR 2150	82.01	3.75
NTR	Geronimo	71.43	3.67
DLF	A15-8	56.97	3.67
DLF	A12-2	80.43	3.58
PPG	A20-13	85.86	3.58
DLF	A12-1	74.21	3.50
NAg	NAI-17-49	66.16	3.50
SS	Isabel	52.87	3.33
SS	SEKB-4272	78.16	3.33
PPG	Acoustic	68.28	3.25
PST	T15-44	44.79	3.25
PPG	A17-869	65.55	3.25
NTR	AKB1565	69.81	3.17
NTR	AKB3605	64.28	3.08
SS	Kelly	53.98	3.08
PPG	A20-10	61.09	3.00
PPG	A20-12	43.63	2.92
NTR	Deja Blue	64.58	2.83
DLF	A15-7	39.10	2.83
NAg	NAI-17-4	28.17	2.50
PST	T15-42	61.21	2.50
SS	NAI-19-83	59.52	2.50
NAg	Kenblue	18.00	1.75
GOR	GO-KB20-1	26.69	1.42

2022 Average Percent Cover = (1 rating)

2022 Average Turf Quality = (4 ratings)

Kentucky Bluegrass Turf Trial 2022 Year
End Data

Location: University of Tennessee (Knoxville, TN)

Cooperator: Dr. John Sorochan

SPONSOR	CULTIVAR	Percent Green Cover 2022	DGCI 2022	Turf Quality 2022
PST	K19-208	93.51	0.29	7.91
PST	K17-187	90.87	0.28	7.70
DLF	Martha	94.13	0.32	7.57
PST	K17-182	93.13	0.30	7.53
NTR	AKB3605	90.15	0.27	7.49
SS	NAI-19-83	91.50	0.30	7.41
PST	Right	91.37	0.30	7.36
PST	T15-44	94.01	0.30	7.34
PST	Tirem	93.17	0.32	7.27
DLF	A17-4	90.58	0.31	7.21
NTR	AKB3548	89.95	0.30	7.20
PST	K15-163A	89.19	0.30	7.20
DLF	A19-4	90.10	0.31	7.16
PPG	A18-7	89.84	0.31	7.15
DLF	Mercury	93.15	0.32	7.14
SS	NAI-19-90	92.66	0.31	7.13
PPG	Acoustic	89.83	0.31	7.12
PST	K19-206	88.06	0.30	7.12
NTR	Delta Blue	89.02	0.31	7.12
PST	Harvest Moon	91.70	0.31	7.12
PST	New Moon	89.49	0.31	7.11
NTR	AKB3869	84.84	0.26	7.11
PPG	A19-16	93.70	0.32	7.10
NTR	AKB3363	89.58	0.31	7.04
PST	K19-201	88.08	0.29	7.03
SS	NAI-19-181	88.87	0.30	7.00
NAg	NAI-19-58	88.38	0.30	6.99
NTR	AKB2836	91.17	0.32	6.92
PPG	A18-9	87.51	0.31	6.91
NTR	AKB3593	90.49	0.31	6.90
NAg	NAI-17-49	91.07	0.32	6.89
DLF	A12-2	89.92	0.32	6.88
DLF	SR 2284	91.81	0.33	6.87
NTR	Valley View	90.58	0.32	6.86
NAg	NAI-19-45	91.56	0.32	6.86
NAg	NAI-19-92	91.85	0.32	6.84
SS	SEKB-4272	88.91	0.31	6.84
NTR	AKB1565	87.95	0.31	6.82
DLF	A15-8	91.60	0.32	6.82
PST	T17-47	90.81	0.32	6.82
SS	Isabel	91.72	0.33	6.79
PPG	A20-12	89.86	0.32	6.79
PST	K17-188AD	92.83	0.33	6.78
PST	K21-6	87.73	0.31	6.78
SS	NAI-19-188 LS	92.03	0.33	6.77
DLF	Fielder	88.45	0.32	6.76
DLF	A05-361	90.61	0.32	6.74
NTR	AKB2733	86.27	0.32	6.74
DLF	SR 2150	91.51	0.34	6.73
PPG	Bolt	92.43	0.35	6.71
PST	Super Moon	90.12	0.33	6.70
NAg	Jersey	90.46	0.32	6.68
PST	K19-204	86.50	0.31	6.68
GOR	T14-37	84.50	0.31	6.68
NTR	Deja Blue	93.16	0.35	6.66
PST	T15-42	92.09	0.31	6.66
PST	K20-1	91.81	0.34	6.65
DLF	A12-1	88.57	0.33	6.63
NTR	AKB3125	89.45	0.32	6.62
NTR	AKB3208	89.07	0.32	6.62
NTR	AKB3201	89.81	0.33	6.62

SPONSOR	CULTIVAR	Percent Green Cover 2022	DGCI 2022	Turf Quality 2022
DLF	A12-3	87.77	0.33	6.61
NTR	AKB1658	87.61	0.32	6.59
NTR	AKB2769	88.24	0.33	6.59
PPG	A12-266	89.03	0.34	6.59
NTR	AKB2313	84.14	0.30	6.57
PST	K13-140	89.06	0.32	6.57
SS	NAI-19-166	89.43	0.33	6.56
NAg	NAI-15-90	89.94	0.33	6.55
NAg	NAI-17-4	88.04	0.33	6.54
NAg	Shamrock	90.08	0.33	6.54
DLF	A11-49	88.40	0.34	6.53
PPG	A20-10	88.47	0.33	6.46
NTR	Geronimo	89.75	0.33	6.45
PPG	A17-869	89.98	0.33	6.45
NAg	Kenblue	88.71	0.33	6.44
NTR	AKB2949	88.57	0.33	6.44
SS	NAI-19-125	89.06	0.34	6.42
PST	K19-207	78.14	0.29	6.41
PST	Desert Dream	89.76	0.34	6.41
NTR	En Gedi	87.84	0.31	6.40
NAg	NAI-19-179	89.03	0.33	6.39
DLF	A14-417	90.38	0.35	6.39
SS	NAI-19-190 LS	88.38	0.34	6.38
PST	K20-4	85.49	0.33	6.37
SS	Skye	86.12	0.32	6.35
SS	Wildhorse	87.04	0.33	6.35
DLF	A15-7	82.66	0.31	6.34
DLF	A15-480	88.27	0.33	6.34
PST	K19-202	79.17	0.30	6.34
PST	K19-203	86.86	0.34	6.32
PPG	A20-13	86.08	0.32	6.31
SS	Kelly	88.64	0.34	6.31
NTR	Tejas	90.18	0.33	6.31
NAg	NAI-19-64	90.07	0.34	6.31
PST	K18-199	85.47	0.32	6.30
DLF	A10-5	86.44	0.34	6.29
NTR	Mallard	86.63	0.34	6.25
PST	K18-197	86.04	0.31	6.23
PPG	A19-1	86.45	0.34	6.16
PST	K16-178	80.74	0.32	6.14
NTR	Ridgeline	86.35	0.35	6.09
PST	T17-49	74.07	0.30	6.07
NTR	AKB2403	80.33	0.31	6.07
PST	TX8-56	79.95	0.31	6.06
PST	K15-168	79.09	0.32	6.00
NTR	AKB2795	85.63	0.35	6.00
PST	K20-3	84.60	0.33	5.93
NTR	AKB3179	83.47	0.33	5.90
NTR	AKB3456	84.69	0.36	5.87
NTR	AKB3216	88.11	0.36	5.84
GOR	GO-KB20-1	81.15	0.34	5.76
NAg	NAI-19-42	76.13	0.34	5.61
SS	NAI-19-164	76.65	0.34	5.61
NTR	AKB2543	76.93	0.33	5.50
PST	T15-43	82.07	0.39	5.22
PST	K15-169	72.64	0.36	4.91

2022 Average Percent Green Cover = (12 ratings) 2022 Average DGCI = (12 ratings)

2022 Average Turf Quality = (12 ratings)

CTBT: 2021 Trial - 21CTPP28

Kentucky Bluegrass Low Mow Turf Trial 2022 Year End Data

Location: Pure Seed Testing (Canby, OR)

Cooperator: Crystal Fricker

SPONSOR	CULTIVAR	Establishment 2022	Scalping 2022	Stem Rust 2022	Turf Quality 2022
NTR	AKB2403	5.67	6.33	7.33	7.18
PST	K17-182	5.67	6.33	7.33	6.96
NAg	NAI-19-92	5.00	5.67	8.00	6.89
SS	NAI-19-90	5.33	6.33	7.33	6.85
PST	K19-202	3.33	5.33	6.67	6.81
DLF	Martha	5.00	7.67	8.00	6.78
PPG	A18-7	6.00	7.67	7.33	6.67
GOR	T14-37	5.33	7.33	6.33	6.67
PST	K19-208	5.33	6.00	6.00	6.67
PST	K20-1	6.33	6.67	6.33	6.63
PST	K19-201	4.67	7.33	6.33	6.59
DLF	A14-417	4.67	5.67	6.67	6.56
PST	Right	6.67	5.00	6.33	6.55
NTR	Delta Blue	5.33	5.00	6.67	6.52
PST	K19-206	5.67	6.67	7.33	6.52
DLF	A11-49	5.00	8.33	5.67	6.52
NTR	AKB3125	6.00	6.33	6.67	6.48
PST	K20-3	5.00	7.00	7.00	6.48
PST	T17-49	4.33	5.67	6.67	6.48
PST	TX8-56	5.33	7.00	7.00	6.48
NTR	AKB2313	4.67	4.33	5.67	6.48
PST	K19-207	4.00	6.33	3.67	6.44
PST	K15-168	4.33	6.00	7.67	6.41
NTR	AKB3548	4.33	6.00	5.00	6.41
NTR	AKB3179	5.67	5.67	6.33	6.41
PST	K17-187	5.67	5.67	6.00	6.41
PST	New Moon	4.67	8.00	4.67	6.37
PST	K21-6	4.00	5.00	5.33	6.37
PST	K13-140	4.67	6.67	7.67	6.37
NTR	Mallard	5.67	8.00	7.67	6.33
NTR	AKB2543	5.33	6.00	5.67	6.33
NTR	AKB3869	6.00	7.00	6.00	6.30
PST	T17-47	6.33	5.33	6.00	6.30
NTR	AKB3593	4.67	6.00	7.00	6.30
DLF	SR 2150	7.00	6.33	4.67	6.30
PST	Desert Dream	6.00	7.67	5.67	6.26
NTR	AKB3216	6.00	6.33	6.00	6.26
NTR	AKB2949	5.33	6.00	7.67	6.22
PPG	A19-1	6.67	5.33	5.67	6.15
PST	K18-197	4.67	6.00	6.00	6.11
PST	T15-44	6.00	5.33	4.67	6.11
NAg	NAI-19-58	6.33	5.33	6.00	6.11
NAg	Jersey	6.00	4.00	5.33	6.11
PST	K17-188AD	5.33	6.67	5.67	6.11
PST	K19-204	3.67	5.67	6.67	6.08
PST	Harvest Moon	7.00	7.00	7.00	6.08
NTR	AKB1565	6.67	5.67	6.67	6.07
PPG	Bolt	7.33	5.67	5.33	6.07
SS	Isabel	7.00	6.67	1.33	6.04
NTR	Tejas	6.00	4.33	5.67	6.04
NTR	AKB2836	4.33	6.00	6.33	6.04
NTR	AKB3363	5.00	4.33	6.00	6.03
PST	K15-163A	5.67	5.00	4.00	6.00
SS	Skye	5.33	6.67	5.33	5.96
NTR	AKB3208	4.33	5.67	5.33	5.96
NTR	Valley View	5.33	5.67	5.67	5.93
PPG	A19-16	6.67	5.33	6.33	5.93
NTR	AKB3201	3.67	8.00	7.00	5.89

SPONSOR	CULTIVAR	Establishment 2022	Scalping 2022	Stem Rust 2022	Turf Quality 2022
PST	K16-178	6.00	5.33	7.00	5.89
DLF	A15-7	4.33	5.67	7.00	5.85
PST	T15-42	7.33	4.00	5.00	5.82
PPG	Acoustic	6.00	6.00	6.67	5.81
NTR	AKB3456	5.33	6.67	6.00	5.81
PST	K20-4	6.00	4.67	3.67	5.78
NTR	Ridgeline	5.00	6.33	5.00	5.78
PST	K18-199	6.00	5.00	5.67	5.78
DLF	A10-5	4.00	5.67	6.67	5.74
SS	Wildhorse	7.00	5.00	6.00	5.71
GOR	Super Moon	5.00	3.67	7.33	5.71
NTR	En Gedi	4.00	7.00	5.33	5.71
NAg	NAI-19-45	6.33	5.33	5.67	5.67
NAg	NAI-17-49	5.00	6.33	6.00	5.67
DLF	A05-361	4.33	7.67	7.33	5.67
DLF	A12-3	4.33	7.67	6.67	5.63
NTR	AKB1658	4.33	6.67	6.67	5.63
PST	Tirem	5.33	6.00	8.00	5.63
DLF	SR 2284	5.67	6.67	6.00	5.59
DLF	A12-2	6.33	5.67	5.67	5.59
DLF	A15-480	6.67	5.33	4.33	5.59
NTR	AKB2769	6.00	5.00	6.00	5.56
DLF	Fielder	6.00	4.67	5.33	5.52
DLF	A19-4	6.33	6.00	6.00	5.52
SS	NAI-19-181	6.00	5.67	6.00	5.52
SS	NAI-19-190 LS	5.33	6.67	7.00	5.48
PPG	A18-9	7.33	7.00	7.67	5.48
NTR	AKB2795	4.00	4.33	7.00	5.45
DLF	A17-4	5.33	5.67	6.67	5.45
DLF	A12-1	5.33	5.33	5.67	5.41
NTR	Deja Blue	6.67	7.00	7.67	5.41
PST	K19-203	5.00	5.67	6.67	5.41
NTR	AKB3605	5.00	5.33	4.00	5.41
SS	NAI-19-188 LS	6.00	4.33	5.67	5.41
SS	NAI-19-83	6.33	6.00	5.33	5.33
SS	NAI-19-166	5.67	5.67	5.33	5.33
PPG	A20-12	5.33	6.00	7.00	5.30
SS	SEKB-4272	5.00	4.33	6.00	5.29
NTR	AKB2733	4.33	4.67	3.33	5.29
PPG	A20-13	6.33	7.33	4.00	5.26
NAg	NAI-15-90	5.67	6.33	5.67	5.22
NAg	Shamrock	5.00	4.00	4.67	5.22
PPG	A12-266	5.33	5.67	5.67	5.18
DLF	A15-8	5.67	7.00	6.00	5.15
PPG	A17-869	7.00	4.33	4.67	5.04
DLF	Mercury	5.67	6.67	7.33	5.04
SS	Kelly	7.33	4.67	4.67	4.96
NAg	NAI-19-179	7.00	4.33	4.33	4.93
SS	NAI-19-164	5.67	6.00	5.67	4.92
NTR	Geronimo	6.00	3.67	4.00	4.89
SS	NAI-19-125	5.67	5.00	5.33	4.89
PPG	A20-10	5.00	5.33	6.67	4.85
NAg	NAI-19-42	5.33	5.33	5.00	4.81
NAg	NAI-19-64	7.67	3.33	4.00	4.78
NAg	NAI-17-4	4.67	4.67	6.33	4.67
GOR	GO-KB20-1	5.67	3.67	2.33	4.29
NAg	Kenblue	5.67	2.67	4.00	3.93

2022 Average Establishment = (1 rating)

2022 Average Scalping = (1 rating) 2022 Average Stem Rust = (1 rating) 2022 Average Turf Quality = (9 ratings)

Festuca arundinacea

Tall Fescue

RAIN DANCE

Variety information

Description:
Rain Dance tall fescue was developed by Pure-Seed Testing, Inc. It is a dark green cultivar that was selected for salt tolerance. Rain Dance has shown excellent drought tolerance and summer turf performance. Rain Dance is tolerant to brown patch, gray leaf spot, net blotch, stem rust, and crown rust.

Applications:
Rain Dance is adapted for lawns, golf course roughs, cemeteries, parks, sod production, sports fields, roadsides and slope stabilization. Its drought tolerance makes Rain Dance especially well-suited for residential or commercial lawns and low-maintenance turf areas. RainDance performs well in sun or shade.

Geographical Adaption:
Rain Dance performs well in the Transition Zone and temperate climates. It is adapted to a wide range of soil types and pH. Recommended seeding rate is 5-8 lb/1000 ft2 (245-390 kg/ha). Fertilize at 3-5 lb N/1000 ft2/yr (145-245 kg/ha); mow at 1.5-3.0” (4-8 cm); irrigate deeply and infrequently.

PRODUCT FEATURES

Brown Patch	● ● ● ● ○
Heat Tolerance	● ● ● ● ○
Wear Tolerance	● ● ● ○ ○
Salt Tolerance	● ● ● ● ●
Drought Tolerance	● ● ● ● ●
Seeding Rate	5-8 lbs /1000sq. ft (245-390 kg/ha)

2010 CTBT Trial in Albany, OR (Cooperator Kenneth Hignight). Confidence intervals (95%) for the amount of moisture lost to evapotranspiration after irrigation is withheld before selections (10CTFA12 data set) reach 75, 50, and 25% green cover. Selections are ranked based on their ET_{50} values.

Rank	Entry	ET_{75}	ET_{50}	ET_{25}
1	Traverse	10.43 to 11.23	13.52 to 14.42	16.22 to 18.01
2	**RainDance**	**9.808 to 10.84**	**13.27 to 14.43**	**16.23 to 18.52**
3	IS-TF 219	10.13 to 10.58	13.02 to 13.42	15.69 to 16.47
4	Shenandoah III	9.968 to 10.98	12.60 to 13.42	14.75 to 16.33
5	PSG 82BPRH	10.07 to 10.90	12.59 to 13.24	14.73 to 15.97
6	PPG-TF 117	9.710 to 10.50	12.57 to 13.22	15.07 to 16.31
7	IS-TF 234C	9.425 to 10.75	12.34 to 13.43	14.64 to 16.73
8	PPG-TF 101	9.265 to 10.75	12.24 to 13.46	14.53 to 16.86
9	ATF1550	9.442 to 10.61	12.29 to 13.22	14.61 to 16.36
10	PSG 07-5	9.765 to 10.23	12.51 to 12.87	15.04 to 15.72
11	LW	9.399 to 10.39	12.27 to 13.04	14.68 to 16.13
12	IS-TF 217	9.137 to 10.23	12.20 to 13.07	14.76 to 16.42
13	Falcon IV	9.578 to 10.07	12.34 to 12.71	14.88 to 15.57
14	Mustang 4	9.531 to 10.50	12.12 to 12.83	14.29 to 15.59
15	ATF1549	9.516 to 9.919	12.30 to 12.60	14.90 to 15.46
16	ATF1614	9.100 to 10.17	11.98 to 12.78	14.39 to 15.86
17	IS-TF 197	9.774 to 10.31	12.19 to 12.58	14.38 to 15.06
18	PST-5LIV	9.297 to 10.15	12.03 to 12.65	14.39 to 15.52
19	Essential	9.453 to 10.09	12.07 to 12.53	14.42 to 15.25
20	PPG-TF 102	9.091 to 10.43	11.78 to 12.74	13.91 to 15.62
21	Inspiration	9.130 to 10.07	11.91 to 12.60	14.29 to 15.53
22	Spyder LS	9.265 to 10.14	11.90 to 12.54	14.18 to 15.29
23	Coronado TDH	9.043 to 10.09	11.81 to 12.57	14.14 to 15.49
24	ATF1491	9.449 to 9.899	12.02 to 12.34	14.41 to 14.97
25	PST-5MVD	9.215 to 9.631	12.03 to 12.34	14.67 to 15.22
26	Tarnation GT	8.921 to 9.448	11.98 to 12.38	14.82 to 15.54
27	Shenandoah Elite	9.370 to 10.11	11.89 to 12.41	14.11 to 15.02
28	IS-TF 223	9.154 to 10.15	11.79 to 12.50	14.02 to 15.26
29	PSG 8GRTR	9.359 to 9.987	11.89 to 12.33	14.16 to 14.93
30	Rhambler	9.303 to 10.36	11.73 to 12.46	13.73 to 14.97
31	ATF1547	9.448 to 9.911	11.90 to 12.22	14.16 to 14.71
32	STR 86QRH	9.366 to 9.755	11.92 to 12.20	14.32 to 14.80
33	ATF1568	9.095 to 10.17	11.65 to 12.40	13.78 to 15.06
34	KY-31	8.126 to 9.267	11.59 to 12.46	14.56 to 16.16
35	PPG-TF 106	8.868 to 9.812	11.69 to 12.37	14.12 to 15.31
36	Catalyst	9.018 to 9.523	11.82 to 12.18	14.40 to 15.04
37	6351	9.222 to 10.09	11.67 to 12.27	13.79 to 14.79
38	IS-TF 215	9.298 to 9.840	11.77 to 12.15	14.04 to 14.67
39	Raptor II	9.283 to 9.921	11.74 to 12.18	13.94 to 14.69
40	PST-5DVD-07	9.219 to 9.868	11.72 to 12.17	13.96 to 14.73
41	ATF1619	8.831 to 10.07	11.50 to 12.37	13.68 to 15.16
42	IS-TF 225	9.269 to 9.769	11.76 to 12.10	14.05 to 14.63
43	PPG-TF 115	9.096 to 9.717	11.71 to 12.14	14.07 to 14.82
44	PST-5SLV	9.446 to 9.939	11.76 to 12.10	13.89 to 14.44
45	ATF1548	8.824 to 9.454	11.68 to 12.13	14.27 to 15.06
46	Finelawn Xpress	9.203 to 9.993	11.62 to 12.16	13.73 to 14.62
47	PPG-TF 105	9.169 to 9.771	11.68 to 12.10	13.96 to 14.67
48	IS-TF 226	8.685 to 9.616	11.55 to 12.21	14.03 to 15.18
49	IS-TF 230B	9.143 to 9.960	11.59 to 12.16	13.73 to 14.66
50	FCE3	8.916 to 10.11	11.45 to 12.27	13.53 to 14.89

2010 CTBT Trial in Albany, OR (Cooperator Kenneth Hignight). Confidence intervals (95%) for the amount of moisture lost to evapotranspiration after irrigation is withheld before selections (10CTFA12 data set) reach 75, 50, and 25% green cover. Selections are ranked based on their ET_{50} values (Cont'd).

Rank	Entry	ET_{75}	ET_{50}	ET_{25}
51	PSG 709509	8.386 to 9.372	11.50 to 12.22	14.21 to 15.48
52	ATF1570	9.050 to 9.958	11.54 to 12.17	13.69 to 14.72
53	ATF1611	9.444 to 9.952	11.68 to 12.03	13.73 to 14.29
54	PST-5V4	9.009 to 9.830	11.57 to 12.14	13.81 to 14.76
55	IS-TF 227	8.939 to 9.664	11.56 to 12.06	13.89 to 14.74
56	PST-5AWT	9.264 to 9.887	11.60 to 12.03	13.70 to 14.39
57	PST-5YMY	9.316 to 9.632	11.69 to 11.91	13.95 to 14.31
58	PST-5DRP	8.807 to 9.375	11.51 to 11.90	13.98 to 14.65
59	ATF1567	9.040 to 10.03	11.35 to 12.02	13.31 to 14.37
60	PPG-TF 116	9.219 to 9.927	11.45 to 11.93	13.43 to 14.19
61	PSG 08-6	9.259 to 9.757	11.52 to 11.86	13.61 to 14.15
62	PSG 6008	8.958 to 9.797	11.40 to 11.97	13.53 to 14.46
63	Swagger	8.459 to 9.607	11.29 to 12.09	13.66 to 15.02
64	PST-5SXR	8.801 to 9.522	11.42 to 11.92	13.77 to 14.60
65	ATF1551	8.995 to 9.581	11.46 to 11.87	13.71 to 14.37
66	Crossfire 3	8.243 to 9.613	11.18 to 12.14	13.58 to 15.21
67	PSG 8308	8.842 to 9.327	11.49 to 11.82	13.95 to 14.51
68	Relentless	8.670 to 9.447	11.39 to 11.93	13.80 to 14.70
69	Sun Fire	8.975 to 9.713	11.40 to 11.90	13.55 to 14.36
70	PST-5DKB	8.871 to 9.596	11.37 to 11.87	13.60 to 14.41
71	ATF1621	9.121 to 9.636	11.42 to 11.77	13.54 to 14.09
72	Corona	9.189 to 9.798	11.39 to 11.80	13.38 to 14.02
73	Knox	8.930 to 9.470	11.40 to 11.77	13.67 to 14.26
74	Meridian	8.666 to 9.454	11.31 to 11.85	13.65 to 14.54
75	ATF1612	9.107 to 9.580	11.40 to 11.72	13.53 to 14.03
76	IS-TF 233C	8.917 to 9.648	11.31 to 11.81	13.44 to 14.23
77	Gazelle II	9.272 to 9.781	11.37 to 11.71	13.29 to 13.81
78	Cumberland	9.150 to 9.590	11.37 to 11.67	13.44 to 13.90
79	ATF1571	8.419 to 9.386	11.17 to 11.83	13.55 to 14.65
80	ATF1618	9.071 to 9.558	11.32 to 11.65	13.40 to 13.91
81	3rd Millennium	8.943 to 9.583	11.26 to 11.70	13.36 to 14.03
82	ATF1569	9.327 to 9.812	11.31 to 11.64	13.14 to 13.62
83	Firecracker LS	8.988 to 9.592	11.28 to 11.69	13.36 to 14.00
84	IS-TF 231C	8.237 to 9.475	11.05 to 11.90	13.39 to 14.80
85	PSG 07-9	8.826 to 9.564	11.21 to 11.71	13.34 to 14.12
86	Titanium LS	8.906 to 9.335	11.32 to 11.61	13.57 to 14.04
87	Bullseye	9.047 to 9.526	11.29 to 11.61	13.37 to 13.86
88	PST-5BGR	8.736 to 9.125	11.30 to 11.57	13.72 to 14.15
89	ATF1620	8.400 to 9.305	11.11 to 11.73	13.49 to 14.50
90	ATF1608	8.599 to 9.044	11.24 to 11.55	13.72 to 14.22
91	ATF1609	9.143 to 9.593	11.24 to 11.54	13.18 to 13.64
92	ATF1566	9.053 to 9.520	11.22 to 11.54	13.23 to 13.71
93	Rebel Exeda	8.521 to 9.158	11.14 to 11.57	13.52 to 14.22
94	Wolfpack II	8.868 to 9.463	11.15 to 11.55	13.22 to 13.84
95	ATF1613	8.537 to 9.146	11.12 to 11.54	13.49 to 14.15
96	IS-TF 224	8.723 to 9.271	11.07 to 11.44	13.22 to 13.79
97	PSG 8SP1	8.765 to 9.349	11.03 to 11.42	13.10 to 13.69
98	PSG 5908	8.452 to 9.252	10.92 to 11.47	13.12 to 13.96
99	Penn 1901	8.541 to 9.175	10.91 to 11.34	13.07 to 13.71
100	PSG3905	8.063 to 8.978	10.61 to 11.24	12.86 to 13.80
101	Falcon V	8.274 to 9.121	10.63 to 11.20	12.71 to 13.55

2010 CTBT Trial in Albany, OR (Cooperator Kenneth Hignight). Confidence intervals (95%) for the amount of moisture lost to evapotranspiration after irrigation is withheld before selections (10CTFA12 data set) reach 75, 50, and 25% green cover. Selections are ranked based on their ET_{50} values (Cont'd).

Rank	Entry	ET_{75}	ET_{50}	ET_{25}
102	Wolfpack III	8.348 to 8.849	10.46 to 10.80	12.42 to 12.91
103	ATF1610	7.241 to 9.335	9.542 to 10.98	11.24 to 13.23
104	PST-5SXD	7.188 to 8.973	9.313 to 10.55	10.95 to 12.63

2011 mean percent green cover ratings for entries in a tall fescue turf trial seeded fall of 2010 in a rain-out shelter near Rolesville, NC, maintained at a 2.0” mowing height and evaluated using digital image analysis after irrigation was withheld beginning 11 August.

Entry	08/11	09/16	11/03	11/28	12/23	01/10
5YA	88.9	88.1	89.3	85.1	82.4	76.5
Wolfpack III	90.6	88.4	92.9	84.8	77.8	74.0
5EVR	91.2	86.0	83.7	79.6	73.6	70.2
Wolfpack II, Faith, Gazelle II	87.1	85.2	88.3	81.1	78.9	70.1
5DKB-N	89.2	87.8	88.5	80.8	76.2	69.6
Coronado TDH, Dynamic II, Gazelle II, Right KB	82.8	80.1	85.6	79.5	77.0	69.5
Virtue II	87.5	85.9	88.3	82.0	76.4	68.1
5MVD	92.7	85.3	86.7	80.7	74.3	68.0
Coronado TDH, Dynamic II, 5DVD, Green Star KB	88.2	86.1	87.9	80.9	75.0	67.6
Coronado TDH, Dynamic II, Relentless, Thermal Blue KB	88.9	86.5	86.5	79.8	76.0	67.6
Wolfpack II, Faith, Coyote II	82.9	84.7	86.3	77.5	74.2	67.1
Knox, 5SXR, Wolfpack III, Green Star KB	87.2	80.6	79.5	76.2	72.8	67.0
Swagger	91.5	87.1	85.9	79.2	74.5	66.7
Tar Heel II	87.1	79.9	85.0	81.6	73.3	66.6
RainDance	**87.5**	**78.6**	**83.9**	**77.0**	**73.8**	**66.2**
5YMY, Relentless, 5Y8	91.9	85.2	86.4	79.4	76.0	66.1
Faith	88.9	79.0	81.8	75.0	71.5	65.8
MicroClover 2 (85% Tar Heel II; 10% Thermal Blue KB; 5% Microclover)	89.8	83.5	85.4	79.8	74.7	65.6
Inspiration	81.7	81.4	83.9	77.0	73.2	65.1
Coyote II, Wendy Jean FF, Avalanche KB	83.2	78.5	80.8	77.3	73.0	64.9
Scotts Turf Builder HT Blue (15% ea. Silverado II, Dynasty; 14% Greenkeeper WAF, 4% Thermal Blue KB)	90.8	80.9	81.5	75.4	71.1	64.9
Endeavor II, Tar Heel II, Wolfpack II, Green Star KB	85.1	76.0	76.1	75.1	74.0	64.5
Falcon V	90.9	82.4	82.0	75.9	70.7	64.4
5V4	85.7	83.6	85.1	76.1	72.4	63.8
Coronado TDH, Dynamic II, 5DVD, Thermal Blue KB	86.7	80.6	82.1	76.6	68.5	62.6
5A4S	83.8	80.0	77.1	71.7	66.5	62.4
5YMY	91.0	77.8	80.8	76.5	72.4	62.1
Coronado TDH, Dynamic II, Relentless	85.4	74.8	78.3	72.1	67.6	62.1
Pennington Smart Seed TF (59% Justice; 20% ea. Greystone, Virtue II)	83.1	74.3	77.1	73.1	70.3	62.0
5DRP	90.0	81.1	78.9	73.5	67.6	61.4
90% Tar Heel II; 10% Thermal Blue KB	90.0	81.4	78.7	71.1	68.7	61.3
Relentless	89.3	83.8	86.0	76.9	71.2	60.7
Coronado TDH, Endeavor II, Tar Heel II	87.8	79.5	78.7	72.8	66.6	60.7
Coronado TDH, Tar Heel II, 5DVD, Relentless	87.3	78.8	78.7	74.2	68.7	60.6
The Rebels (44% Rebel Advance, 29% Rebel IV, 25% Brockton)	85.2	77.9	75.1	68.5	64.0	59.4
Scotts Turf Builder TF Mix (14% ea. Coyote II, Greenkeeper WAF; 10% Tar Heel II, 9% Silverado II)	88.0	75.5	75.7	69.2	66.9	58.4
Pennington TF (39% ea. Greystone, Rebel Exeda; 19% Penn 1901)	81.3	71.1	74.6	70.6	66.1	58.2
Greenkeeper WAF, Coyote II, Wendy Jean FF	87.1	74.8	75.1	72.0	65.7	57.9
5DVD	86.2	73.4	73.3	65.8	66.0	57.8
Sun Fire	75.8	71.1	74.6	71.2	66.9	57.8
5SXR	92.3	78.5	78.4	71.0	64.1	56.9

2011 mean percent green cover ratings for entries in a tall fescue turf trial seeded fall of 2010 in a rain-out shelter near Rolesville, NC, maintained at a 2.0” mowing height and evaluated using digital image analysis after irrigation was withheld beginning 11 August (Cont’d).

Entry	08/11	09/16	11/03	11/28	12/23	01/10
Endeavor II, Tar Heel II, Wolfpack II, Thermal Blue KB	89.0	71.7	67.4	63.5	61.1	56.1
5BGR	90.8	74.7	75.7	66.8	61.6	55.9
Southern Gold	81.1	73.7	74.9	68.3	62.1	55.9
Vigoro RTF (29% Barlexas II, 25% TF-66, 24% Barrera, 10% Labarinth, 9% Barlexas)	84.4	77.7	75.6	71.5	65.3	55.8
Pennington Smart Seed TF/KB (50% Justice; 20% ea. Greystone, Penn 1901; 10% Ridgeline KB)	86.2	66.6	65.3	65.7	59.4	55.1
Knox	85.2	75.3	69.5	64.4	58.8	54.2
Coronado TDH, Dynamic II, Relentless, Green Star KB	89.1	72.8	67.0	63.8	59.3	52.8
Endeavor II	88.7	80.3	85.4	72.6	66.1	52.8
Coronado TDH	88.2	76.3	77.6	65.7	63.2	51.1
Endeavor II, Tar Heel II, Wolfpack II	86.0	70.2	66.7	61.8	56.9	50.8
Tarnation GT	81.4	66.6	64.2	60.7	57.7	50.7
5AWT	87.5	76.7	74.7	65.1	57.8	50.5
Coronado TDH, Dynamic II, 5DVD	85.8	72.9	68.8	60.3	56.3	49.2
Kentucky 31	86.5	67.5	70.6	64.7	57.1	47.5
MicroClover 1 (80% Tar Heel II; 10% ea. Thermal Blue KB, Microclover)	89.7	85.7	82.3	74.5	61.6	47.4
LSD (0.05)	**6.5**	**14.4**	**15.8**	**14.7**	**16.0**	**16.1**
CV (%)	**4.6**	**11.2**	**12.3**	**12.4**	**14.4**	**16.3**

Mowing height = 2.0”; 3 lb N/1000 ft^2 applied during 2011; fungicides applied preventatively

2011 mean percent green cover ratings for entries in a tall fescue trial seeded fall of 2010 (Blk 9) in a rain-out shelter near Hubbard, OR.

Entry	% Green Cover* 05 Aug	12 Aug	22 Aug
RainDance	**95.7**	**96.1**	**82.9**
32% ea. Knox, Wolfpack III; 31% 5SXR; 5% Right	86.4	76.2	**39.3**
33.3% ea. 5YMY, Relentless, 5Y8	83.2	76.0	**44.5**
30% ea. Coronado TDH, Tar Heel II; 20% ea. 5DVD, Relentless	94.7	93.0	**74.0**
70% Coyote II; 16% Wendy Jean; 14% Avalanche	92.9	76.0	**60.7**
32% ea. Wolfpack II, 32% Coyote II; 31% Faith; 5% Green Star	83.7	67.7	**44.7**
The Rebels (44% Rebel Advance, 29% Rebel IV, 25% Brockton)	84.8	75.2	**50.0**
30% ea. Coronado TDH, Tar Heel II; 28% Gazelle II; 12% Shademaster III	87.0	80.8	**53.0**
30% ea. Greenkeeper WAF, Fidelity; 28% Coyote II; 12% Wendy Jean	77.3	65.3	**38.5**
32% ea. Endeavor II, Wolfpack II; 31% Tar Heel II; 5% Thermal Blue	85.7	76.9	**55.5**
32% ea. Coronado TDH, Gazelle II; 31% Dynamic II; 5% Right	80.7	73.0	**40.8**
33.3% ea. Coyote II, Faith, Matador GT	87.4	80.7	**63.1**
33% ea. Endeavor II, Tar Heel II, Wolfpack II	92.0	87.1	**67.9**
Relentless	86.7	77.3	**61.1**
PST-5DRP	82.2	82.3	**55.9**
PST-5YMY	93.5	93.4	**55.0**
Wolfpack III	87.3	82.2	**51.7**
Sun Fire	75.6	72.2	**51.3**
PST-5SXD	82.5	73.4	**48.4**
PST-5SXR	80.3	71.6	**48.3**
Knox	78.4	74.6	**47.6**
Southern Gold	93.0	86.9	**76.6**
Pennington Smart Seed TF/KB (50% Justice; 20% ea. Greystone, Penn 1901; 10% Ridgeline KB)	91.6	89.2	**74.0**
Pennington Smart Seed TF (59% Justice; 20% ea. Greystone, Virtue II)	85.3	85.1	**57.0**
Scotts Turf Builder HT Blue (15% ea. Silverado II, Dynasty; 14% Greenkeeper WAF, 4% Thermal Blue KB)	87.2	77.4	**53.8**
Inspiration	87.1	80.1	**52.4**
Coronado TDH	85.8	66.6	**50.9**
Scotts Turf Builder TF Mix (14% ea. Coyote II, Greenkeeper WAF; 10% Tar Heel II, 9% Silverado II)	90.6	79.7	**50.2**
Vigoro RTF (29% Barlexas II, 25% TF-66, 24% Barrera, 10% Labarinth, 9% Barlexas)	80.0	69.0	**44.7**
Tar Heel II	82.7	69.1	**44.1**
LSD (0.06)	**14.3**	**18.9**	**29.6**
CV (%)	**10.2**	**14.8**	**33.2**

*evaluated using digital image analysis

[1]9 = ideal

Festuca arundinacea

Tall Fescue

SALTILLO

Variety information

Description:
Saltillo tall fescue was developed by Pure-Seed Testing, Inc. It is a dark green cultivar with excellent summer turf performance. Saltillo was selected for salt tolerance and brown patch resistance. Saltillo has very good heat tolerance and resistance to brown patch, gray leaf spot, net blotch, stem rust, and crown rust..

Applications:
Saltillo is adapted for lawns, golf course roughs, cemeteries, parks, sod production, sports fields, roadsides and slope stabilization. Its drought tolerance makes Saltillo especially well-suited for residential or commercial lawns and low-maintenance turf areas. Saltillo performs well in sun or shade

Geographical Adaption:
Saltillo performs well in the Transition Zone and temperate climates. It is adapted to a wide range of soil types and pH. Recommended seeding rate is 5-8 lb/1000 ft2 (245-390 kg/ha). Fertilize at 3-5 lb N/1000 ft2/yr (145-245 kg/ha); mow at 1.5-3.0” (4-8 cm); irrigate deeply and infrequently.

PRODUCT FEATURES

Brown Patch	● ● ● ● ○
Heat Tolerance	● ● ● ● ●
Wear Tolerance	● ● ● ○ ○
Salt Tolerance	● ● ● ● ○
Drought Tolerance	● ● ● ○ ○
Seeding Rate	5-8 lbs /1000sq. ft (245-390 kg/ha)

Data and Information Package for Saltillo Tall Fescue

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*Additional NTEP data are available at www.ntep.org

Table 1. Brief description and endophyte content of Saltillo tall fescue.

Description	Selected for salt tolerance & summer turf performance
Endophyte Content	80%

Saltillo is TWCA qualified (http://www.tgwca.org)

Table 2. 2013 mean turf quality ratings of tall fescue cultivars grown at 11 locations in the US (LPI Group 1).

Entry	CT1	NC1	GA1	MS1	TN1	IL1	IA1	MO1	AR1	OK1	NE1	Mean
PPG-TF-157	6.4[1]	5.7	5.6	6.7	7.9	6.0	6.4	6.5	7.6	6.2	6.1	6.5
ZW 44	6.4	5.6	5.7	6.7	7.9	6.0	6.2	6.7	7.7	5.5	6.2	6.4
PPG-TF-152	6.5	5.6	5.5	6.5	7.7	6.0	6.3	6.5	7.6	6.1	6.1	6.4
Pick W43	6.4	5.6	5.6	6.6	7.8	6.0	6.3	6.5	7.6	6.0	6.1	6.4
U43	6.4	5.6	5.6	6.6	7.9	6.0	6.2	6.6	7.7	5.6	6.2	6.4
F711	6.4	5.6	5.5	6.6	7.8	5.9	6.4	6.4	7.6	6.2	6.1	6.4
SRX-TPC	6.3	5.6	5.6	6.7	7.9	5.9	6.3	6.5	7.6	5.9	6.1	6.4
K12-MCD	6.1	5.5	5.5	6.7	7.9	5.8	6.5	6.3	7.5	6.6	6.0	6.4
PPG-TF-137	6.3	5.6	5.6	6.7	7.9	5.9	6.3	6.5	7.6	5.8	6.1	6.4
CCR2	6.4	5.6	5.6	6.6	7.8	6.0	6.3	6.6	7.6	5.8	6.2	6.4
PPG-TF-105	6.4	5.6	5.5	6.6	7.8	5.9	6.3	6.5	7.6	5.9	6.1	6.4
Terrano	6.1	5.5	5.5	6.6	7.8	5.8	6.4	6.4	7.5	6.5	6.0	6.4
MET-3	6.4	5.6	5.5	6.5	7.7	5.9	6.3	6.4	7.6	6.2	6.1	6.4
PST-5EV2	6.3	5.5	5.3	6.3	7.5	5.7	6.4	6.1	7.4	6.8	5.8	6.3
Meridian	6.2	5.5	5.4	6.5	7.6	5.7	6.3	6.2	7.4	6.5	5.9	6.3
W45	6.4	5.6	5.5	6.6	7.8	5.9	6.2	6.5	7.6	5.6	6.1	6.3
PPG-TF-156	6.3	5.5	5.6	6.6	7.8	5.9	6.2	6.5	7.6	5.6	6.1	6.3
PPG-TF-150	6.4	5.6	5.4	6.4	7.6	5.9	6.2	6.4	7.6	6.0	6.1	6.3
MET 1	6.3	5.5	5.5	6.5	7.7	5.9	6.2	6.5	7.6	5.8	6.1	6.3
PPG-TF-172	6.3	5.5	5.4	6.5	7.7	5.8	6.3	6.4	7.5	6.1	6.0	6.3
Rhambler 2 SRP	6.3	5.5	5.5	6.5	7.7	5.9	6.2	6.4	7.5	5.9	6.1	6.3
B23	6.3	5.5	5.6	6.6	7.8	5.9	6.1	6.6	7.6	5.4	6.1	6.3
PPG-TF-151	6.2	5.5	5.4	6.5	7.7	5.8	6.3	6.4	7.5	6.1	6.0	6.3
Bizem	6.2	5.5	5.5	6.6	7.8	5.8	6.2	6.4	7.5	5.8	6.0	6.3
Grande 3	6.1	5.5	5.4	6.6	7.7	5.8	6.3	6.3	7.4	6.2	5.9	6.3
Fesnova	6.2	5.5	5.5	6.6	7.8	5.8	6.2	6.5	7.5	5.7	6.1	6.3
Regenerate	6.4	5.5	5.6	6.6	7.8	6.0	6.0	6.6	7.6	5.0	6.2	6.3
LTP-F5DPDR	6.2	5.5	5.4	6.5	7.7	5.8	6.2	6.4	7.5	6.1	6.0	6.3
LTP-FSD	6.1	5.5	5.4	6.5	7.7	5.8	6.3	6.3	7.4	6.2	5.9	6.3
PPG-TF-170	6.3	5.5	5.4	6.5	7.7	5.8	6.2	6.4	7.5	5.8	6.0	6.3
RZ2	6.4	5.5	5.3	6.3	7.5	5.8	6.3	6.3	7.4	6.3	5.9	6.3
PST-5BP0	6.0	5.5	5.3	6.4	7.6	5.6	6.5	6.1	7.3	7.1	5.8	6.3
IS-TF 289	6.3	5.5	5.4	6.5	7.7	5.8	6.1	6.4	7.5	5.6	6.0	6.3
W41	6.2	5.4	5.4	6.5	7.7	5.8	6.2	6.4	7.4	5.9	6.0	6.3
GTO	6.3	5.5	5.4	6.4	7.6	5.8	6.2	6.3	7.4	6.0	6.0	6.3
IS-TF 310 SEL	6.0	5.4	5.5	6.7	7.9	5.8	6.1	6.5	7.5	5.4	6.0	6.3
Temptation	6.0	5.4	5.4	6.6	7.8	5.7	6.3	6.3	7.4	6.2	5.9	6.3
ATF 1704	6.1	5.4	5.3	6.4	7.6	5.7	6.3	6.2	7.3	6.4	5.9	6.3
Saltillo	6.0	5.4	5.3	6.4	7.6	5.6	6.3	6.1	7.3	6.4	5.8	6.2
PPG-TF-135	6.2	5.4	5.4	6.5	7.7	5.8	6.2	6.3	7.4	5.9	6.0	6.2

Table 2. 2013 mean turf quality ratings of tall fescue cultivars grown at 11 locations in the US (LPI Group 1) [Cont'd].

Entry	CT1	NC1	GA1	MS1	TN1	IL1	IA1	MO1	AR1	OK1	NE1	Mean
LTP-TWUU	6.3	5.5	5.4	6.4	7.6	5.8	6.2	6.4	7.5	5.8	6.0	6.2
PPG-TF-169	6.0	5.4	5.4	6.5	7.7	5.7	6.2	6.3	7.4	6.1	5.9	6.2
IS-TF 330	6.1	5.4	5.4	6.5	7.7	5.8	6.1	6.4	7.4	5.6	6.0	6.2
IS-TF 307 SEL	6.2	5.4	5.3	6.4	7.6	5.8	6.2	6.3	7.4	6.0	5.9	6.2
PST-5BRK	6.0	5.4	5.4	6.5	7.7	5.7	6.3	6.2	7.3	6.3	5.8	6.2
IS-TF 291	6.2	5.4	5.4	6.5	7.7	5.8	6.1	6.4	7.5	5.6	6.0	6.2
Catalyst	5.9	5.3	5.5	6.6	7.8	5.7	6.2	6.4	7.4	5.7	5.9	6.2
PSG-GSD	6.0	5.4	5.3	6.4	7.6	5.6	6.3	6.1	7.3	6.5	5.8	6.2
U45	6.2	5.4	5.4	6.4	7.6	5.8	6.1	6.4	7.4	5.6	6.0	6.2
IS-TF 276 M2	5.9	5.3	5.4	6.6	7.7	5.6	6.2	6.2	7.3	6.2	5.8	6.2
IS-TF 272	5.9	5.3	5.4	6.6	7.8	5.7	6.2	6.3	7.3	5.8	5.9	6.2
PSG-PO1	6.0	5.3	5.5	6.6	7.8	5.7	6.1	6.4	7.4	5.5	6.0	6.2
IS-TF 305 SEL	6.1	5.4	5.3	6.4	7.6	5.7	6.2	6.2	7.3	6.1	5.9	6.2
DZ1	6.1	5.4	5.4	6.5	7.7	5.7	6.1	6.4	7.4	5.6	5.9	6.2
PPG-TF-138	5.9	5.3	5.5	6.6	7.8	5.7	6.1	6.4	7.4	5.6	5.9	6.2
ATF 1612	6.3	5.4	5.3	6.3	7.5	5.8	6.1	6.3	7.4	5.9	5.9	6.2
TD1	6.0	5.3	5.4	6.6	7.8	5.7	6.1	6.4	7.4	5.6	5.9	6.2
Faith	6.1	5.4	5.4	6.4	7.6	5.7	6.1	6.3	7.4	5.7	5.9	6.2
Falcon V	6.0	5.4	5.4	6.5	7.7	5.7	6.1	6.3	7.4	5.8	5.9	6.2
PSG-WE1	6.2	5.4	5.4	6.4	7.6	5.8	6.1	6.3	7.4	5.6	5.9	6.2
Caesar	5.9	5.3	5.4	6.5	7.7	5.6	6.1	6.3	7.3	5.9	5.9	6.2
Hot Rod	6.1	5.4	5.4	6.4	7.6	5.7	6.1	6.3	7.4	5.6	5.9	6.2
Falcon IV	5.9	5.3	5.3	6.5	7.6	5.6	6.2	6.2	7.3	6.3	5.8	6.2
IS-TF-287	5.9	5.3	5.4	6.6	7.7	5.7	6.1	6.3	7.3	5.6	5.9	6.2
IS-TF 285	6.0	5.3	5.5	6.6	7.8	5.7	6.0	6.4	7.4	5.2	6.0	6.2
RainDance	5.9	5.3	5.2	6.4	7.5	5.5	6.3	6.0	7.2	6.8	5.7	6.2
PPG-TF-115	5.8	5.3	5.4	6.5	7.7	5.6	6.2	6.2	7.3	5.9	5.8	6.2
Hemi	6.2	5.4	5.3	6.4	7.6	5.7	6.0	6.3	7.4	5.5	5.9	6.2
ATF 1736	6.0	5.3	5.3	6.5	7.6	5.6	6.1	6.2	7.3	5.9	5.8	6.2
Swagger	5.9	5.3	5.3	6.5	7.7	5.6	6.2	6.2	7.3	6.0	5.8	6.1
ATF 1754	6.0	5.3	5.3	6.4	7.6	5.6	6.1	6.2	7.3	5.8	5.8	6.1
IS-TF 282 M2	6.0	5.3	5.3	6.5	7.7	5.6	6.1	6.3	7.3	5.6	5.9	6.1
IS-TF 284 M2	6.1	5.3	5.3	6.3	7.5	5.7	6.1	6.2	7.3	5.9	5.8	6.1
IS-TF 311	6.1	5.3	5.3	6.3	7.5	5.7	6.1	6.2	7.3	5.8	5.8	6.1
PST-5MVD	5.9	5.3	5.3	6.5	7.6	5.6	6.1	6.2	7.2	5.9	5.8	6.1
MET 6 SEL	6.1	5.3	5.2	6.3	7.5	5.6	6.1	6.2	7.3	5.9	5.8	6.1
Inspiration	5.7	5.2	5.3	6.5	7.6	5.5	6.2	6.1	7.1	6.4	5.7	6.1
PPG-TF-139	6.1	5.3	5.3	6.3	7.5	5.6	6.0	6.2	7.3	5.7	5.8	6.1
IS-TF 269 SEL	6.0	5.3	5.3	6.4	7.6	5.6	6.0	6.3	7.3	5.4	5.9	6.1
Frontline	5.8	5.2	5.3	6.4	7.6	5.5	6.2	6.1	7.2	6.2	5.7	6.1

Table 2. 2013 mean turf quality ratings of tall fescue cultivars grown at 11 locations in the US (LPI Group 1) [Cont'd].

Entry	CT1	NC1	GA1	MS1	TN1	IL1	IA1	MO1	AR1	OK1	NE1	Mean
PPG-TF-145	5.8	5.2	5.4	6.5	7.7	5.6	6.1	6.2	7.3	5.6	5.8	6.1
PST-5EX2	5.7	5.2	5.2	6.4	7.6	5.4	6.2	6.0	7.1	6.5	5.6	6.1
GO-DFR	5.9	5.3	5.3	6.4	7.6	5.6	6.1	6.2	7.2	5.8	5.8	6.1
IS-TF 308 SEL	5.9	5.3	5.3	6.4	7.6	5.6	6.0	6.3	7.3	5.5	5.8	6.1
DB1	5.8	5.2	5.5	6.6	7.8	5.6	5.9	6.4	7.3	4.9	5.9	6.1
Bullseye	6.1	5.3	5.3	6.3	7.5	5.7	5.9	6.3	7.3	5.3	5.9	6.1
K12-05	5.7	5.2	5.4	6.6	7.8	5.5	6.0	6.3	7.2	5.4	5.8	6.1
PSG-8BP2	5.8	5.2	5.2	6.3	7.5	5.5	6.1	6.0	7.1	6.3	5.7	6.1
JS 818	5.8	5.2	5.2	6.4	7.6	5.5	6.0	6.1	7.2	5.8	5.7	6.1
Firebird 2	6.1	5.3	5.3	6.3	7.5	5.6	5.9	6.3	7.3	5.3	5.9	6.1
PPG-TF-148	5.8	5.2	5.3	6.5	7.7	5.6	5.9	6.3	7.3	5.1	5.9	6.0
T31	5.9	5.2	5.2	6.3	7.5	5.6	6.0	6.2	7.2	5.6	5.8	6.0
PST-5DZP	5.8	5.2	5.2	6.4	7.6	5.5	6.0	6.1	7.2	5.7	5.7	6.0
JS 916	5.9	5.2	5.2	6.3	7.4	5.5	5.9	6.1	7.2	5.7	5.7	6.0
PPG-TF-142	5.9	5.2	5.1	6.2	7.4	5.5	6.0	6.0	7.1	5.8	5.7	6.0
Aquaduct	5.6	5.1	5.1	6.3	7.4	5.3	6.2	5.8	7.0	6.6	5.5	6.0
BAR FA 121089	5.5	5.0	5.1	6.4	7.5	5.3	6.0	5.9	7.0	6.0	5.5	5.9
JS 825	5.5	5.0	5.1	6.3	7.5	5.3	6.0	5.9	6.9	6.2	5.5	5.9
PSG-TT4	5.6	5.0	5.1	6.2	7.4	5.3	5.9	5.9	7.0	5.9	5.5	5.9
RAD-TF-89	5.8	5.0	5.3	6.4	7.6	5.5	5.6	6.3	7.2	4.4	5.8	5.9
JS 809	5.5	5.0	5.1	6.3	7.5	5.3	5.9	6.0	7.0	5.6	5.5	5.9
BAR FA 121095	5.6	5.0	5.1	6.2	7.4	5.4	5.8	6.0	7.0	5.5	5.6	5.9
JS 819	5.5	5.0	5.2	6.4	7.5	5.3	5.8	6.0	7.0	5.4	5.6	5.9
RAD-TF-88	5.6	5.0	5.3	6.4	7.6	5.5	5.6	6.3	7.2	4.4	5.8	5.9
RAD-TF-92	5.6	5.0	5.2	6.3	7.5	5.4	5.6	6.2	7.1	4.5	5.7	5.9
BURL TF-69	5.8	5.0	5.1	6.2	7.4	5.4	5.7	6.1	7.1	4.9	5.7	5.8
Warhawk	5.1	4.8	5.1	6.4	7.6	5.1	5.8	5.9	6.9	5.4	5.5	5.8
RAD-TF-83	5.4	4.9	5.2	6.4	7.6	5.3	5.6	6.2	7.0	4.5	5.6	5.8
204 RES. BLK4	5.3	4.8	5.1	6.3	7.5	5.2	5.6	6.0	6.9	4.8	5.5	5.7
BAR FA 121091	5.3	4.8	4.9	6.1	7.3	5.1	5.8	5.7	6.8	5.8	5.3	5.7
Annihilator Ledeboer	5.1	4.7	5.1	6.4	7.6	5.1	5.6	6.0	6.8	4.9	5.5	5.7
BAR FA 120878	5.1	4.7	4.7	5.9	7.1	4.8	5.9	5.4	6.5	6.6	5.0	5.6
K12-13	5.1	4.6	5.0	6.2	7.4	5.0	5.5	5.8	6.7	4.8	5.3	5.6
COMP. RES. SST	5.1	4.6	5.0	6.2	7.4	5.0	5.3	5.9	6.8	4.1	5.4	5.5
Marauder	5.0	4.5	4.9	6.1	7.3	4.9	5.4	5.8	6.7	4.5	5.3	5.5
Kentucky 31	4.2	3.8	3.5	4.7	5.9	3.8	5.2	4.1	5.4	6.9	3.8	4.7
LSD (0.05)	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**	**0.8**
CV (%)	**8.1**	**9.1**	**9.1**	**7.5**	**6.3**	**8.6**	**8.0**	**0.8**	**6.6**	**8.4**	**8.3**	**7.9**

Entries within this table are ordered by the overall mean and have similar turf quality performances in all test locations included in this LPI group. If your state is not represented, then choose a LPI group that contains a location and management similar to your planting conditions. For more information on LPI,, go to www.ntep.org/lpi_q&a.pdf; [1]9 = ideal

Table 3. 2013 mean turf performance ratings of tall fescue cultivars grown under shade at Carbondale, IL.

Entry	Seedling Vigor	% Cover Summer	Turf Quality Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Mean
PST-5EV2	7.3[1]	81.3	4.3[1]	5.3	6.3	7.0	7.7	8.0	8.0	8.3	7.3	6.9
PPG-TF-152	6.7	85.7	4.0	5.0	5.7	7.7	7.3	8.0	8.3	8.7	7.7	6.9
SRX-TPC	6.7	76.7	4.7	6.3	7.3	7.0	7.3	7.0	7.3	7.7	6.7	6.8
LTP-TWUU	7.0	74.3	4.0	6.0	7.7	7.7	6.3	7.0	7.3	7.3	6.7	6.7
PPG-TF-170	7.3	77.3	4.3	5.7	6.7	8.0	7.0	7.0	7.3	7.3	6.7	6.7
PSG-WE1	7.0	76.7	4.0	6.0	7.3	7.0	7.7	7.0	7.3	7.7	6.0	6.7
U43	5.7	80.0	4.0	5.3	6.3	7.0	8.0	7.3	7.7	8.0	7.0	6.7
Grande 3	8.0	79.3	4.3	6.0	8.0	7.0	6.0	6.7	7.0	7.7	6.3	6.6
Rhambler 2 SRP	6.7	83.3	4.0	5.3	6.3	7.3	7.0	7.3	7.7	7.7	6.3	6.6
MET 6 SEL	7.3	74.3	4.0	3.3	6.3	7.0	8.3	7.0	7.3	8.0	7.7	6.6
U45	6.3	83.3	3.3	4.3	5.3	7.0	7.7	7.7	8.3	8.7	7.3	6.6
W45	7.3	74.7	4.3	6.3	7.7	8.0	6.7	6.7	7.0	7.0	6.0	6.6
Bizem	5.7	75.0	4.0	5.0	5.3	7.0	8.7	7.0	7.0	7.7	7.0	6.5
RZ2	6.3	85.0	3.7	5.0	6.7	7.0	7.7	7.0	7.3	7.3	6.7	6.5
MET 1	7.3	73.7	4.0	5.7	7.3	7.7	6.0	6.7	7.0	7.0	6.0	6.4
MET-3	7.0	74.3	3.3	4.7	6.0	6.0	8.0	7.3	7.3	7.7	7.3	6.4
Pick W43	7.3	78.0	4.0	5.0	6.0	7.7	6.7	6.7	7.3	7.7	7.0	6.4
PPG-TF-105	8.0	74.3	4.3	5.7	7.3	7.7	6.0	6.7	6.7	6.7	6.3	6.4
PPG-TF-115	7.7	76.7	4.3	5.0	6.3	7.3	7.0	7.3	7.0	6.7	7.0	6.4
PPG-TF-151	6.7	76.7	3.7	5.0	6.0	7.7	7.7	7.0	7.0	7.0	6.3	6.4
ZW 44	7.3	73.3	4.3	6.0	7.3	7.0	6.3	6.3	6.3	7.0	7.0	6.4
PPG-TF-135	5.3	87.7	3.0	4.0	5.0	6.3	7.3	7.3	8.0	8.3	7.3	6.3
Hot Rod	7.0	74.7	3.3	4.3	5.3	6.3	8.0	6.0	7.3	8.0	7.0	6.2
IS-TF 310 SEL	6.7	67.3	4.3	5.7	6.7	7.0	7.7	6.3	6.7	6.3	5.3	6.2
PPG-TF-137	8.0	67.0	4.0	5.7	7.3	8.0	6.0	6.0	6.0	6.3	6.3	6.2
PPG-TF-172	6.7	82.7	4.0	4.7	5.7	7.7	7.7	6.3	6.7	7.3	5.7	6.2
Saltillo	6.7	78.3	3.7	5.0	5.3	6.3	7.7	7.3	7.0	7.0	5.7	6.1
Meridian	7.0	82.3	3.7	4.7	6.0	6.3	7.3	7.0	7.0	6.7	6.0	6.1
ATF 1704	7.0	70.7	4.0	5.7	7.3	7.3	6.7	6.3	6.3	6.0	5.7	6.1
ATF 1754	7.7	71.3	4.3	6.0	7.3	7.7	7.7	5.7	5.7	5.3	5.7	6.1
B23	7.3	77.7	3.7	4.7	6.0	7.0	6.7	6.7	6.7	6.7	6.7	6.1
Catalyst	8.3	71.0	5.0	6.0	7.0	7.0	5.3	6.3	6.3	6.3	5.3	6.1
Falcon V	7.0	75.3	4.7	5.7	6.7	6.7	6.0	6.7	6.7	6.3	5.3	6.1
Fesnova	6.0	61.7	4.3	5.3	6.3	7.3	6.3	5.7	6.7	7.3	6.0	6.1
LTP-FSD	7.0	74.3	4.0	5.3	6.3	6.7	6.3	6.7	6.7	6.7	6.3	6.1
PPG-TF-156	7.0	74.0	3.3	4.0	4.7	6.7	7.0	7.0	7.3	8.0	7.3	6.1
PPG-TF-169	8.0	68.7	4.7	6.0	8.0	6.3	6.0	6.0	6.0	6.0	5.7	6.1
T31	7.7	79.7	4.3	4.7	5.0	6.3	7.0	7.0	7.0	7.0	7.0	6.1
IS-TF-287	7.3	75.0	4.0	5.0	6.0	7.3	7.7	6.3	6.3	6.7	6.0	6.1
W41	7.7	63.3	4.7	6.0	7.3	7.7	5.0	5.3	5.7	6.0	7.0	6.1
ATF 1736	7.0	77.3	4.0	5.0	6.3	7.3	7.3	6.3	6.3	6.7	5.0	6.0
GTO	7.7	59.7	4.0	5.0	6.3	7.0	5.7	6.0	6.0	6.7	7.3	6.0
DB1	7.0	74.7	3.7	4.3	5.0	6.7	7.3	7.0	7.0	7.0	6.3	6.0
Firebird 2	6.3	67.3	3.7	5.0	6.3	7.7	7.0	6.3	6.0	5.7	6.3	6.0
Hemi	7.3	74.0	3.7	5.0	6.3	7.3	7.0	6.7	6.0	6.0	6.0	6.0

Table 3. 2013 mean turf performance ratings of tall fescue cultivars grown under shade at Carbondale, IL (Cont'd).

Entry	Seedling Vigor	% Cover Summer	Turf Quality Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Mean
IS-TF 269 SEL	6.0	70.0	5.0	5.7	6.3	6.3	6.7	6.3	6.0	6.0	5.3	6.0
IS-TF 289	6.3	77.7	3.0	4.0	5.0	6.7	7.7	7.3	7.0	7.0	6.7	6.0
K12-05	6.0	70.7	3.3	4.3	5.3	7.0	6.0	6.3	7.3	7.7	6.7	6.0
LTP-F5DPDR	7.0	67.7	4.3	5.7	6.7	6.3	5.7	6.0	6.7	6.7	6.3	6.0
PPG-TF-138	6.3	77.0	4.0	5.0	5.7	7.3	6.0	6.3	6.3	6.7	6.3	6.0
PPG-TF-139	7.0	80.7	3.7	5.0	5.7	6.7	6.7	6.3	6.7	7.0	6.0	6.0
PPG-TF-147	6.3	73.7	3.7	4.7	5.7	6.7	7.7	5.7	6.3	7.0	6.3	6.0
PST-5BRK	7.0	76.7	3.7	5.0	5.7	7.3	6.3	7.0	6.7	6.3	5.7	6.0
PST-5EX2	7.7	70.3	4.3	5.7	7.3	7.0	7.0	5.3	5.7	5.7	6.0	6.0
Regenerate	7.3	71.0	4.3	5.3	7.0	7.0	6.0	6.3	5.7	5.7	6.3	6.0
TD1	7.7	76.7	3.7	4.0	5.0	7.0	6.3	6.7	7.0	7.3	6.7	6.0
Terrano	7.3	68.3	4.7	6.0	7.3	6.3	5.3	6.3	6.0	6.3	6.0	6.0
BAR FA 121089	7.0	69.7	4.0	4.7	5.3	6.7	7.0	6.3	6.3	6.3	6.7	5.9
DZ1	6.0	79.0	3.7	4.0	5.3	6.3	6.3	7.0	7.0	7.7	6.0	5.9
IS-TF 307 SEL	6.0	74.7	4.0	5.0	5.7	6.7	7.3	6.3	6.7	6.3	5.3	5.9
IS-TF 330	5.7	66.0	4.0	4.7	5.7	6.0	6.3	6.7	6.7	6.7	6.0	5.9
PPG-TF-150	7.0	74.3	4.0	5.0	6.3	7.0	7.0	6.0	6.0	6.0	6.0	5.9
PPG-TF-157	6.0	77.0	3.3	4.7	5.7	6.3	7.0	6.7	6.7	7.0	6.0	5.9
Inspiration	7.3	75.7	3.7	4.7	6.0	6.0	6.3	6.3	6.7	6.7	6.3	5.9
RAD-TF-83	7.0	67.3	3.7	4.3	5.3	6.0	7.7	6.0	6.3	6.7	7.0	5.9
BURL TF-69	6.7	73.0	4.0	4.7	5.3	7.0	6.0	6.3	6.0	6.3	6.7	5.8
IS-TF 272	6.3	72.7	3.7	4.7	5.3	6.7	7.3	6.0	6.3	6.7	5.3	5.8
IS-TF 291	6.7	63.7	4.0	5.3	6.3	7.0	6.7	6.3	6.0	5.7	5.0	5.8
JS 916	7.0	72.3	4.0	5.0	6.0	6.3	6.3	6.3	6.0	6.3	5.7	5.8
RAD-TF-92	7.3	60.3	4.3	5.7	7.3	8.0	6.3	5.0	5.0	5.3	5.0	5.8
BAR FA 121095	7.7	60.0	4.3	5.7	7.3	8.0	5.3	5.7	5.3	5.0	4.7	5.7
Bullseye	6.3	67.7	3.3	4.7	5.3	7.0	7.7	5.3	6.0	6.0	6.3	5.7
Falcon IV	5.7	68.0	4.0	5.0	6.0	6.7	6.7	5.7	6.0	6.3	5.0	5.7
PPG-TF-145	6.7	71.0	3.7	5.0	5.7	7.0	7.0	6.0	6.3	6.7	3.7	5.7
PST-5BP0	6.3	72.3	4.3	5.3	6.0	6.7	6.7	6.0	5.7	5.3	5.3	5.7
F711	6.7	54.0	4.3	5.7	6.7	5.7	5.7	5.0	5.3	6.0	6.3	5.6
IS-TF 282 M2	5.3	69.7	3.7	5.0	6.0	6.3	7.0	6.3	5.7	6.0	4.7	5.6
IS-TF 285	5.7	56.0	3.7	4.0	5.0	6.0	7.7	4.7	6.0	7.0	6.7	5.6
IS-TF 305 SEL	6.7	57.7	4.0	5.7	7.3	7.0	6.0	5.0	5.3	5.3	5.0	5.6
PSG-GSD	6.7	64.7	3.3	4.7	5.7	6.7	6.0	5.7	6.3	6.7	5.3	5.6
PSG-PO1	7.3	56.3	4.0	5.0	6.0	6.7	5.7	4.7	5.7	6.7	6.3	5.6
PST-5MVD	6.7	64.7	4.0	5.0	6.3	7.0	6.0	5.7	5.7	6.0	4.7	5.6
Caesar	7.7	69.0	4.3	5.7	6.3	6.7	6.3	6.0	5.3	4.7	4.7	5.6
Faith	6.3	67.7	3.7	4.0	5.0	6.3	6.3	5.3	6.0	6.7	6.0	5.5
IS-TF 311	6.7	63.0	4.3	5.0	6.0	7.0	6.3	5.3	5.0	5.3	5.0	5.5
JS 818	8.0	65.0	4.3	5.3	6.0	7.0	6.3	6.0	5.7	4.7	4.0	5.5
Swagger	7.7	58.0	4.0	5.0	6.0	7.0	6.3	5.0	5.0	5.3	6.0	5.5
RainDance	6.0	66.3	4.0	5.0	5.7	6.3	6.0	6.3	6.0	5.3	4.7	5.5
IS-TF 276 M2	6.7	71.7	4.0	5.7	6.7	6.3	6.3	5.3	5.0	4.7	4.7	5.4
PSG-8BP2	7.0	57.0	4.0	5.0	7.0	7.7	6.0	4.7	5.0	4.7	5.0	5.4

Table 3. 2013 mean turf performance ratings of tall fescue cultivars grown under shade at Carbondale, IL (Cont'd).

Entry	Seedling Vigor	% Cover Summer	Turf Quality Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Mean
BAR FA 120878	6.7	50.0	3.7	5.0	6.7	7.0	7.3	4.3	4.7	4.7	4.3	5.3
IS-TF 308 SEL	5.3	61.7	3.0	3.7	4.3	5.0	6.7	5.7	6.0	6.3	7.3	5.3
K12-MCD	5.0	64.7	3.7	4.7	5.7	6.7	5.7	5.3	5.0	5.3	5.3	5.3
PST-5DZP	6.7	63.0	4.0	5.0	6.0	5.7	6.0	5.3	5.0	5.0	5.7	5.3
RAD-TF-89	6.3	57.3	4.0	5.3	6.0	7.0	6.0	4.3	4.7	4.7	5.3	5.3
CCR2	7.3	57.7	3.3	4.3	5.0	6.3	5.7	5.0	5.3	5.3	6.3	5.2
Frontline	6.0	59.3	4.0	5.0	5.3	5.3	6.0	5.7	5.3	5.0	5.0	5.2
JS 825	8.0	43.0	4.3	5.7	7.0	7.3	5.3	5.0	4.3	4.0	3.7	5.2
Temptation	6.7	43.3	4.7	5.3	6.3	5.3	6.0	4.7	5.0	4.7	4.7	5.2
COMP. RES. SST	6.3	26.7	5.0	6.3	7.3	4.7	5.7	4.0	4.3	4.0	4.7	5.1
JS 819	6.3	61.0	4.0	5.3	6.0	6.3	5.3	5.3	5.0	4.3	4.0	5.1
Kentucky 31	7.7	63.0	4.3	5.3	6.0	5.0	8.0	5.3	4.7	4.3	3.3	5.1
PSG-TT4	6.3	53.0	3.3	4.3	5.3	6.3	6.3	4.7	4.7	5.0	5.7	5.1
RAD-TF-88	6.0	59.7	3.7	4.3	5.3	6.0	5.3	5.3	5.3	5.0	5.7	5.1
ATF 1612	5.0	58.7	3.3	4.7	5.7	5.7	5.7	5.0	5.0	5.0	5.0	5.0
IS-TF 284 M2	4.0	58.3	3.3	4.0	5.3	6.0	6.7	5.3	5.0	4.7	4.7	5.0
PPG-TF-142	5.7	61.7	3.7	5.0	5.3	6.0	6.3	5.0	4.7	4.3	4.7	5.0
BAR FA 121091	7.0	37.3	4.0	5.0	5.7	6.3	5.3	3.7	4.3	5.0	5.0	4.9
Aquaduct	5.0	55.0	3.0	4.3	5.7	5.7	6.3	5.0	4.7	4.3	4.0	4.8
GO-DFR	6.0	56.0	3.0	4.0	5.0	7.0	6.0	4.3	4.3	4.3	4.7	4.7
JS 809	7.0	26.3	4.0	5.3	6.3	6.3	4.0	3.7	4.0	4.0	3.3	4.6
K12-13	6.3	39.0	3.7	4.3	5.3	5.7	6.3	4.0	4.0	4.0	3.7	4.6
Marauder	6.3	40.7	3.7	5.0	6.3	5.0	5.7	4.3	4.0	3.3	3.0	4.5
Annihilator Ledeboer	5.7	16.0	4.3	5.3	6.3	5.7	5.7	2.7	3.0	3.3	3.0	4.4
Warhawk	6.0	51.3	3.7	4.7	5.3	5.0	6.0	4.0	4.0	4.0	2.7	4.4
204 RES. BLK4	7.0	14.7	3.7	4.0	3.7	4.7	4.7	2.3	3.0	3.0	2.7	3.5
LSD (0.05)	**2.6**	**21.5**	**3.9**	**2.1**	**4.8**	**2.4**	**5.1**	**2.8**	**1.6**	**2.1**	**1.9**	**1.0**
CV (%)	**15.9**	**19.0**	**19.8**	**17.0**	**21.6**	**15.0**	**20.7**	**22.4**	**16.0**	**19.5**	**19.2**	**9.7**

[1]9 ideal

Table 4. 2013 mean turf performance ratings of tall fescue cultivars grown at Witchita, KS.

Entry	Genetic Color	Brown Patch	Fall Color (Nov)	% Est.	Turf Quality Apr	May	June	July	Aug	Sep	Mean
MET 1	6.3[1]	7.0[2]	6.3[3]	75.0	7.7[3]	7.3	6.3	6.3	5.7	7.7	6.8
PPG-TF-170	6.0	7.3	5.7	73.3	7.3	7.3	5.7	6.7	6.7	7.0	6.8
W45	7.0	7.3	5.7	71.7	6.7	8.0	6.0	6.7	6.7	7.0	6.8
Hot Rod	6.0	7.7	5.7	68.3	6.3	7.7	6.3	6.0	6.3	7.7	6.7
GTO	6.0	8.0	6.0	73.3	6.7	7.7	5.7	6.3	6.7	7.0	6.7
Rhambler 2 SRP	6.0	7.3	5.3	78.3	7.0	8.0	5.7	6.0	6.7	6.7	6.7
LTP-F5DPDR	6.0	6.7	5.7	70.0	6.0	8.0	5.7	6.7	6.3	7.3	6.7
Pick W43	6.7	7.0	6.0	75.0	6.7	8.0	6.0	6.0	6.0	7.3	6.7
PPG-TF-135	6.7	8.0	6.0	71.7	5.7	7.3	6.0	7.0	7.0	7.3	6.7
PPG-TF-137	6.0	8.0	6.0	65.0	6.3	8.0	6.0	6.3	6.7	7.0	6.7
U43	6.7	7.0	5.3	73.3	6.7	7.7	5.7	7.0	5.7	7.7	6.7
ATF 1612	6.0	7.7	5.3	70.0	6.3	7.0	5.7	6.7	6.7	7.0	6.6
B23	6.7	7.7	5.3	78.3	6.7	8.3	5.3	6.0	6.0	7.0	6.6
F711	6.0	8.0	6.0	76.7	6.7	7.0	5.7	6.3	7.0	7.0	6.6
Faith	6.0	7.7	5.3	75.0	6.3	7.7	5.7	6.0	6.7	7.0	6.6
Firebird 2	6.3	7.7	6.0	63.3	5.7	7.7	6.0	6.3	6.7	7.3	6.6
Grande 3	6.3	8.0	6.3	71.7	6.7	7.0	6.0	6.7	6.0	7.3	6.6
IS-TF 291	6.7	6.3	5.7	71.7	5.7	7.3	6.3	6.7	6.0	7.3	6.6
IS-TF 308 SEL	6.0	7.0	6.0	60.0	5.3	8.0	6.0	6.7	6.7	7.0	6.6
IS-TF 310 SEL	6.3	7.3	5.7	65.0	6.0	8.0	6.3	6.0	6.3	6.7	6.6
MET 6 SEL	5.3	8.0	5.3	70.0	5.7	7.7	5.7	6.3	6.7	7.7	6.6
PPG-TF-115	5.7	7.7	5.3	70.0	6.0	7.7	6.3	6.0	6.3	7.3	6.6
PPG-TF-138	6.0	7.0	5.7	63.3	6.3	7.3	6.0	6.3	6.3	7.3	6.6
PPG-TF-157	6.3	7.3	6.3	61.7	5.3	7.3	6.3	6.3	7.0	7.0	6.6
T31	5.7	8.0	6.3	63.3	5.7	7.3	5.7	6.7	6.7	7.3	6.6
DZ1	6.3	6.3	6.0	66.7	5.7	7.3	6.3	6.3	6.0	7.3	6.5
Fesnova	5.3	7.3	5.7	70.0	6.0	7.7	6.0	6.0	6.3	7.0	6.5
Hemi	6.3	6.7	5.7	68.3	6.3	7.7	5.7	6.3	6.0	7.0	6.5
IS-TF 269 SEL	6.0	6.7	5.3	65.0	5.7	7.7	6.0	6.7	6.3	6.7	6.5
IS-TF 305 SEL	6.3	7.0	5.0	65.0	5.3	7.7	6.3	6.3	6.3	7.0	6.5
PPG-TF-150	5.7	7.7	5.7	66.7	6.0	7.3	6.3	6.0	6.3	7.0	6.5
PPG-TF-156	6.3	8.0	5.7	66.7	6.0	7.3	5.7	6.3	6.7	7.0	6.5
PSG-WE1	6.3	8.0	6.0	65.0	5.7	7.7	6.0	6.0	6.7	7.0	6.5
RZ2	5.3	7.3	5.7	66.7	5.7	7.7	6.7	6.0	5.7	7.3	6.5
SRX-TPC	6.0	8.0	5.0	70.0	5.7	7.3	6.7	5.7	6.7	7.0	6.5
U45	6.0	6.7	6.3	61.7	5.7	7.3	6.0	6.3	6.3	7.3	6.5
CCR2	6.0	7.7	6.3	71.7	5.7	8.3	5.7	6.0	6.3	6.7	6.4
Falcon V	6.0	6.7	6.0	73.3	6.3	7.3	6.0	6.3	5.3	7.3	6.4
IS-TF 284 M2	7.0	6.3	5.0	51.7	5.0	7.7	6.3	6.3	6.0	7.0	6.4
IS-TF 285	6.3	8.0	5.3	70.0	5.0	7.7	6.0	6.0	6.7	7.0	6.4
JS 916	6.0	7.3	5.7	56.7	5.7	7.3	6.3	6.3	6.0	7.0	6.4
K12-MCD	5.3	7.3	5.0	75.0	6.3	7.7	6.0	6.0	6.0	6.7	6.4
LTP-FSD	5.7	7.0	5.7	73.3	6.7	7.3	5.7	6.0	6.0	7.0	6.4
LTP-TWUU	6.0	7.0	6.0	71.7	6.3	7.7	5.7	6.0	5.7	7.0	6.4
PPG-TF-105	6.0	7.7	5.3	68.3	5.7	7.7	6.3	6.7	5.7	6.7	6.4

Table 4. 2013 mean turf performance ratings of tall fescue cultivars grown at Witchita, KS (Cont'd).

Entry	Genetic Color	Brown Patch	Fall Color (Nov)	% Est.	Turf Quality Apr	May	June	July	Aug	Sep	Mean
PPG-TF-145	7.0	7.0	5.7	65.0	5.7	7.7	6.3	5.7	6.0	7.0	6.4
PPG-TF-152	6.0	8.0	5.7	63.3	5.0	7.3	6.0	6.3	6.7	7.0	6.4
PPG-TF-172	6.0	7.0	6.3	71.7	6.0	8.0	6.0	5.7	5.7	7.3	6.4
PST-5MVD	5.0	7.3	4.7	71.7	6.0	7.3	6.0	6.3	6.0	7.0	6.4
Terrano	5.3	6.7	5.3	68.3	6.7	7.3	6.3	5.3	6.0	7.0	6.4
W41	6.0	8.0	6.3	68.3	6.0	7.0	6.0	6.0	6.3	7.3	6.4
ZW 44	6.0	8.0	6.3	66.7	5.3	7.0	6.3	6.3	6.7	6.7	6.4
Saltillo	5.0	7.7	5.3	65.0	5.3	7.0	5.7	6.0	6.7	7.3	6.3
PST-5EV2	5.7	7.3	5.3	68.3	6.0	7.3	5.7	6.0	5.7	7.3	6.3
Bizem	6.0	7.7	5.0	63.3	5.7	7.0	6.0	6.0	6.3	7.0	6.3
Bullseye	6.0	7.0	5.0	71.7	6.0	7.3	5.7	6.7	6.0	6.3	6.3
IS-TF 289	6.3	7.0	5.3	70.0	5.7	7.7	5.7	6.0	6.0	7.0	6.3
IS-TF 307 SEL	6.7	7.0	5.3	61.7	5.0	7.7	5.7	7.0	5.7	7.0	6.3
IS-TF 330	6.7	7.3	5.0	61.7	5.3	7.3	6.0	6.3	6.3	6.3	6.3
MET-3	5.7	7.3	5.7	68.3	5.7	7.3	5.0	6.0	6.7	7.0	6.3
PPG-TF-147	5.7	8.0	5.3	66.7	6.3	7.0	5.7	6.0	6.0	7.0	6.3
PPG-TF-151	5.7	6.7	5.0	66.7	5.7	7.3	6.0	6.0	6.0	6.7	6.3
PPG-TF-169	6.0	6.7	6.7	73.3	6.3	7.0	6.0	5.7	5.3	7.3	6.3
PSG-PO1	6.0	6.7	5.7	68.3	5.7	7.0	6.0	6.0	6.3	7.0	6.3
PST-5BP0	5.0	8.0	5.3	61.7	6.3	7.0	5.7	6.0	6.0	7.0	6.3
RAD-TF-83	6.7	6.3	4.7	70.0	5.7	7.3	6.3	6.0	5.3	7.0	6.3
Regenerate	6.7	8.0	6.3	75.0	7.3	7.3	5.3	5.0	6.3	6.7	6.3
IS-TF-287	6.7	6.7	5.0	76.7	6.3	7.3	5.3	6.3	5.3	7.0	6.3
Caesar	6.7	5.7	5.7	76.7	6.3	7.0	6.3	6.0	5.3	6.7	6.3
ATF 1736	6.0	7.7	5.0	68.3	6.3	7.0	5.3	6.0	6.3	6.3	6.2
ATF 1754	6.0	7.0	5.7	63.3	6.0	7.0	6.0	6.0	5.3	7.0	6.2
BAR FA 121089	5.7	6.0	4.7	66.7	6.0	7.0	5.7	6.0	6.0	6.7	6.2
BURL TF-69	6.0	6.7	5.0	70.0	6.0	7.3	5.7	6.0	5.7	6.7	6.2
Catalyst	5.3	7.7	5.3	71.7	5.3	7.7	5.3	5.7	6.3	6.7	6.2
DB1	7.0	4.7	5.7	68.3	5.0	8.0	6.7	6.0	4.7	7.0	6.2
Frontline	7.0	5.7	4.7	70.0	6.0	7.3	5.7	6.7	5.3	6.0	6.2
IS-TF 272	7.3	7.7	5.0	61.7	5.0	7.3	6.3	6.3	5.7	6.3	6.2
K12-05	7.0	6.7	4.7	60.0	5.0	7.7	6.3	6.0	5.7	6.3	6.2
RAD-TF-88	6.3	5.3	5.7	60.0	5.3	8.0	6.3	5.3	5.0	7.0	6.2
ATF 1704	5.3	7.0	5.3	66.7	5.7	7.0	5.7	6.0	5.7	6.7	6.1
Falcon IV	5.3	6.7	5.0	73.3	6.0	7.0	6.0	6.0	5.7	6.0	6.1
IS-TF 276 M2	5.7	7.0	5.0	70.0	6.0	7.0	5.7	6.0	5.3	6.3	6.1
IS-TF 282 M2	7.0	6.7	4.7	60.0	4.7	7.3	6.0	6.3	5.7	6.7	6.1
PPG-TF-139	5.7	8.0	5.0	61.7	5.0	7.3	5.7	6.0	6.7	6.0	6.1
PSG-8BP2	5.3	7.7	4.7	70.0	5.3	7.3	5.7	5.7	5.7	6.7	6.1
PSG-GSD	5.0	7.7	5.0	75.0	6.0	7.3	5.7	5.7	5.7	6.3	6.1
PST-5BRK	5.3	7.0	5.0	71.7	5.7	7.0	6.0	5.3	5.3	7.0	6.1
Swagger	5.3	7.7	4.7	71.7	6.0	6.7	5.7	6.0	6.0	6.3	6.1
Inspiration	5.0	7.3	5.0	66.7	6.3	7.0	5.7	5.7	5.3	6.3	6.1
RAD-TF-89	6.3	6.3	5.0	63.3	4.7	7.7	6.0	6.0	5.7	6.7	6.1

Table 4. 2013 mean turf performance ratings of tall fescue cultivars grown at Witchita, KS (Cont'd).

Entry	Genetic Color	Brown Patch	Fall Color (Nov)	% Est.	Turf Quality Apr	May	June	July	Aug	Sep	Mean
RAD-TF-92	6.7	6.7	5.3	70.0	5.3	7.0	6.0	6.0	5.3	7.0	6.1
IS-TF 311	6.0	7.7	5.7	61.7	5.0	6.7	5.0	6.0	6.3	7.0	6.0
JS 818	6.0	5.7	4.7	76.7	5.7	7.3	6.0	6.7	4.7	5.7	6.0
PSG-TT4	5.0	6.0	4.7	68.3	5.7	7.0	5.3	5.7	5.0	7.0	5.9
PST-5DZP	5.7	4.7	4.7	60.0	5.0	7.3	6.0	5.7	4.7	7.0	5.9
PST-5EX2	5.0	8.0	5.0	75.0	5.3	6.3	5.3	5.7	6.0	7.0	5.9
TD1	6.3	4.7	5.7	68.3	5.0	7.7	6.7	6.0	4.3	6.0	5.9
Meridian	5.3	7.3	4.7	70.0	5.0	7.7	4.7	5.3	6.0	6.3	5.8
K12-13	6.7	5.3	4.3	55.0	4.0	7.3	6.3	6.3	5.3	5.7	5.8
Temptation	7.3	6.0	4.7	70.0	5.0	7.0	6.3	6.0	4.3	6.3	5.8
RainDance	5.0	6.7	4.7	68.3	5.3	7.0	5.3	5.7	5.3	6.3	5.8
COMP. RES. SST	5.7	4.0	4.7	65.0	5.7	7.3	6.0	6.0	3.7	5.7	5.7
Aquaduct	5.0	5.7	4.7	73.3	6.3	6.3	5.7	6.3	4.3	4.7	5.6
BAR FA 121091	7.0	5.3	3.7	65.0	5.7	7.0	5.7	5.3	4.3	5.7	5.6
PPG-TF-142	7.0	5.3	5.3	66.7	4.0	7.0	6.3	6.0	4.7	5.7	5.6
GO-DFR	6.3	6.7	5.7	65.0	5.0	6.0	5.0	5.3	5.3	6.3	5.5
JS 809	5.7	5.7	4.0	76.7	6.3	7.3	5.3	5.0	4.3	4.7	5.5
204 RES. BLK4	5.7	4.7	4.3	65.0	5.0	7.0	5.7	5.7	4.7	4.3	5.4
BAR FA 121095	6.0	4.7	4.7	65.0	3.7	7.0	5.3	5.7	4.3	6.3	5.4
JS 819	6.0	5.7	4.3	70.0	4.7	7.3	5.3	5.0	4.3	6.0	5.4
Marauder	5.0	4.0	3.7	66.7	5.7	7.0	6.0	5.7	3.0	5.0	5.4
JS 825	5.3	4.7	4.0	66.7	4.3	7.7	5.3	5.3	3.7	5.7	5.3
Annihilator Ledeboer	5.0	5.3	4.0	73.3	4.7	5.7	5.0	5.7	4.3	5.0	5.1
Warhawk	5.3	3.3	4.3	68.3	5.7	6.7	6.0	4.3	3.3	4.3	5.1
BAR FA 120878	4.0	7.3	4.3	68.3	5.3	5.0	5.0	4.0	4.7	4.0	4.7
Kentucky 31	3.0	8.0	4.0	84.7	4.0	3.3	3.7	4.0	3.0	3.0	3.5
LSD (0.05)	**0.7**	**2.2**	**0.9**	**9.3**	**1.8**	**1.0**	**1.3**	**1.4**	**1.5**	**1.0**	**0.6**
CV (%)	**7.8**	**16.8**	**10.6**	**7.8**	**15.2**	**8.2**	**9.9**	**11.0**	**14.8**	**9.8**	**6.0**

[1]9 = dark green; [2]9 = no disease; [3]9 = ideal

Table 5. 2013 mean brown patch ratings of tall fescue cultivars grown 4 locations in the US.

Entry	AR1	NC1	NJ2	TN1	Mean
W45	9.0[1]	8.0	7.7	8.7	8.3
RZ2	8.3	8.7	6.7	8.7	8.1
MET-3	8.7	8.7	6.3	8.7	8.1
F711	8.7	8.7	5.7	9.0	8.0
CCR2	8.7	8.0	7.0	8.0	7.9
PPG-TF-156	9.0	7.7	6.3	8.7	7.9
IS-TF 330	9.0	8.3	5.7	8.3	7.8
MET 6 SEL	8.3	8.0	6.3	8.7	7.8
Rhambler 2 SRP	8.3	8.3	5.7	9.0	7.8
ZW 44	7.7	8.0	7.0	8.7	7.8
ATF 1704	8.7	8.7	5.7	8.0	7.8
IS-TF 285	9.0	7.7	5.7	8.7	7.8
U43	7.7	8.0	7.0	8.3	7.8
Hemi	8.0	8.0	5.7	9.0	7.7
B23	7.0	8.0	7.0	8.7	7.7
IS-TF 305 SEL	8.7	8.0	5.0	9.0	7.7
LTP-TWUU	7.3	7.7	7.3	8.3	7.7
PPG-TF-137	8.0	8.0	6.0	8.7	7.7
PST-5EV2	8.3	7.7	6.0	8.3	7.6
IS-TF 311	8.3	8.0	5.3	8.7	7.6
PPG-TF-150	8.0	8.3	5.7	8.3	7.6
PST-5EX2	8.0	8.3	5.7	8.3	7.6
SRX-TPC	9.0	7.7	5.3	8.3	7.6
Pick W43	8.7	8.0	5.7	8.0	7.6
LTP-F5DPDR	8.0	8.3	5.7	8.0	7.5
ATF 1736	8.7	8.3	4.3	8.7	7.5
Fesnova	8.0	8.0	6.0	8.0	7.5
Hot Rod	7.0	8.0	6.3	8.7	7.5
IS-TF 291	8.3	7.7	5.3	8.7	7.5
IS-TF-287	9.0	7.7	5.0	8.3	7.5
Firebird 2	7.3	8.0	6.0	8.3	7.4
PPG-TF-139	8.7	7.7	5.0	8.3	7.4
PPG-TF-157	6.7	8.0	6.3	8.7	7.4
U45	7.3	7.7	6.0	8.7	7.4
Falcon V	6.7	8.0	5.7	9.0	7.3
PPG-TF-105	5.3	8.3	6.7	9.0	7.3
PST-5MVD	8.0	7.7	5.3	8.3	7.3
Bizem	8.0	7.7	5.3	8.0	7.3
Faith	7.0	7.3	6.0	8.7	7.3
K12-MCD	8.7	7.7	4.0	8.7	7.3
LTP-FSD	7.7	8.0	4.7	8.7	7.3
PPG-TF-135	7.3	7.7	5.3	8.7	7.3
PPG-TF-152	5.3	8.3	6.3	9.0	7.3
Regenerate	7.0	7.7	6.3	8.0	7.3
Meridian	7.3	7.7	5.3	8.3	7.2
GTO	6.7	7.7	5.7	8.7	7.2
PPG-TF-172	6.3	8.0	5.7	8.7	7.2
PSG-PO1	6.7	7.7	5.7	8.7	7.2
Bullseye	8.0	7.3	4.7	8.3	7.1
Catalyst	6.0	8.0	5.7	8.7	7.1
IS-TF 310 SEL	6.7	7.3	5.7	8.7	7.1
MET 1	6.0	8.0	5.7	8.7	7.1
PSG-WE1	6.7	8.0	5.0	8.7	7.1
T31	7.0	7.7	5.3	8.3	7.1
Grande 3	7.3	7.3	5.0	8.7	7.1
ATF 1612	5.3	8.0	5.7	9.0	7.0
IS-TF 307 SEL	6.7	8.0	4.7	8.7	7.0
PPG-TF-115	7.0	8.7	3.7	8.7	7.0
PPG-TF-170	5.3	8.3	6.3	8.0	7.0
IS-TF 284 M2	7.0	7.7	4.7	8.3	6.9

Table 5. 2013 mean brown patch ratings of tall fescue cultivars grown 4 locations in the US (Cont'd).

Entry	AR1	NC1	NJ2	TN1	Mean
JS 916	6.7	7.7	5.3	8.0	6.9
ATF 1754	7.3	7.0	4.7	8.7	6.9
IS-TF 282 M2	8.7	7.7	3.3	8.0	6.9
PST-5BP0	7.3	8.0	4.3	8.0	6.9
BAR FA 121095	7.3	7.3	4.3	8.3	6.8
Caesar	9.0	7.0	3.7	7.7	6.8
IS-TF 289	6.7	7.3	5.0	8.3	6.8
IS-TF 308 SEL	6.3	7.7	4.7	8.7	6.8
PPG-TF-148	3.3	8.3	6.7	9.0	6.8
PSG-GSD	7.0	7.7	4.3	8.3	6.8
PST-5BRK	6.0	8.0	5.3	8.0	6.8
Terrano	7.3	8.0	4.3	7.7	6.8
PPG-TF-169	6.0	7.7	5.7	7.7	6.8
Falcon IV	7.7	7.3	3.7	8.3	6.8
Kentucky 31	9.0	7.3	3.7	7.0	6.8
PPG-TF-145	7.3	7.3	4.0	8.3	6.8
RAD-TF-89	6.7	6.7	5.7	8.0	6.8
W41	6.3	7.3	5.0	8.3	6.8
DZ1	6.0	8.0	4.3	8.3	6.7
RAD-TF-92	6.3	7.0	5.0	8.3	6.7
TD1	5.0	7.3	5.7	8.7	6.7
RAD-TF-83	5.7	7.7	4.7	8.3	6.6
Saltillo	5.3	8.0	4.3	8.3	6.5
BAR FA 121089	6.3	7.3	4.7	7.7	6.5
Frontline	7.7	6.7	3.7	8.0	6.5
IS-TF 269 SEL	5.7	7.7	4.3	8.3	6.5
PSG-8BP2	6.3	7.3	3.3	9.0	6.5
Temptation	5.3	8.0	4.3	8.3	6.5
JS 825	6.7	7.7	3.7	7.7	6.4
Inspiration	6.3	7.3	3.7	8.3	6.4
IS-TF 272	4.0	7.7	5.0	8.7	6.3
PPG-TF-142	5.7	7.0	4.7	8.0	6.3
Swagger	6.7	7.3	3.0	8.3	6.3
PPG-TF-151	4.3	8.0	5.0	8.0	6.3
IS-TF 276 M2	4.7	7.7	4.0	8.7	6.3
PPG-TF-138	4.7	7.7	4.7	7.7	6.2
RAD-TF-88	3.7	7.7	5.3	8.0	6.2
K12-13	6.0	7.7	3.0	7.7	6.1
BURL TF-69	3.0	7.7	5.0	8.3	6.0
PSG-TT4	5.0	7.3	3.7	8.0	6.0
JS 819	4.7	6.7	4.0	8.3	5.9
PST-5DZP	4.3	7.7	3.3	8.3	5.9
DB1	3.7	7.3	4.3	8.3	5.9
Aquaduct	5.7	6.7	3.0	8.0	5.8
K12-05	3.3	7.7	4.3	8.0	5.8
RainDance	3.7	7.3	4.3	7.7	5.8
BAR FA 120878	6.7	6.0	2.7	7.3	5.7
GO-DFR	2.7	7.7	4.0	8.3	5.7
Warhawk	4.0	7.0	2.3	8.3	5.4
Annihilator Ledeboer	5.0	6.3	2.3	8.0	5.4
JS 809	2.0	8.0	4.0	7.3	5.3
JS 818	2.3	7.3	3.7	8.0	5.3
Marauder	3.0	6.7	2.7	8.3	5.2
COMP. RES. SST	2.0	6.7	3.3	8.0	5.0
BAR FA 121091	2.7	6.3	2.3	7.7	4.8
204 RES. BLK4	0.7	6.0	3.0	8.3	4.5
LSD (0.05)	**3.9**	**1.1**	**1.8**	**0.8**	**1.1**
CV (%)	**36.9**	**8.7**	**22.2**	**6.1**	**20.3**

[1]9 = no disease

Table 6. 2013 mean brown patch ratings of tall fescue cultivars grown at North Brunswick, NJ.

Entry	03 July	25 July	Mean
MET 6 SEL	8.3[1]	7.0	7.7
PPG-TF-150	8.0	7.3	7.7
PPG-TF-172	8.7	6.7	7.7
PSG-WE1	8.3	7.0	7.7
Bullseye	8.7	6.3	7.5
ATF 1612	8.0	6.7	7.3
Bizem	8.7	6.0	7.3
CCR2	8.3	6.3	7.3
IS-TF 307 SEL	8.7	6.0	7.3
PPG-TF-105	7.7	7.0	7.3
PSG-GSD	8.0	6.7	7.3
Rhambler 2 SRP	8.0	6.7	7.3
RZ2	8.3	6.3	7.3
Falcon V	8.3	6.0	7.2
IS-TF 289	8.7	5.7	7.2
MET-3	8.0	6.3	7.2
Regenerate	8.3	6.0	7.2
PST-5EV2	8.7	5.3	7.0
IS-TF 311	8.0	6.0	7.0
LTP-TWUU	8.3	5.7	7.0
MET 1	8.0	6.0	7.0
SRX-TPC	8.3	5.7	7.0
Hemi	8.0	5.7	6.8
F711	8.0	5.3	6.7
LTP-F5DPDR	7.7	5.7	6.7
PPG-TF-142	7.3	6.0	6.7
PPG-TF-156	8.3	5.0	6.7
U45	8.3	5.0	6.7
Firebird 2	8.3	4.7	6.5
GTO	8.0	5.0	6.5
RAD-TF-89	7.7	5.3	6.5
W41	8.3	4.7	6.5
Pick W43	8.7	4.0	6.3
B23	7.7	4.7	6.2
Faith	7.0	5.3	6.2
Fesnova	7.3	5.0	6.2
PPG-TF-152	8.0	4.3	6.2
W45	7.3	5.0	6.2
Saltillo	7.7	4.3	6.0
Hot Rod	8.0	4.0	6.0
IS-TF 291	8.0	4.0	6.0
PPG-TF-137	7.7	4.3	6.0
PPG-TF-139	8.0	4.0	6.0
PPG-TF-157	8.0	4.0	6.0
PST-5EX2	7.3	4.7	6.0
U43	7.7	4.3	6.0
ZW 44	7.7	4.3	6.0
IS-TF 284 M2	7.3	4.3	5.8
IS-TF 305 SEL	7.7	4.0	5.8
PPG-TF-151	7.0	4.7	5.8
Terrano	8.0	3.7	5.8
ATF 1704	7.3	4.0	5.7
Grande 3	7.3	4.0	5.7
JS 916	7.7	3.7	5.7
LTP-FSD	7.3	4.0	5.7
PPG-TF-135	7.0	4.3	5.7
PPG-TF-170	8.0	3.3	5.7
ATF 1736	7.7	3.3	5.5
Falcon IV	8.0	3.0	5.5
Kentucky 31	6.0	5.0	5.5

Table 6. 2013 mean brown patch ratings of tall fescue cultivars grown at North Brunswick, NJ (Cont'd).

Entry	03 July	25 July	Mean
PPG-TF-169	7.0	4.0	5.5
PST-5DZP	7.7	3.3	5.5
RainDance	7.3	3.7	5.5
ATF 1754	7.0	3.7	5.3
Caesar	6.7	4.0	5.3
IS-TF 282 M2	7.0	3.7	5.3
PPG-TF-148	7.3	3.3	5.3
PST-5MVD	6.7	4.0	5.3
RAD-TF-92	7.7	3.0	5.3
BURL TF-69	7.3	3.0	5.2
Catalyst	6.7	3.7	5.2
PSG-TT4	6.7	3.7	5.2
DZ1	7.0	3.0	5.0
GO-DFR	6.7	3.3	5.0
IS-TF 285	7.3	2.7	5.0
IS-TF 308 SEL	7.3	2.7	5.0
PST-5BRK	6.7	3.3	5.0
Annihilator Ledeboer	7.0	2.7	4.8
BAR FA 121095	6.7	3.0	4.8
IS-TF 269 SEL	6.7	3.0	4.8
IS-TF 330	7.3	2.3	4.8
JS 825	6.3	3.3	4.8
PST-5BP0	6.0	3.7	4.8
Swagger	6.7	3.0	4.8
BAR FA 121089	6.3	3.0	4.7
Frontline	6.0	3.3	4.7
T31	6.3	3.0	4.7
Meridian	5.7	3.3	4.5
IS-TF 310 SEL	6.3	2.7	4.5
IS-TF-287	7.0	2.0	4.5
PPG-TF-145	7.0	2.0	4.5
Temptation	5.3	3.7	4.5
Aquaduct	5.3	3.3	4.3
Inspiration	5.7	3.0	4.3
K12-MCD	6.0	2.7	4.3
Marauder	6.3	2.3	4.3
PSG-PO1	6.3	2.3	4.3
BAR FA 120878	5.7	2.7	4.2
JS 809	5.7	2.7	4.2
JS 818	5.3	3.0	4.2
PPG-TF-115	6.3	2.0	4.2
PSG-8BP2	6.3	2.0	4.2
RAD-TF-88	6.3	2.0	4.2
BAR FA 121091	6.3	1.7	4.0
DB1	6.0	2.0	4.0
IS-TF 276 M2	6.3	1.3	3.8
COMP. RES. SST	5.3	2.0	3.7
PPG-TF-138	6.0	1.3	3.7
TD1	5.7	1.7	3.7
204 RES. BLK4	5.0	2.0	3.5
JS 819	5.3	1.3	3.3
RAD-TF-83	5.3	1.3	3.3
IS-TF 272	5.3	1.0	3.2
Warhawk	5.3	1.0	3.2
K12-05	3.3	1.0	2.2
K12-13	3.0	1.0	2.0
LSD (0.05)	**3.0**	**5.0**	**3.3**
CV (%)	**19.8**	**54.5**	**28.5**

[1]9 = no disease

Table 7. 2013 mean brown patch ratings of tall fescue cultivars grown at Stillwater, OK.

Entry	13 Aug	29 Aug	10 Sep	Mean
BAR FA 120878	7.7[1]	7.3	7.3	7.4
BAR FA 121089	7.7	7.0	7.7	7.4
Kentucky 31	7.7	7.0	7.7	7.4
Terrano	7.7	6.7	7.7	7.3
K12-MCD	8.0	6.7	7.0	7.2
Raindance	8.0	6.7	7.0	7.2
Saltillo	8.0	6.3	6.7	7.0
Aquaduct	7.3	6.3	7.3	7.0
PPG-TF-145	7.3	6.7	7.0	7.0
IS-TF 282 M2	8.0	6.0	6.7	6.9
PPG-TF-115	7.3	6.7	6.7	6.9
PST-5BP0	8.0	6.0	6.7	6.9
PST-5DZP	7.3	6.7	6.7	6.9
Frontline	7.7	6.3	6.3	6.8
Inspiration	6.7	6.7	7.0	6.8
PSG-8BP2	6.0	6.7	7.7	6.8
Meridian	7.0	6.3	6.7	6.7
IS-TF 276 M2	7.7	6.0	6.3	6.7
IS-TF 311	7.0	6.3	6.7	6.7
JS 825	7.0	6.0	7.0	6.7
Swagger	7.3	6.0	6.7	6.7
Temptation	7.3	6.3	6.3	6.7
PST-5EV2	6.7	6.3	6.7	6.6
GO-DFR	7.3	6.0	6.3	6.6
IS-TF 284 M2	7.0	6.0	6.7	6.6
IS-TF 305 SEL	7.0	6.0	6.7	6.6
PPG-TF-138	7.3	6.0	6.3	6.6
Bizem	7.3	5.3	6.7	6.4
CCR2	7.0	6.0	6.3	6.4
PPG-TF-157	7.3	5.7	6.3	6.4
PST-5EX2	7.0	6.0	6.3	6.4
SRX-TPC	7.3	5.7	6.3	6.4
W41	7.0	5.7	6.7	6.4
Caesar	6.3	6.0	6.7	6.3
IS-TF 285	7.7	6.0	5.3	6.3
LTP-FSD	8.0	5.7	5.3	6.3
PPG-TF-151	6.0	6.0	7.0	6.3
PSG-TT4	6.0	6.3	6.7	6.3
PST-5BRK	6.7	6.0	6.3	6.3
BAR FA 121095	5.7	5.7	7.3	6.2
IS-TF 289	7.0	5.7	6.0	6.2
IS-TF 307 SEL	7.0	5.3	6.3	6.2
PPG-TF-142	7.3	5.7	5.7	6.2
PSG-GSD	7.0	5.7	6.0	6.2
Rhambler 2 SRP	7.3	5.3	6.0	6.2
ATF 1704	6.7	5.7	6.0	6.1
BAR FA 121091	5.7	6.0	6.7	6.1
Falcon IV	6.7	5.3	6.3	6.1
PPG-TF-139	6.7	6.0	5.7	6.1
PPG-TF-152	6.3	6.0	6.0	6.1
IS-TF 330	6.7	5.3	6.0	6.0
JS 916	6.3	5.3	6.3	6.0
LTP-F5DPDR	6.7	5.7	5.7	6.0
Pick W43	6.3	5.7	6.0	6.0
K12-05	5.7	5.7	6.3	5.9
PPG-TF-172	6.3	5.3	6.0	5.9
Faith	6.7	5.0	5.7	5.8
GTO	6.7	5.3	5.3	5.8
IS-TF 269 SEL	6.3	5.0	6.0	5.8
IS-TF 310 SEL	6.0	5.3	6.0	5.8

Table 7. 2013 mean brown patch ratings of tall fescue cultivars grown at Stillwater, OK (Cont'd).

Entry	13 Aug	29 Aug	10 Sep	Mean
MET-3	5.3	6.0	6.0	5.8
RZ2	6.3	5.0	6.0	5.8
F711	6.3	5.3	5.3	5.7
Fesnova	6.0	5.0	6.0	5.7
JS 809	6.3	5.3	5.3	5.7
JS 818	6.7	5.0	5.3	5.7
LTP-TWUU	6.0	5.0	6.0	5.7
MET 1	6.7	5.0	5.3	5.7
PPG-TF-150	6.0	5.3	5.7	5.7
Warhawk	6.3	4.7	6.0	5.7
ATF 1612	5.7	5.3	5.7	5.6
DZ1	6.7	5.0	5.0	5.6
PPG-TF-105	6.7	5.0	5.0	5.6
TD1	4.7	5.7	6.3	5.6
Falcon V	6.3	5.0	5.0	5.4
Grande 3	6.0	4.7	5.7	5.4
JS 819	6.7	5.0	4.7	5.4
IS-TF 272	5.0	5.3	5.7	5.3
IS-TF 308 SEL	5.7	5.0	5.3	5.3
PPG-TF-170	6.7	5.0	4.3	5.3
T31	6.0	5.0	5.0	5.3
W45	5.7	4.7	5.7	5.3
Firebird 2	6.3	4.3	5.0	5.2
IS-TF-287	5.7	4.7	5.3	5.2
U45	5.3	5.0	5.3	5.2
IS-TF 291	6.0	5.0	4.3	5.1
PPG-TF-137	6.0	5.0	4.3	5.1
PST-5MVD	5.3	5.0	5.0	5.1
ATF 1754	5.7	4.7	4.7	5.0
PPG-TF-169	5.7	4.7	4.7	5.0
ATF 1736	5.7	4.3	4.7	4.9
Hot Rod	6.0	4.3	4.3	4.9
K12-13	3.7	5.3	5.7	4.9
ZW 44	5.0	4.7	5.0	4.9
MET 6 SEL	5.7	4.3	4.3	4.8
PSG-WE1	5.0	4.3	5.0	4.8
B23	5.7	4.3	4.0	4.7
PPG-TF-156	5.7	4.0	4.3	4.7
Bullseye	5.0	4.3	4.3	4.6
DB1	4.0	4.7	5.0	4.6
Hemi	5.0	4.0	4.3	4.4
PPG-TF-148	5.0	4.0	4.3	4.4
PPG-TF-135	4.7	4.3	4.0	4.3
PSG-PO1	4.7	3.7	4.7	4.3
Regenerate	4.7	4.3	4.0	4.3
U43	4.3	3.7	4.3	4.1
Catalyst	4.0	3.7	3.7	3.8
RAD-TF-92	4.3	2.7	4.3	3.8
RAD-TF-83	3.7	3.3	3.7	3.6
BURL TF-69	3.7	3.0	3.3	3.3
Annihilator Ledeboer	4.3	3.0	2.3	3.2
COMP. RES. SST	4.0	3.7	2.0	3.2
RAD-TF-89	3.3	2.7	2.3	2.8
204 RES. BLK4	3.3	2.3	2.3	2.7
Marauder	3.3	2.3	2.3	2.7
RAD-TF-88	2.3	2.3	2.0	2.2
LSD (0.05)	**1.9**	**1.2**	**1.6**	**1.2**
CV (%)	**18.3**	**15.0**	**18.0**	**13.8**

[1]9 = no disease

Table 8. 2013 mean turf performance ratings for entries in a tall fescue turf trial seeded fall of 2012 near Rolesville, NC and maintained at a 2.0" mowing height.

Entry	Brown Patch	Summer Turf Quality
Cumberland	6.8[1]	6.0[2]
Faith	7.2	5.8
Dynamic II	5.9	5.6
Saltillo	5.9	5.5
Rebel XL	5.7	5.5
Bullseye	6.0	5.3
Raptor II	6.2	5.1
Wolfpack II	6.2	5.1
Grande 3	5.9	5.1
Tar Heel II	6.7	5.0
Endeavor II	5.7	5.0
Inspiration	6.4	5.0
Matador GT	6.3	4.9
Speedway	5.1	4.9
Coronado TDH	6.0	4.8
Virtue II	6.9	4.8
Fat Cat	4.4	4.8
Shenandoah Sport	5.2	4.8
Tulsa Time	5.8	4.8
Falcon V	6.1	4.7
Tarnation GT	5.0	4.6
Mustang 4	5.3	4.6
RainDance	5.0	4.5
Titanium LS	5.4	4.5
Innovator	5.4	4.4
Grande II	3.9	4.3
Firecracker LS	5.0	4.3
Finelawn Xpress	5.0	4.2
Shenandoah Elite	6.6	4.2
Gazelle II	4.8	4.1
Wolfpack	6.3	4.0
Silverstar	5.6	3.8
Crossfire 3	4.0	3.5
Kentucky 31	3.0	2.0
LSD (0.05)	**1.7**	**0.9**
CV (%)	**18.9**	**11.0**

[1]9 = no disease; [2]9 = ideal

Table 9. 2013 mean turf quality and percent green cover ratings for entries in a tall fescue turf trial seeded fall of 2012 in a rain-out shelter near Rolesville, NC and maintained at a 2.0" mowing height.

Entry	Turf Quality Through July	% Green Cover*										
		19 July	01 Aug	09 Aug	16 Aug	23 Aug	30 Aug	06 Sep	13 Sep	01 Oct	31 Oct	20 Nov
Saltillo	5.8[1]	95.6	94.6	88.5	76.7	69.9	69.1	**67.6**	69.1	73.1	70.8	64.1
Cumberland	5.7	95.4	95.3	89.7	73.7	62.1	56.0	**50.7**	56.0	54.8	55.5	51.0
Kentucky 31	2.5	96.3	97.4	94.6	78.9	70.3	57.1	**50.3**	57.1	55.2	55.8	49.7
Inspiration	5.1	94.7	95.3	90.4	71.8	58.8	54.3	**50.0**	54.3	53.7	59.6	53.3
RainDance	6.2	95.4	93.2	85.5	63.8	51.5	42.6	**40.9**	42.6	50.1	54.5	50.0
Virtue II	5.4	95.0	95.4	86.5	51.5	42.2	38.8	**33.5**	38.8	38.1	41.6	36.2
Tarnation GT	5.5	92.2	87.9	74.1	44.7	34.8	30.5	**25.6**	30.5	30.2	38.8	33.2
Crackle	6.1	93.5	88.3	77.3	44.9	27.6	24.5	**24.0**	24.5	27.8	35.4	29.1
2nd Millennium	5.8	93.8	91.9	81.4	53.5	38.7	32.6	**23.6**	32.6	28.3	33.9	30.0
PST-5WAL	5.3	92.9	86.0	74.0	48.6	34.2	23.6	**16.4**	23.6	20.1	22.2	20.2
LSD (0.05)	**0.8**	**2.9**	**5.7**	**10.7**	**23.6**	**26.1**	**27.7**	**29.3**	**27.7**	**29.9**	**25.3**	**25.5**
CV (%)	**9.9**	**2.2**	**4.4**	**8.8**	**26.8**	**37.2**	**45.7**	**54.9**	**45.7**	**49.4**	**37.7**	**42.4**

[1]9 = ideal; *evaluated using digital image analysis
Irrigation was withheld beginning 19 July

Table 10. Mean turf performance ratings for entries in a tall fescue turf trial seeded fall of 2011 near Rolesville, NC and maintained at a 2" mowing height.

	Turf Quality			Brown Patch		
Entry	**2012**	**2013**	**Mean**	**2012**	**2013**	**Mean**
Saltillo	5.0	3.6[1]	4.3	7.3[2]	6.5	6.9
RainDance	5.1	5.2	5.1	6.6	6.2	6.4
Cumberland	5.8	6.4	6.1	6.4	6.2	6.3
Virtue II	3.1	3.3	3.2	5.4	5.7	5.5
Coronado TDH	4.4	2.6	3.5	4.9	5.8	5.4
Tar Heel II	4.3	2.8	3.5	5.3	5.2	5.3
Wolfpack	3.7	3.0	3.4	5.2	5.5	5.3
Endeavor II	4.3	3.0	3.7	4.4	6.0	5.2
Duration	4.4	3.3	3.9	3.9	5.8	4.9
Dynamic II	4.6	4.2	4.4	3.6	6.0	4.8
Titanium LS	4.4	2.2	3.3	4.3	5.3	4.8
Tulsa Time	4.6	2.4	3.5	4.9	4.5	4.7
Tarnation GT	4.4	3.2	3.8	3.6	5.7	4.6
Shenandoah Sport	4.1	3.2	3.6	3.4	5.2	4.3
Matador GT	3.9	2.6	3.3	4.0	4.3	4.2
Kentucky 31	2.0	2.0	2.0	4.3	4.2	4.2
LSD (0.05)	**0.6**	**1.4**	**0.8**	**2.1**	**1.4**	**1.3**
CV (%)	**7.1**	**19.6**	**10.7**	**23.6**	**14.2**	**14.0**

[1]9 = ideal; [2]9 = no disease

2 lb N/1000 ft^2 applied in 2013; irrigated to prevent drought stress

Table 11. Mean turf performance ratings for entries in a tall fescue turf trial seeded fall of 2010 near Rolesville, NC and maintained at a 2" mowing height.

	Turf Quality				Brown Patch		
Entry	**2011**	**2012**	**2013**	**Mean**	**2011**	**2013**	**Mean**
Saltillo	5.6[1]	6.2	6.2	6.0	8.0[2]	7.0	7.5
Inspiration	3.3	3.3	4.4	3.7	5.8	6.7	6.2
Gazelle II	4.8	3.8	3.6	4.1	6.6	5.3	6.0
Virtue II	4.2	4.1	4.1	4.1	6.8	5.0	5.9
Jaguar 3	3.8	2.4	2.6	2.9	6.3	4.7	5.5
Grande II	4.7	3.4	4.3	4.2	4.8	6.0	5.4
Matador GT	3.9	3.3	3.7	3.6	5.1	5.7	5.4
Shenandoah Sport	3.9	3.7	3.4	3.7	5.4	5.3	5.4
Coyote II	3.4	2.3	3.1	2.9	4.8	5.7	5.3
Rebel Advance	3.4	2.4	3.4	3.1	5.8	4.7	5.3
Tar Heel II	4.0	3.8	4.9	4.2	5.7	5.0	5.3
Greenkeeper WAF	3.6	2.0	2.9	2.8	5.0	5.3	5.2
Wolfpack	3.5	2.2	3.1	2.9	4.8	5.7	5.2
Faith	3.4	1.9	3.1	2.8	5.9	4.3	5.1
Finelawn	4.1	2.5	3.4	3.3	4.8	5.3	5.1
Bar Robusto	3.4	2.6	3.6	3.2	4.6	5.0	4.8
Wolfpack II	4.3	2.7	3.6	3.5	4.5	5.0	4.8
Innovator	3.6	2.6	3.7	3.3	4.8	4.7	4.7
Dynamic II	4.2	2.2	2.9	3.1	4.3	5.0	4.6
Brockton	3.2	2.3	3.0	2.8	3.7	5.0	4.3
Coronado TDH	3.5	2.6	3.7	3.2	4.2	4.3	4.3
Silverstar	3.5	1.7	2.1	2.4	3.5	5.0	4.3
Endeavor II	3.7	2.4	2.7	2.9	3.8	4.3	4.0
Fidelity	3.7	2.2	3.2	3.0	4.6	3.3	4.0
Falcon V	3.4	1.3	2.2	2.3	4.7	3.0	3.8
Kentucky 31	1.8	1.5	1.8	1.7	2.4	4.0	3.2
LSD (0.05)	**0.9**	**1.1**	**1.2**	**0.9**	**1.9**	**1.6**	**1.2**
CV (%)	**14.1**	**19.9**	**18.1**	**14.6**	**20.9**	**19.2**	**14.2**

[1]9 = ideal; [2]9 = no disease

2 lb N/1000 ft^2 applied in 2013; irrigated to prevent drought stress

Table 12. 2013 mean turf quality ratings for entries in a tall fescue turf trial seeded fall of 2012 (Blk 10) near Hubbard, OR.

Entry	Mean
Cumberland	6.6[1]
Endeavor II	6.5
RainDance	6.5
Firecracker	6.5
Fat Cat	6.5
Dynamic II	6.3
Falcon V	6.3
Gazelle II	6.3
Tarnation GT	6.3
Coronado TDH	6.3
Mustang 4	6.3
Tulsa Time	6.1
Faith	6.1
Raptor II	6.1
Crackle	6.1
Saltillo	5.8
Titanium	5.7
Inspiration	5.7
Shenandoah Elite	5.7
2nd Millennium	5.5
Crossfire 3	5.4
Tar Heel II	5.2
Coyote II	5.2
Speedway	5.1
Damzelle	5.1
Tar Heel	5.0
Shenandoah Sport	4.9
Virtue II	4.7
Kentucky 31	2.9
LSD (0.05)	**1.1**
CV (%)	**10.8**

[1]9 = ideal

Table 13. 2013 mean percentage survival for tall fescue entries placed in a greenhouse salt bath at 20 ppt NaCl on 23 December 2012.

Entry	26 July	15 Aug
RainDance	85.7	61.3
Endeavor II	72.3	55.4
Coronado TDH	49.1	53.6
Cumberland	67.9	53.6
Tar Heel II	71.4	52.7
Inspiration	73.2	50.0
Saltillo	60.7	46.4
Tarnation GT	63.4	46.4
Dynamic II	39.3	33.9
Duration	45.5	32.1
PST-5SXD	27.9	15.3
LSD (0.05)	**29.7**	**27.4**
CV (%)	**36.8**	**47.5**

Table 14. Mean turf performance ratings for entries in a tall fescue turf trial seeded fall of 2011 (Blk 10) near Hubbard, OR and maintained at a 1.25" mowing height.

Entry	Drought 12 Aug 13	Turf Quality 2012	2013	Mean
Duration	5.0[1]	6.5[2]	5.8	6.1
Raptor II	4.0	6.1	5.9	6.0
Shenandoah Elite	2.0	6.3	5.7	6.0
Deputy	3.0	6.4	5.4	5.9
Fat Cat	2.7	6.0	5.7	5.8
Crossfire 3	2.3	5.8	5.7	5.7
Falcon V	2.7	6.0	5.4	5.7
Tarnation GT	4.3	5.7	5.7	5.7
Saltillo	3.3	5.4	5.8	5.6
Gazelle II	4.0	5.7	5.4	5.6
Dynamic II	1.3	6.0	5.1	5.5
Firecracker LS	1.7	6.2	4.8	5.5
Matador	4.7	5.8	5.3	5.5
Mustang 4	3.0	5.9	5.1	5.5
Titanium	3.3	6.1	5.0	5.5
Tulsa Time	5.0	5.6	5.3	5.5
Wolfpack II	3.3	5.8	5.1	5.5
RainDance	5.7	5.5	5.2	5.4
Innovator	2.3	5.6	4.9	5.3
Inspiration	4.7	5.3	5.3	5.3
Cumberland	4.3	5.1	5.2	5.2
Apache III	3.0	5.1	5.2	5.2
Speedway	3.3	5.1	5.1	5.1
Shenandoah Sport	3.3	5.0	4.8	4.9
Endeavor II	2.0	5.4	4.2	4.8
Fury	3.0	4.8	4.9	4.8
Silverstar	3.7	5.2	4.4	4.8
Tar Heel II	4.0	4.8	4.9	4.8
Virtue II	3.7	5.0	4.7	4.8
Coronado Gold	5.7	4.3	5.1	4.7
Coronado TDH	5.0	4.5	4.7	4.6
Coyote II	1.7	5.1	3.4	4.3
Kentucky 31	4.0	2.8	2.9	2.8
LSD (0.05)	**1.8**	**0.7**	**1.0**	**0.7**
CV (%)	**27.3**	**8.2**	**12.0**	**8.0**

[1]9 = no drought stress; [2]9 = ideal

3 lb N/1000 ft^2 applied in 2013; no supplemental irrigation applied

Table 15. 2012 drought ratings for entries in a tall fescue turf trial seeded fall of 2011 (Blk 10) near Hubbard, OR, maintained at a 1.25" mowing height and evaluated using digital image analysis.

	% Green Cover									
Entry	**02 Aug 19 days (3.05" ET)**	**14 Aug 28 days (5.33" ET)**	**27 Aug 44 days (7.27" ET)**	**03 Sep 51 days (8.24" ET)**	**10 Sep 58 days (9.15" ET)**	**14 Sep 62 days (9.64" ET)**	**21 Sep 69 days (10.38" ET)**	**28 Sep 76 days (11.05" ET)**	**08 Oct 88 days (12.17" ET)**	**12 Oct 90 days (12.26" ET)**
Coronado Gold	96.8	93.3	83.1	78.8	75.7	71.1	65.4	64.0	62.0	55.7
Coronado TDH	97.3	94.1	81.8	83.2	76.6	70.9	62.6	61.7	61.0	52.6
Shenandoah Elite	98.1	95.4	84.8	82.2	74.8	71.4	56.7	58.4	54.9	45.0
Matador	97.5	94.0	83.2	80.1	75.5	67.4	65.9	61.1	57.7	44.7
Saltillo	98.2	96.5	84.8	82.5	78.2	66.0	61.4	60.8	55.7	43.0
Raptor II	97.8	95.1	83.4	74.6	68.1	59.1	54.5	52.2	48.6	41.5
Speedway	97.7	95.1	75.9	74.4	71.3	55.8	52.7	61.4	55.5	41.0
Apache III	96.4	93.0	77.8	75.9	72.7	60.6	57.8	50.1	49.9	40.9
Wolfpack II	97.7	95.5	82.7	76.3	70.3	65.4	53.9	55.1	49.2	39.5
Fury	96.8	91.5	78.0	72.5	67.0	55.0	53.4	53.1	48.9	39.4
RainDance	98.3	95.8	82.6	80.5	72.4	65.4	51.3	54.3	47.3	38.6
Tulsa Time	97.4	94.3	76.8	70.8	73.6	61.4	63.5	59.6	53.4	36.6
Cumberland	98.4	95.5	86.6	81.6	72.8	59.1	57.9	50.4	47.5	36.3
Tarnation GT	97.6	95.7	84.6	77.8	69.3	62.5	51.2	50.8	44.3	35.1
Coyote II	97.7	93.5	75.5	68.8	60.3	35.1	49.0	46.6	41.3	34.3
Kentucky 31	97.2	93.9	81.6	72.0	60.8	56.4	50.8	48.7	47.7	34.1
Mustang 4	97.9	95.0	82.5	72.8	62.5	56.2	46.4	45.4	42.2	33.9
Virtue II	97.4	91.1	71.4	63.4	58.7	54.0	43.7	44.9	40.0	33.8
Fat Cat	97.7	95.1	75.6	69.2	64.7	60.0	48.5	45.2	37.3	33.1
Titanium LS	98.3	96.3	82.1	71.3	66.7	54.7	57.1	51.4	48.8	32.4
Silverstar	97.1	93.6	73.8	63.1	56.5	47.6	41.1	41.2	37.2	32.1
Deputy	98.2	95.4	85.0	78.2	68.9	61.5	48.8	46.1	42.5	31.7
Gazelle II	98.4	95.9	81.4	74.1	63.6	50.9	46.9	42.1	40.6	30.9
Falcon V	98.0	92.6	74.9	65.9	59.6	49.2	45.2	40.0	42.8	29.8
Duration	97.5	92.9	75.0	66.8	53.5	47.4	38.9	41.7	39.1	29.7
Firecracker LS	97.6	94.6	74.0	65.1	61.6	43.8	46.1	38.6	37.3	28.2
5BAB	97.2	91.5	68.3	61.3	55.7	40.6	41.0	42.9	39.0	28.1
Tar Heel II	96.9	92.5	75.4	68.8	58.6	46.1	47.1	43.1	36.0	26.7
Crossfire 3	97.1	92.4	66.1	61.9	53.6	45.0	38.2	41.2	33.8	26.6
Shenandoah Sport	95.3	88.0	73.3	58.9	59.7	36.7	44.8	35.8	38.4	26.6
Endeavor II	92.6	88.5	64.7	63.3	48.8	31.0	39.3	33.6	34.3	26.2
Dynamic II	98.0	94.3	74.9	64.4	50.2	37.1	34.7	37.0	34.0	25.6
Inspiration	95.8	90.1	64.5	59.1	51.4	39.5	39.3	35.4	31.6	24.1
Innovator	97.5	91.8	68.8	58.4	52.2	38.5	34.8	32.3	29.0	22.1
LSD (0.05)	**1.6**	**3.5**	**10.4**	**12.1**	**15.3**	**18.6**	**16.1**	**16.6**	**15.6**	**12.7**
CV (%)	**1.0**	**2.3**	**8.0**	**10.2**	**14.5**	**20.7**	**19.8**	**21.0**	**21.5**	**22.4**

3 lb N/1000 ft^2 applied in 2012; 0.17" total precipitation 4 July – 11 Oct; Irrigation applied: 2" on 1 June and 2" on 14 July

Table 16. Mean turf quality ratings for entries in a tall fescue turf trial seeded fall of 2010 (Blk 10) near Hubbard, OR and maintained at a 1.25" mowing height.

Entry	2011	2012	2013	Mean
Wolfpack II	6.9[1]	6.5	7.3	6.9
Saltillo	6.1	6.5	6.8	6.4
Gazelle II	6.3	6.0	7.0	6.4
Shenandoah Elite	6.2	5.6	7.3	6.4
Dynamic II	6.7	6.0	6.3	6.3
Falcon V	6.1	6.2	6.7	6.3
Cumberland	5.9	6.3	6.3	6.2
Innovator	6.8	5.6	6.3	6.2
Faith	6.3	5.3	6.7	6.1
Inspiration	6.5	5.4	6.0	6.0
Finelawn Xpress	6.3	5.4	5.8	5.9
Pedigree	6.3	5.7	5.7	5.9
Shenandoah Sport	5.9	5.5	6.3	5.9
Endeavor II	5.9	5.7	5.8	5.8
RainDance	5.7	6.1	5.5	5.8
Justice	5.7	5.6	5.8	5.7
Matador GT	6.0	5.4	5.7	5.7
Rebel Advance	5.9	5.4	5.5	5.6
Virtue II	5.3	5.3	6.0	5.6
Apache III	6.2	5.0	5.3	5.5
Matador	6.1	4.9	5.3	5.5
Silverado II	5.6	5.2	5.5	5.4
Coronado TDH	5.9	5.4	4.7	5.3
Tar Heel II	5.6	5.2	5.2	5.3
Greenkeeper WAF	5.5	5.3	5.0	5.2
Tar Heel	5.9	5.0	4.7	5.2
Silverstar	5.3	5.1	5.0	5.1
Tomahawk	5.4	5.1	5.0	5.1
Coronado Gold	5.6	5.0	4.3	5.0
Tarnation GT	4.9	5.1	5.0	5.0
Wolfpack	5.0	4.9	5.0	5.0
Coyote II	5.2	5.1	4.5	4.9
Damzelle	5.1	4.7	4.7	4.8
Endeavor	4.9	5.3	4.2	4.8
Olympic Gold	4.9	4.9	4.7	4.8
Kentucky 31	3.7	3.5	3.0	3.4
LSD (0.05)	**0.8**	**0.9**	**1.1**	**0.7**
CV (%)	**8.8**	**9.8**	**11.5**	**7.1**

[1]9 = ideal

3 lb N/1000 ft^2 applied in 2013; 1.5" irrigation applied 14 June; 0.09" precipitation during 15 June-22 Aug; 0.62" precipitation during 23 Aug-4 Sep

Table 17. 2013 mean drought ratings for entries in a tall fescue turf trial seeded fall of 2010 (Blk 10) near Hubbard, OR, maintained at a 2.0" mowing height and evaluated using digital image analysis.

	% Green Cover										
Entry	**0 wk**	**4 wk**	**5 wk**	**6 wk**	**6.5 wk**	**7 wk**	**8.5 wk**	**9 wk**	**10 wk**	**11 wk**	**13 wk**
Saltillo	99.6	97.9	96.7	95.9	83.3	87.6	69.2	52.6	43.0	63.2	57.9
RainDance	99.7	97.7	97.3	95.8	83.5	83.4	51.3	48.1	41.9	63.6	56.5
Tarnation GT	99.3	96.5	96.4	92.5	83.1	79.8	47.9	44.9	38.8	58.6	54.3
Kentucky 31	99.5	97.2	96.9	94.3	85.9	83.6	61.2	59.6	48.8	70.1	51.7
Cumberland	99.7	92.4	85.9	73.7	62.9	60.5	35.0	32.9	27.7	44.6	40.8
Damzelle	99.5	96.7	96.6	91.1	77.2	72.4	36.7	38.7	30.7	40.1	40.7
Debussey	99.5	96.9	96.9	93.2	81.0	75.6	46.3	44.8	37.4	49.0	40.3
Coronado Gold	99.5	95.9	92.4	84.5	62.6	54.8	36.7	30.5	26.8	41.5	38.1
Matador	99.1	94.3	88.5	70.7	56.9	53.6	31.6	28.8	23.2	34.8	33.7
Wolfpack	99.5	97.2	94.7	83.3	59.5	48.0	24.1	20.6	16.8	26.2	24.9
Endeavor	99.4	93.7	87.2	68.4	51.8	45.1	23.4	22.5	15.2	22.1	24.6
Endeavor II	99.6	94.9	83.8	67.3	56.1	47.0	28.8	24.1	16.0	26.6	23.9
Shenandoah Elite	99.5	97.0	94.5	80.9	55.0	49.7	19.6	17.3	13.0	20.5	23.4
Gazelle II	99.5	96.7	88.7	69.8	46.6	43.7	17.0	16.7	11.8	19.7	21.4
Shenandoah Sport	99.5	96.8	94.5	79.5	54.8	45.1	12.6	14.2	11.2	18.5	18.8
Tar Heel	99.3	90.0	77.9	57.8	38.5	28.4	13.5	14.5	10.7	20.5	18.2
Justice	99.5	95.5	88.4	73.5	41.7	36.6	12.3	12.7	9.8	17.0	18.0
Silverstar	99.4	92.0	79.1	60.7	42.9	37.2	20.1	14.6	11.9	18.2	17.5
Dynamic II	99.6	95.8	87.8	63.1	38.7	34.4	11.3	10.2	7.3	15.7	17.0
Apache III	99.5	95.8	88.1	73.6	48.2	37.5	12.4	14.0	10.1	17.1	16.8
Coyote II	99.3	95.0	88.2	69.5	43.4	33.2	12.5	9.9	8.6	15.4	14.8
Inspiration	99.4	96.9	93.4	73.8	50.2	46.6	17.0	13.4	9.9	14.4	14.3
Matador GT	99.5	95.7	94.0	78.6	58.7	42.2	12.6	9.7	7.9	16.2	13.5
Finelawn Xpress	99.5	94.9	85.0	60.9	37.3	28.7	6.3	6.9	5.6	11.8	12.8
Faith	99.5	96.5	89.2	64.4	35.5	26.6	6.5	8.2	6.1	9.5	11.7
Olympic Gold	99.5	96.4	90.8	71.7	49.9	36.7	12.1	11.1	8.0	15.7	11.0
Silverado II	99.4	95.6	90.6	74.3	47.5	41.1	12.4	9.7	6.7	8.9	10.9
Virtue II	99.6	96.5	91.1	73.6	49.5	39.8	13.4	8.7	6.0	11.7	10.6
Wolfpack II	99.5	94.9	78.4	52.6	29.6	23.4	7.0	5.8	5.6	8.4	10.5
Pedigree	99.5	96.1	90.2	68.3	38.1	28.5	7.2	6.4	5.4	7.6	8.9
Coronado TDH	99.3	94.0	86.1	67.4	36.2	30.7	9.0	6.9	4.0	8.4	8.8
Tomahawk	99.4	92.9	73.6	54.0	23.7	19.5	5.3	5.5	4.1	7.7	8.4
Greenkeeper WAF	99.4	95.8	87.5	60.8	30.8	25.4	6.0	5.8	3.6	7.8	7.9
Falcon V	99.5	96.7	84.8	60.5	32.6	24.7	5.6	3.1	2.5	5.9	7.0
Rebel Advance	99.3	95.6	88.1	68.9	28.4	19.9	8.0	5.7	3.1	6.0	6.1
Tar Heel II	99.4	94.2	75.5	44.5	24.0	8.3	4.0	3.4	2.9	4.9	6.1
Innovator	99.4	96.7	88.8	56.8	37.2	20.7	3.5	4.2	2.5	4.5	6.0
LSD (0.05)	**0.2**	**4.0**	**11.9**	**21.8**	**29.6**	**27.3**	**22.2**	**20.8**	**17.9**	**23.4**	**21.3**
CV (%)	**0.1**	**2.6**	**8.1**	**17.4**	**32.6**	**33.6**	**51.8**	**54.9**	**59.1**	**48.5**	**47.3**

3 lb N/1000 ft^2 applied in 2013; 1.5" irrigation applied 14 June; 0.09" precipitation during 15 June-22 Aug; 0.62" precipitation during 23 Aug-4 Sep

Table 18. 2012 mean drought stress ratings for entries in a tall fescue turf trial seeded fall of 2010 (Blk 10) near Hubbard, OR, maintained at a 1.25" mowing height and evaluated using digital image analysis.

	% Green Cover												Recovery
Entry	**1 wk**	**2 wk**	**3 wk**	**4 wk**	**5 wk**	**6 wk**	**7.5 wk**	**8 wk**	**9 wk**	**9.5 wk**	**9.75 wk**	**10.5 wk**	**11 wk**
Debussey	96.0	95.5	94.1	96.0	94.1	87.7	51.4	46.0	46.0	47.4	43.0	**32.1**	57.3
Saltillo	97.9	95.4	92.9	95.9	94.1	82.9	54.2	49.0	39.0	40.2	38.1	**27.4**	56.8
Silverstar	97.4	96.4	92.5	94.8	87.2	80.2	51.2	40.6	33.1	27.0	33.5	**25.5**	45.5
RainDance	97.6	95.4	93.1	96.5	94.1	87.3	48.6	43.8	49.8	45.3	42.6	**23.4**	70.5
Kentucky 31	97.0	95.0	92.9	94.7	87.1	76.2	40.9	32.7	34.4	27.4	26.0	**21.0**	54.2
Endeavor	97.2	96.3	93.8	95.5	91.0	79.4	46.7	37.4	40.0	29.8	29.0	**20.2**	52.8
Olympic Gold	97.0	95.3	91.9	94.1	85.3	73.1	39.7	35.1	32.9	25.8	23.2	**18.9**	44.4
Coronado TDH	97.6	95.9	93.8	94.9	89.7	73.6	42.9	35.8	29.6	27.2	22.5	**17.5**	44.2
Damzelle	96.8	94.9	93.1	95.1	91.2	78.5	41.2	32.0	34.2	24.9	19.3	**14.9**	45.6
Tarnation GT	93.8	91.5	87.1	93.6	86.3	78.1	46.9	29.6	31.3	33.3	28.3	**14.7**	55.7
Endeavor II	97.4	95.0	89.9	94.0	84.4	75.3	39.9	29.2	28.8	23.2	20.4	**14.5**	40.7
Coronado Gold	93.6	93.8	82.5	90.8	78.0	58.3	36.7	29.9	29.1	24.0	20.5	**13.7**	38.1
Matador	94.6	93.1	82.2	82.1	86.5	66.7	26.4	24.4	25.8	16.4	18.6	**13.5**	33.6
Wolfpack	97.4	96.4	94.0	94.8	85.8	79.2	42.7	36.6	25.5	22.1	20.4	**13.3**	40.6
Coyote II	97.8	96.4	92.7	96.5	89.0	72.9	37.9	28.5	29.3	19.6	17.5	**12.9**	43.5
Cumberland	95.4	92.4	79.0	89.4	88.4	69.3	39.4	23.8	25.1	20.4	18.8	**12.1**	44.2
Tar Heel	96.5	94.8	85.1	88.1	79.3	53.8	24.9	17.6	19.8	14.6	14.3	**11.2**	35.2
Shenandoah Sport	97.1	95.1	90.5	94.0	82.7	65.6	28.7	21.5	20.6	15.6	13.2	**10.5**	35.1
Virtue II	96.9	96.0	94.7	95.8	87.3	61.5	25.6	21.1	19.8	14.1	19.1	**9.6**	36.7
Silverado II	95.4	95.2	90.7	91.5	75.1	57.6	23.9	20.0	21.0	8.2	9.1	**9.6**	32.4
Inspiration	97.1	95.4	90.1	94.3	82.8	66.6	33.1	21.0	22.5	17.0	16.5	**8.9**	38.1
Apache III	97.4	95.7	90.2	93.0	76.4	61.9	25.1	22.0	22.1	15.7	13.7	**8.9**	29.4
Pedigree	97.1	96.5	92.8	94.1	82.8	66.8	27.1	21.9	19.7	13.6	12.2	**8.6**	32.2
Innovator	97.5	95.9	93.2	94.3	87.3	61.1	28.5	21.2	19.9	15.0	12.2	**8.0**	26.5
Wolfpack II	97.4	96.5	93.8	94.3	84.6	66.0	23.1	18.2	17.2	14.1	13.4	**7.9**	28.8
Tar Heel II	97.3	95.6	87.8	94.5	79.5	59.6	23.8	17.5	18.1	12.6	13.2	**7.5**	33.1
Dynamic II	97.7	95.9	87.2	95.0	80.9	72.7	33.2	27.9	29.3	19.8	13.8	**7.3**	41.8
Matador GT	97.3	95.7	91.8	93.0	81.7	58.6	20.6	14.7	16.7	10.7	10.1	**7.0**	30.3
Greenkeeper WAF	96.7	96.6	92.5	95.4	70.1	56.2	21.7	17.8	16.8	11.8	12.3	**6.7**	30.5
Justice	96.4	95.3	86.9	90.0	72.9	56.2	17.5	19.3	17.8	11.1	13.1	**6.3**	27.1
Tomahawk	97.1	95.2	89.1	91.6	77.2	52.7	18.7	13.6	17.2	9.0	10.1	**5.6**	26.8
Gazelle II	98.2	95.1	86.7	90.0	72.3	56.1	27.5	19.6	20.0	12.5	11.8	**5.2**	21.8
Shenandoah Elite	98.1	96.8	89.9	89.4	79.9	54.8	21.7	15.9	14.1	9.0	7.5	**4.2**	15.6
Finelawn Xpress	97.2	94.8	90.3	91.8	70.2	39.8	16.2	10.0	11.0	8.6	6.9	**4.1**	20.0
Rebel Advance	96.9	96.0	94.3	95.1	82.8	62.2	17.6	18.6	15.6	13.7	9.8	**3.6**	20.4
Faith	97.8	97.0	92.3	89.3	59.5	33.5	7.8	5.9	4.4	3.0	3.1	**2.3**	10.9
Falcon V	97.8	96.5	94.5	93.0	67.7	39.5	9.7	6.2	7.3	3.1	3.5	**2.0**	12.1
LSD (0.05)	**1.8**	**2.5**	**10.7**	**7.1**	**15.6**	**23.1**	**20.2**	**18.0**	**16.3**	**16.5**	**14.2**	**12.6**	**19.8**
CV (%)	**1.2**	**1.6**	**7.3**	**4.6**	**11.3**	**20.1**	**33.5**	**37.4**	**34.4**	**43.0**	**39.7**	**52.2**	**27.8**

Drought stress initiated 3 July 2012; 2" irrigation applied after 10.5 wk, on 14 Sep; 3.18 lb N/1000ft^2 applied during 2012

Table 19. 2013 mean drought stress ratings for entries in a tall fescue turf trial seeded fall of 2012 near Riverside, CA and evaluated using digital image analysis.

	Drought % Green Cover							Recovery % Green Cover		
Entry	**15 Aug**	**19 Aug**	**21 Aug**	**23 Aug**	**26 Aug**	**28 Aug**	**30 Aug**	**03 Sep**	**06 Sep**	**13 Sep**
Crackle	94.0	94.1	93.7	87.3	72.9	74.6	66.1	79.6	86.8	87.2
RainDance	92.5	94.4	91.8	84.5	65.4	66.2	63.8	75.7	78.2	77.1
Virtue II	88.7	93.6	90.9	84.7	68.4	68.8	66.1	77.3	79.3	85.3
Tarnation GT	92.5	95.0	92.8	86.6	71.1	62.9	62.5	73.3	66.5	78.6
Saltillo	91.2	94.1	91.3	84.7	63.7	60.9	52.8	62.9	65.7	78.0
Inspiration	90.7	92.8	87.8	81.0	58.9	57.6	52.1	62.7	60.2	74.5
Cumberland	88.6	91.4	89.7	81.3	59.6	50.1	44.2	59.2	63.5	68.3
2nd Millennium	87.5	90.9	86.5	71.1	41.5	35.1	27.3	31.1	37.5	37.2
LSD (0.05)	**5.0**	**4.9**	**6.8**	**10.4**	**18.6**	**23.6**	**29.8**	**31.4**	**31.5**	**30.9**
CV (%)	**4.0**	**3.8**	**5.4**	**9.0**	**20.8**	**27.4**	**37.5**	**33.8**	**32.9**	**29.7**

Table 20. 2013 mean initial heading dates for entries in a tall fescue seed yield trial seeded fall of 2012 (Blk 8) near Hubbard, OR.

Entry	**Mean**
Virtue II	01 May
Gazelle II	01 May
Cumberland	30 April
Inspiration	30 April
Saltillo	29 April
Dynamic II	29 April
RainDance	29 April
Tar Heel II	27 April
Kentucky 31	23 April
LSD (0.05)	**2 days**
CV (%)	**0.9**

Table 21. 2013 mean stem rust ratings for entries in a tall fescue seed yield trial seeded fall of 2012 (Blk 8) near Hubbard, OR.

Entry	**Mean**
Virtue II	7.3[1]
RainDance	6.7
Saltillo	6.3
Tar Heel II	6.0
Kentucky 31	6.0
Endeavor II	6.0
Cumberland	5.7
Dynamic II	5.7
Gazelle II	5.3
Tarnation GT	4.7
Coronado TDH	4.3
Inspiration	4.0
PST-5YMY	3.7
LSD (0.05)	**1.4**
CV (%)	**15.7**

[1]9 = no disease

Table 22. 2013 mean seed yields for entries in a tall fescue seed yield trial seeded fall of 2012 (Blk 8) near Hubbard, OR.

Entry	Mean (lb/A)
Saltillo	2146.4
Cumberland	1982.4
Endeavor II	1946.6
Virtue II	1901.4
Dynamic II	1894.7
Tarnation GT	1829.0
RainDance	1759.2
Inspiration	1717.6
Gazelle II	1623.0
Tar Heel II	1569.3
Coronado TDH	1523.7
Kentucky 31	1039.7
PST-5A4S	964.2
LSD (0.05)	**578.0**
CV (%)	**19.7**

Festuca arundinacea

Tall Fescue

SALTILLO

Variety information

Description:
Saltillo tall fescue was developed by Pure-Seed Testing, Inc. It is a dark green cultivar with excellent summer turf performance. Saltillo was selected for salt tolerance and brown patch resistance. Saltillo has very good heat tolerance and resistance to brown patch, gray leaf spot, net blotch, stem rust, and crown rust..

Applications:
Saltillo is adapted for lawns, golf course roughs, cemeteries, parks, sod production, sports fields, roadsides and slope stabilization. Its drought tolerance makes Saltillo especially well-suited for residential or commercial lawns and low-maintenance turf areas. Saltillo performs well in sun or shade

Geographical Adaption:
Saltillo performs well in the Transition Zone and temperate climates. It is adapted to a wide range of soil types and pH. Recommended seeding rate is 5-8 lb/1000 ft2 (245-390 kg/ha). Fertilize at 3-5 lb N/1000 ft2/yr (145-245 kg/ha); mow at 1.5-3.0” (4-8 cm); irrigate deeply and infrequently.

PRODUCT FEATURES

Brown Patch	● ● ● ● ○
Heat Tolerance	● ● ● ● ●
Wear Tolerance	● ● ● ○ ○
Salt Tolerance	● ● ● ● ○
Drought Tolerance	● ● ● ○ ○
Seeding Rate	5-8 lbs /1000sq. ft (245-390 kg/ha)

Festuca arundinacea

Tall Fescue

RAIN DANCE

Variety information

Description:
Rain Dance tall fescue was developed by Pure-Seed Testing, Inc. It is a dark green cultivar that was selected for salt tolerance. Rain Dance has shown excellent drought tolerance and summer turf performance. Rain Dance is tolerant to brown patch, gray leaf spot, net blotch, stem rust, and crown rust.

Applications:
Rain Dance is adapted for lawns, golf course roughs, cemeteries, parks, sod production, sports fields, roadsides and slope stabilization. Its drought tolerance makes Rain Dance especially well-suited for residential or commercial lawns and low-maintenance turf areas. RainDance performs well in sun or shade.

Geographical Adaption:
Rain Dance performs well in the Transition Zone and temperate climates. It is adapted to a wide range of soil types and pH. Recommended seeding rate is 5-8 lb/1000 ft2 (245-390 kg/ha). Fertilize at 3-5 lb N/1000 ft2/yr (145-245 kg/ha); mow at 1.5-3.0” (4-8 cm); irrigate deeply and infrequently.

PRODUCT FEATURES

Brown Patch	● ● ● ● ○
Heat Tolerance	● ● ● ● ○
Wear Tolerance	● ● ● ○ ○
Salt Tolerance	● ● ● ● ●
Drought Tolerance	● ● ● ● ●
Seeding Rate	5-8 lbs /1000sq. ft (245-390 kg/ha)

2022 mean turf performance ratings for entries in a tall fescue turf trial seeded fall of 2021 near Rolesville, NC and maintained at a 2.0" mowing height.

Entry	Turf Quality thru June	Brown Patch Mean	Gray Leaf Spot + Brown Patch Aug
PST-5MCMO	5.0[1]	7.6[2]	7.0[2]
Saltillo [RYDER CUP 2023]	**5.0**	**7.6**	**6.0**
Tar Heel II	**3.8**	**8.2**	**5.8**
Gro-Pro	4.9	7.7	5.8
PST-5TRN	5.2	7.8	5.8
Cumberland	**4.8**	**7.5**	**5.5**
Sungold GLX (33% ea. Lifeguard, GLX Aced, GLX Star)	**5.4**	**7.6**	**5.5**
PST-5CHWM	5.8	8.4	5.3
GLX Revive	5.3	7.3	5.3
Moondance GLX	**5.0**	**7.8**	**5.0**
Tall Boy	5.9	7.8	5.0
Hellcat GLR	4.4	7.1	5.0
GLX Aced	**5.1**	**7.3**	**4.8**
Sungold RST Tirem (30% ea. Saltillo, Lifeguard, RainDance; 10% Tirem)	**5.0**	**7.0**	**4.8**
Lifeguard	**5.6**	**7.8**	**4.5**
Sungold TWCA 2 (33% ea. Lifeguard, RainDance, Saltillo)	**5.2**	**6.8**	**4.5**
PST-R5HD6	5.5	8.1	4.5
PST-520D	5.3	7.7	4.5
PST-5NOG	4.9	7.8	4.5
Water Saver Pro (50% Yellow Jacket coating; 20% ea. Barvado, Bearcat, 10% Barrington II)	3.9	6.9	4.5
Meridian	5.5	7.2	4.5
Easy Green	4.7	7.6	4.3
GLX Star	**5.8**	**6.0**	**4.3**
Sungold TWCA 1 (33% ea. Lifeguard, Saltillo, Relentless)	**5.0**	**7.2**	**4.0**
Firecracker SLS	5.7	7.2	4.0
PST-5BP21	5.6	7.2	4.0
Monument	5.1	7.0	4.0
Oriole	5.8	6.9	4.0
Fury	4.6	5.3	4.0
Titan Ultra	3.0	6.8	3.8
Paramount	5.6	7.1	3.5
Top Choice TF Blend (33% ea. Valkyrie LS, Spyder LS, Avenger II)	5.7	7.0	3.5
PST-5CHWT	5.6	6.9	3.5
PST-5FOE	5.0	6.6	3.5
Rendition	5.6	6.5	3.3
Traverse 2 SRP	5.5	7.0	3.3
Knox	5.5	6.9	3.0
PST-5GQ	5.2	6.9	3.0
PST-5HAF9	4.9	6.4	3.0
PST-5DC320	4.3	6.2	3.0
Sun Fire	**5.5**	**4.5**	**2.8**
Pro Gold	**4.6**	**6.2**	**2.8**
Picabú	3.1	5.5	2.8
PST-5VFD	5.3	4.9	2.8
Summer	4.8	4.8	2.5
Turfsaver RTF (29% ea. Barvado, Barrington II, Barmesh RTF; 9.8% Barrepair)	3.8	3.6	2.5
RGT Nuance	2.9	3.7	2.5
Gazelle II	**4.6**	**6.0**	**2.3**
RainDance [RYDER CUP 2023]	**4.6**	**5.8**	**2.3**
Safeguard	5.3	6.0	2.3
Wolfpack III	5.4	5.8	2.3
Carolina Brand All Purpose Blend (34% Falcon II; 32% ea. Petite and Chinook)	3.7	3.9	2.0
Kentucky 31	2.1	2.8	2.0
Dixie Green (36% Garrison; 29% Rhizing Star; 21% Cayenne; 14% Venture)	4.3	4.6	1.8
PST-5LSS	5.2	5.9	1.3
Forlane	3.2	3.9	1.0
Macumba	3.2	3.7	1.0
Bachata	3.1	2.6	1.0
LSD (0.05)	**0.8**	**1.8**	**2.3**
CV (%)	**12.4**	**20.5**	**46.0**

[1]9 = ideal; [2]9 = no disease

4 lb N/1000 ft^2 applied in 2022; irrigated to prevent drought stress

Entries highlighted in green are available from Pure Seed; Pure Seed entries highlighted in orange are TWCA qualified

Highlighted means are in top statistical group

2022 mean turf quality ratings for entries in a tall fescue turf trial seeded fall of 2021 (Blk 10) near Hubbard, OR and maintained at a 1.25" mowing height.

Entry	Mean
PST-5DC320	7.5[1]
PST-5LSS	7.4
PST-5CHWM	7.3
Lifeguard	**7.1**
PST-5BP21	7.1
PST-5HAF9	7.1
Safeguard	7.1
Tall Boy	7.1
Sungold TWCA 2 (33% ea. Lifeguard, RainDance, Saltillo)	**7.0**
Gazelle II	**6.9**
Pro Gold	**6.9**
PST-5VFD	6.9
Traverse 2 SRP	6.9
Oriole	6.8
GLX Aced	**6.7**
Sun Fire	**6.7**
Firecracker SLS	6.7
GLX Revive	6.7
Relentless	**6.6**
Sungold GLX (33% ea. Lifeguard, GLX Aced, GLX Star)	**6.6**
GLX Star	**6.6**
PST-5CHWT	6.6
PST-5MCMO	6.6
PST-5NOG	6.6
PST-R5HD6	6.6
Wolfpack III	6.6
Saltillo [RYDER CUP 2023]	**6.5**
PST-5FOE	6.5
PST-5GQ	6.5
PST-5T24	6.5
Gro-Pro	6.5
Hellcat GLR	6.5
Knox	6.5
Monument	6.5
Rendition	6.5
RainDance [RYDER CUP 2023]	**6.4**
Moondance GLX	**6.4**
PST-5TRN	6.4
Meridian	6.4
PST-5MINI	6.3
Cumberland	6.3
Sungold RST Tirem (30% ea. Saltillo, Lifeguard, RainDance; 10% Tirem)	**6.1**
Dixie Green (36% Garrison; 29% Rhizing Star; 21% Cayenne; 14% Venture)	6.1
Fury	6.0
Easy Green	5.9
Sungold TWCA 1 (33% ea. Lifeguard, Saltillo, Relentless)	**5.8**
Summer	5.8
Tar Heel II	**5.7**
Coronado TDH	**5.4**
Macumba	5.4
RGT Nuance	5.4
Bachata	5.2
Forlane	5.2
Turfsaver RTF (29% ea. Barvado, Barrington II, Barmesh RTF; 9.8% Barrepair)	4.9
Titan Ultra	4.3
Kentucky 31	3.3
LSD (0.05)	**0.7**
CV (%)	**6.9**

[1]9 = ideal; 5 lb N/1000 ft^2 applied in 2022; irrigated to prevent drought stress
Entries highlighted in green are available from Pure Seed
Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

Mean turf quality ratings for entries in a tall fescue turf trial seeded fall of 2020 (Blk 4) near Hubbard, OR and maintained at a 1" mowing height.

Entry	2021	2022	Mean
PST-5HAF9	6.7	6.7	6.7
PST-5LSS	6.6	6.8	6.7
PST-5NOG	6.8	6.5	6.7
GLX Revive	6.3	6.4	6.6
PST-5GQ	6.7	6.4	6.6
PST-5LOD	6.5	6.2	6.3
PST-5MINI	6.2	6.4	6.3
Raptor III	6.5	6.2	6.3
PST-R5HD6	6.3	6.1	6.2
GLX Aced	**5.7**	**6.4**	**6.1**
GLX Star	**5.9**	**6.4**	**6.1**
PST-5DC320	5.7	6.3	6.0
PST-5FOE	5.8	6.2	6.0
Tall Boy	6.1	5.9	6.0
Traverse 2 SRP	5.7	6.3	6.0
Wolfpack III	6.0	6.0	6.0
Gazelle II	**5.8**	**5.9**	**5.9**
Sungold XPS TWCA (33% ea. Lifeguard, RainDance, Saltillo)	**5.9**	**5.9**	**5.9**
All Pro (33% ea. Zigzag, Renegade DT, Amity)	5.9	5.8	5.9
Duration	5.8	5.9	5.9
Gro-Pro	6.1	5.7	5.9
PST-5VFD	5.5	6.2	5.9
Sungold RST Tirem (30% ea. Lifeguard, RainDance, Saltillo; 10% Tirem)	**5.7**	**5.8**	**5.8**
Moondance GLX	**5.8**	**5.8**	**5.8**
Pro Gold	**5.7**	**5.9**	**5.8**
Oriole	5.9	5.7	5.8
PST-5MCMO	5.9	5.8	5.8
PST-5T24	5.6	5.9	5.8
Safeguard	5.8	5.9	5.8
Cumberland	**5.6**	**5.7**	**5.7**
Easy Green	5.9	5.6	5.7
Embrace	5.5	5.9	5.7
Firecracker SLS	5.7	5.8	5.7
Hellcat GLR	5.7	5.7	5.7
Triple Tall (33% ea. Zigzag, Renegade DT, Amity)	5.5	6.0	5.7
Sungold GLX (33% ea. Cumberland, GLX Aced, Lifeguard)	**5.3**	**5.8**	**5.6**
Sungold RST JS (30% ea. Lifeguard, RainDance, Saltillo; 10% Jump Start)	**5.3**	**5.8**	**5.6**
Monument	5.7	5.5	5.6
Summer	5.7	5.4	5.6
Valkyrie LS	5.3	5.8	5.6
Coronado TDH	**6.0**	**4.9**	**5.5**
2nd Millennium	5.9	5.1	5.5
Endeavor II	**5.4**	**5.4**	**5.4**
Lifeguard	**5.5**	**5.2**	**5.4**
PST-5TRN	5.2	5.7	5.4
Saltillo [RYDER CUP 2023]	5.7	5.2	5.4
Sun Fire	5.6	5.1	5.3
Water Saver Pro (50% Yellow Jacket coating; 20% ea. Barvado, Bearcat, 10% Barrington II)	5.5	5.0	5.2
RainDance [RYDER CUP 2023]	**5.3**	**4.8**	**5.1**
Tar Heel II	**4.9**	**5.3**	**5.1**
Dixie Green (36% Garrison; 29% Rhizing Star; 21% Cayenne; 14% Venture)	5.2	4.9	5.1
Titan TLC	5.1	4.8	5.0
Titan Rx	4.9	4.8	4.9
Turf Saver RTF (29% ea. Barvado, Barrington II, Barmesh RTF; 9.8% Barrepair)	4.5	5.1	4.8
Kentucky 31	3.2	4.1	3.6
LSD (0.05)	**1.0**	**0.6**	**0.7**
CV (%)	**10.5**	**6.7**	**7.1**

[1]9 = ideal; 4 lb N/1000 ft^2 applied in 2022
Entries highlighted in green are available from Pure Seed
Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

2022 mean drought and simulated football traffic stress ratings for entries in a tall fescue turf trial seeded fall of 2020 (Blk 4) near Hubbard, OR, evaluated using digital image analysis and maintained at a 1” mowing height.

	% Green Cover						
				Drought Stress			
Entry	**Before Stress 15 July**	**Drought + 12 games 29 July**	**Drought + 18 games 05 Aug**	**29 July**	**05 Aug**	**11 Aug**	**15 Aug**
Oriole	95.4	69.5	26.5	83.9	60.6	56.0	42.0
PST-5LOD	94.4	54.9	22.2	83.9	60.6	61.9	40.6
PST-R5HD6	94.3	54.7	16.6	83.0	62.4	57.9	37.5
Water Saver Pro (50% Yellow Jacket coating; 20% ea. Barvado, Bearcat, 10% Barrington II)	92.7	67.6	29.2	84.3	61.5	54.0	37.4
PST-5NOG	95.1	59.4	18.3	82.3	57.6	48.7	35.6
All Pro (33% ea. Zigzag, Renegade DT, Amity)	93.9	70.2	33.0	79.1	56.0	48.1	34.2
Triple Tall (33% ea. Zigzag, Renegade DT, Amity)	93.9	62.1	20.7	82.1	58.0	50.8	33.7
PST-5LSS	96.7	64.9	18.4	81.6	53.2	47.7	33.6
PST-5HAF9	93.8	68.6	27.5	81.5	54.5	48.4	33.4
GLX Revive	94.1	57.9	19.8	80.0	55.5	52.8	31.4
GLX Star	**93.8**	**58.2**	**18.2**	**80.7**	**52.9**	**47.9**	**29.8**
PST-5T24	94.3	67.7	28.6	79.2	54.2	48.0	29.6
Firecracker LS	94.4	62.2	19.9	83.9	52.3	51.7	29.4
PST-5TRN	95.4	61.4	24.2	82.2	55.7	47.0	28.6
Hellcat GLR	93.7	53.6	17.6	81.2	50.9	49.7	28.2
Sungold GLX (33% ea. Cumberland, GLX Aced, Lifeguard)	**94.2**	**60.2**	**18.4**	**81.0**	**56.7**	**41.1**	**27.3**
Sungold RST Tirem (30% ea. Lifeguard, RainDance, Saltillo; 10% Tirem)	**94.2**	**55.2**	**16.5**	**74.6**	**46.5**	**43.2**	**26.3**
PST-5MINI	94.0	53.7	15.5	80.8	53.0	44.0	26.2
Tall Boy	95.4	53.8	13.1	76.2	44.8	41.4	25.8
Titan TLC	**92.3**	**61.8**	**21.0**	**74.9**	**46.3**	**38.7**	**25.7**
Cumberland	94.5	58.4	18.3	70.9	43.0	43.1	25.5
Gro-Pro	92.9	56.1	17.5	79.4	46.5	46.0	25.0
Titan Rx	92.0	51.9	15.4	76.0	47.0	41.7	25.0
Safeguard	92.9	58.1	24.4	76.6	47.1	36.6	24.5
Raptor II	94.7	58.6	18.7	74.4	44.0	37.3	24.2
PST-5GQ	94.2	46.3	11.5	73.8	43.1	40.9	23.9
Duration	93.9	57.6	23.2	70.8	45.3	38.2	23.4
PST-5MCMO	93.7	48.0	13.6	71.7	43.4	33.3	22.7
Coronado TDH	**91.5**	**59.3**	**21.0**	**76.6**	**44.3**	**36.8**	**22.5**
PST-5DC320	94.1	55.0	16.6	75.4	48.8	39.4	22.1
GLX Aced	**95.0**	**55.2**	**15.1**	**75.1**	**46.4**	**41.2**	**21.5**
Tar Heel II	**93.9**	**51.0**	**16.3**	**65.5**	**39.0**	**34.3**	**20.9**
Summer	92.0	41.7	11.5	72.2	43.7	37.7	20.9
Paramount	94.2	52.8	15.8	70.4	39.5	33.8	20.8
Easy Green	94.4	51.5	15.5	71.9	44.9	38.0	20.7
PST-5FOE	92.7	56.3	16.0	75.1	43.0	33.8	20.2
Turfsaver RTF (29% ea. Barvado, Barrington II, Barmesh RTF; 9.8% Barrepair)	92.3	56.6	17.0	75.9	45.6	40.7	19.8
2nd Millennium	93.4	60.8	25.2	70.5	37.7	31.8	19.4

2022 mean drought and simulated football traffic stress ratings for entries in a tall fescue turf trial seeded fall of 2020 (Blk 4) near Hubbard, OR and evaluated using digital image analysis (Cont'd).

	% Green Cover						
				Drought Stress			
Entry	**Before Stress 15 July**	**Drought + 12 games 29 July**	**Drought + 18 games 05 Aug**	**29 July**	**05 Aug**	**11 Aug**	**15 Aug**
Sungold XPS TWCA (33% ea. Lifeguard, RainDance, Saltillo)	**93.5**	**52.9**	**13.7**	**72.3**	**39.6**	**37.9**	**19.3**
PST-5VFD	93.8	45.6	10.5	74.8	41.2	30.7	19.2
Wolfpack III	93.4	30.0	5.8	66.2	34.6	31.0	18.4
Lifeguard	**94.1**	**62.8**	**25.4**	**73.0**	**39.8**	**32.8**	**18.3**
Dixie Green (36% Garrison; 29% Rhizing Star; 21% Cayenne; 14% Venture)	92.8	51.7	15.0	74.4	42.9	34.7	18.3
Sun Fire	**93.5**	**58.1**	**18.7**	**72.9**	**43.1**	**32.0**	**18.1**
Embrace	93.6	69.4	27.8	73.5	38.9	27.0	17.9
RainDance [RYDER CUP 2023]	**93.9**	**53.0**	**15.5**	**66.3**	**37.8**	**28.3**	**17.6**
Traverse 2 SRP	93.5	55.5	16.8	67.8	34.6	27.6	17.0
Sungold RST JS (30% ea. Lifeguard, RainDance, Saltillo; 10% Jump Start)	**92.6**	**48.2**	**12.0**	**67.2**	**38.0**	**33.1**	**16.7**
Moondance GLX	93.8	53.7	16.6	66.8	36.0	26.2	15.6
Gazelle II	**92.8**	**66.0**	**18.7**	**65.6**	**32.6**	**26.7**	**14.2**
Pro Gold	94.8	62.7	23.2	64.2	35.1	22.6	14.2
Endeavor II	**91.7**	**47.4**	**11.6**	**62.5**	**32.1**	**27.0**	**14.0**
Valkyrie LS	94.3	54.2	15.1	67.4	35.8	24.3	12.9
Saltillo [RYDER CUP 2023]	**92.8**	**43.4**	**9.1**	**61.6**	**30.4**	**21.4**	**12.3**
Monument	94.2	52.4	12.8	66.0	34.5	24.9	11.8
Kentucky 31	85.9	42.6	12.0	51.9	25.9	20.4	10.2
LSD (0.05)	**2.3**	**14.7**	**12.1**	**12.5**	**17.2**	**17.9**	**16.2**
CV (%)	**1.5**	**16.1**	**41.0**	**10.4**	**23.0**	**27.6**	**40.7**

4 lb N/1000 ft^2 applied in 2022
Entries highlighted in green are available from Pure Seed
Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

Mean turf performance ratings for entries in a tall fescue turf trial seeded fall of 2019 (Blk 2) near Hubbard, OR and maintained at a 1” mowing height.

Entry	Spring Green-up 01 Mar 21	Billbug Damage 14 July 21	Billbug Damage 03 Aug 22	Turf Quality 2020-22
PST-5LSS	6.7[1]	9.0[2]	6.3	7.6[3]
PST-5HAF9	6.7	9.0	9.0	7.1
4th Millennium	7.3	6.3	2.0	6.7
PST-R5HD6	6.7	9.0	9.0	6.7
PST-5VFD	6.3	8.7	7.0	6.6
GLX Revive	6.3	6.3	6.3	6.5
Safeguard	6.3	6.0	6.7	6.5
Meridian	6.0	4.7	3.3	6.4
PST-5MCMO	6.3	6.7	7.3	6.4
PST-5MINK	6.0	4.0	3.7	6.4
Raptor III	7.0	3.3	3.0	6.4
GLX Star	**6.0**	**8.3**	**8.3**	**6.3**
AP	6.0	8.0	5.7	6.3
PST-5GQ	5.7	7.3	5.7	6.3
Tall Boy	6.7	7.3	6.7	6.3
Lifeguard	**6.0**	**6.7**	**7.3**	**6.2**
Amarello	6.3	5.3	3.3	6.2
PST-5STAR	6.3	4.3	3.3	6.2
PST-5TRN	6.0	6.0	7.0	6.2
Traverse 2	7.0	3.3	2.3	6.2
Triple Tall (33% ea. Zigzag, Renegade DT, Amity)	6.7	7.0	5.7	6.2
Duration	5.7	5.0	3.3	6.1
Fury	7.0	6.0	5.7	6.1
Gro-Pro	6.0	5.7	4.7	6.1
Hellcat GLR	6.3	6.3	5.3	6.1
PST-5FOE	6.0	5.7	4.7	6.1
PST-5NOG	6.3	5.3	3.0	6.1
PST-5T24	6.3	6.3	5.0	6.1
Wolfpack III	5.7	2.7	3.3	6.1
Sungold XPS TWCA (33% ea. Saltillo, RainDance, Lifeguard)	**5.7**	**7.3**	**6.3**	**6.0**
Moondance GLX	**6.7**	**4.3**	**6.0**	**6.0**
Pro Gold	**6.3**	**3.7**	**4.0**	**6.0**
Oriole	7.0	5.3	5.7	6.0
Sungold GLX (33% ea. Tar Heel II, GLX Aced, Cumberland)	**5.7**	**8.3**	**7.7**	**5.9**
Dynamic II	6.3	3.7	3.0	5.9
PST-5LYM	5.3	5.0	4.3	5.9
PST-5MINI	6.3	5.7	5.3	5.9
GLX Aced	**6.0**	**3.3**	**3.3**	**5.8**
Relentless	**6.3**	**5.7**	**5.7**	**5.8**
Easy Green	5.3	5.3	6.7	5.8
Embrace	5.7	4.0	3.7	5.8

Mean turf performance ratings for entries in a tall fescue turf trial seeded fall of 2019 (Blk 2) near Hubbard, OR and maintained at a 1” mowing height (Cont’d).

Entry	Spring Green-up 01 Mar 21	Billbug Damage 14 July 21	Billbug Damage 03 Aug 22	Turf Quality 2020-22
Swagger	5.7	6.0	5.0	5.8
Endeavor II	**5.7**	**4.0**	**4.0**	**5.7**
Saltillo [RYDER CUP 2023]	**6.0**	**3.0**	**4.0**	**5.7**
Valkyrie LS	6.7	4.3	3.0	5.7
Tar Heel II	**5.7**	**5.3**	**5.0**	**5.6**
Tarnation GT	4.7	5.7	5.0	5.6
Cumberland	**5.7**	**5.3**	**4.7**	**5.5**
Gazelle II	**6.0**	**5.0**	**5.0**	**5.5**
RainDance [RYDER CUP 2023]	**6.3**	**7.3**	**7.0**	**5.5**
Bearcat	5.3	7.3	4.3	5.5
Monument	6.3	5.0	4.0	5.5
PST-5ZIP	5.0	4.3	5.3	5.5
Inspiration	5.7	6.7	5.0	5.4
Water Saver Pro (50% Yellow Jacket coating; 20% ea. Barvado, Bearcat, 10% Barrington II)	5.3	7.3	5.7	5.4
Sun Fire	**6.0**	**6.0**	**5.7**	**5.3**
PST-5BGR	6.3	6.3	6.3	5.3
Turfsaver RTF (29% ea. Barvado, Barrington II, Barmesh RTF; 9.8% Barrepair)	5.0	7.7	5.3	5.1
PST-5BRK	5.3	4.3	4.7	5.0
Kentucky 31	4.0	6.7	7.0	3.4
LSD (0.05)	**1.0**	**1.9**	**1.7**	**0.4**
CV (%)	**10.6**	**20.1**	**20.4**	**4.6**

[1]9 = 100% green; [2]9 = no damage; [3]9 = ideal
4 lb N/1000 ft^2 applied in 2021; irrigated to prevent drought stress
Entries highlighted in green are available from Pure Seed
Pure Seed entries highlighted in orange are TWCA qualified
Highlighted means are in top statistical group

ATTACHMENT D

SAMPLE INVOICE

INVOICE

Harrell's LLC
PO Box 807
Lakeland,FL 33802
1-800-780-2774 option 3
Fax: 1-863-904-1545
E-mail:creditar@harrells.com

INVOICE NUMBER	INVOICE DATE
INV01775084	07/06/2023
CUSTOMER NUMBER	**TOTAL DUE**
CITBIR1	$366.68

BILL TO:

CITY OF BIRMINGHAM MICHIGAN
851 S ETON ST
BIRMINGHAM MI 48009-6870

PAYMENT ADDRESS:

Harrell's, LLC
P O Box 935358
Atlanta GA 31193-5358

DETACH UPPER PORTION AND RETURN WITH PAYMENT

PO NUMBER	TERMS	SALESPERSON	CUSTOMER NUMBER	INVOICE NUMBER	SHIP DATE
Brian	Net 30	228	CITBIR1	INV01775084	7/3/2023

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4	MER2F1	Merit 2F 1gal. (HA) Not regulated by the DOT for ground transportation. If shipped otherwise, consult MSDS/SDS.	$91.67	$366.68

Why wait 3-4 days to receive your bills in the mail? Email or fax billing delivers your invoices to you overnight. Sign up today by contacting creditar@harrells.com

TERMS AND CONDITIONS

I understand that Harrell's General Terms and Conditions of Sale, as they may be amended from time-to-time, (the "Terms and Conditions") are incorporated herein by reference as if fully set forth herein. The Terms and Conditions can be located on Harrell's website (www.harrells.com). In the event of a direct conflict between a specific term of this Invoice and the Terms and Conditions, the specific term of this Invoice shall prevail.

SHIPPING ADDRESS

Ship-to Acct Number: CITBIR1

City of Birmingham Michigan
Sprindale Gole Course
316 Strathmore Rd.
BIRMINGHAM, MI 48009
United States of America

SUBTOTAL	$366.68
TAX/STATE FEES	$0.00
TOTAL	$366.68

ATTACHMENT E

SAMPLE OMNIA REPORT

OMNIA®
PARTNERS

Supplier Name:	Harrell's	Total Sales	$127,686.32
Contract Number:	NI143184	Admin Fee %	3.00%
Reporting Period:	7/31/2023	Total Admin Fee	$3,830.59

Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee
	5132431	City of Birmingham Michigan	316 Strathmore Rd.		BIRMINGHAM	MI	48009		$366.68	3.00%	$ 11.00
	5214298	CITY OF DALLAS	5272 1800 Southerland		DALLAS	TX	75203		$4,285.86	3.00%	$ 128.58
	1131524	CITY OF EAST RIDGE							$205.00	3.00%	$ 6.15
	5132470	CITY OF FARMINGTON HILLS							$446.92	3.00%	$ 13.41
		CITY OF GREENVILLE	65 Mayberry Street		Greenville	SC	29601		$4,409.00	3.00%	$ 132.27
	5132452	CITY OF LIVONIA GOLF DIVISION							$785.70	3.00%	$ 23.57
	1036824	CITY OF NOVI							$1,179.00	3.00%	$ 35.37
	1027369	City of Riverview	14701 Sibley Rd		Riverview	MI	48193		$810.00	3.00%	$ 24.30
	4003188	CITY OF SAVANNAH							$11,346.00	3.00%	$ 340.38
	2510308	CITY OF SOUTHFIELD							$4,959.04	3.00%	$ 148.77
	1138213	City of Sunrise	8150 Springtree Drive		Sunrise	FL	33351		$810.00	3.00%	$ 24.30
	5196044	CITY OF SURPRISE	15960 N BULLARD AVE		SURPRISE	AZ	85374		$5,317.20	3.00%	$ 159.52
	1136340	Collier County Board of County							$12,546.00	3.00%	$ 376.38
		CULLMAN PARKS RECREATION AND SP	1705 LEE AVENUE SW		CULLMAN	AL	35055		$2,771.14	3.00%	$ 83.13
	2614219	DEGRAY LAKE RESORT STATE PARK							$2,983.20	3.00%	$ 89.50
	220075	East Tennessee State University							$1,727.00	3.00%	$ 51.81
	5207433	Florida Int'l University							$19,053.40	3.00%	$ 571.60
		HOTCHKISS SCHOOL	11 INTERLAKEN RD		LAKEVILLE	CT	6039		$2,322.10	3.00%	$ 69.66
	5228705	HURON CLINTON METROPLITAN AUTHO							$2,006.63	3.00%	$ 60.20
	5031530	MARYSVILLE GOLF COURSE							$13,489.93	3.00%	$ 404.70
	5020686	OAKLAND COUNTY FISCAL SERVICES							$4,135.73	3.00%	$ 124.07
	5141771	OSU GOLF CLUB							$8,563.00	3.00%	$ 256.89
	5021399	TOWN OF COLONIE							$6,054.00	3.00%	$ 181.62
	5214521	University of Alabama in Huntsv	301 Sparkman Dr		Huntsville	AL	35899		$220.00	3.00%	$ 6.60
	5196109	University Of Florida	2800 SW 2nd Ave.		Gainesville	FL	32605		$903.60	3.00%	$ 27.11
	5039752	VILLAGE CREEK STATE PARK	201 CR 754		WYNNE	AR	72396		$13,062.44	3.00%	$ 391.87
	5224079	Wayne County Airport Authority							$196.50	3.00%	$ 5.90
	5293306	WEST BLOOMFIELD PARKS & REC.	2905 Hiller RD		West Bloomfield	MI	48323		$2,731.25	3.00%	$ 81.94

ATTACHMENT F

SUSTAINABILITY POLICY

Harrell's
Growing a Better World®

5105 New Tampa Highway
Lakeland, FL 33815
863.687.2774
800.282.8007
contact@harrells.com
www.harrells.com

CORPORATE SUSTAINABILITY POLICY

I. Purpose and Scope

Harrell's, LLC employs this policy to define the fundamental principles for its commitment to the well-being of its employees, customers, communities, and the environment, uphold the Company's Core Values and Four Pillars, and comply with applicable law.

This policy applies to any and all employees, consultants, contractors, temporary employees, vendors, and agents of Harrell's.

II. Policy

1. Harrell's, LLC is committed to Growing a Better World® through developing and commercializing products to reduce the environmental impact of the markets we serve. Harrell's® commitment to the environment is showcased in these ways:
    a. Manufacturing and distributing of POLYON® Controlled Release Fertilizer, an industry-leading solution for lowering environmental nutrient pollution.
    b. Educating end-users on best management practices to encourage efficient product use and reduce product waste.
    c. Developing novel biostimulant technologies to enhance plant function in an environmentally sustainable way.
    d. Membership in industry organizations such as Responsible Industry for a Sound Environment (RISE), The Fertilizer Institute (TFI), and The Environmental Institute for Golf, and the Lawn & Horticultural Products Work Group (LHPWG).
2. Harrell's, LLC is committed to conducting its operations with the highest level of integrity. As a part of this commitment, Harrell's strictly prohibits its employees, consultants, contractors, temporary employees, vendors, and agents from:
    a. using any form of forced, indentured, or trafficked labor,
    b. allowing any form of forced, indentured, or trafficked labor in their supply chains,
    c. failing to pay their employees in amounts equal to or in excess of the applicable minimum wage rate,
    d. destroying, concealing, or confiscating an employee's identity or immigration documents, such as passports or driver's licenses,
    e. using recruiters that do not comply with local labor laws of the country in which the recruiting takes place, and
    f. charging employees recruitment fees.

Harrell's
Growing a Better World®

5105 New Tampa Highway
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Moreover, Harrell's is committed to ensuring that its employees and all its subcontractors and agents are provided with safe and healthy workplaces in compliance with all local, state, and federal ordinances, laws, and regulations.

3. Harrell's, LLC operations teams practice sustainable manufacturing by producing products through economically sound processes that minimize negative environmental impacts while conserving energy and natural resources. A focus on increasing safety for employees, vendors, and local communities and the security of our product drives our sustainability efforts. Sustainable manufacturing includes:
   a. Avoiding causing harm to the local environment
   b. Reducing pollution and emissions
   c. Cutting waste of raw materials and other resources
   d. Reducing consumption of energy, water, and other limited substances
   e. Increasing safety for workers and nearby communities
   f. Protecting our products from misuse or divisive behavior

III. Responsibilities

Harrell's, LLC's employees, consultants, contractors, temporary employees, vendors, and agents are responsible for understanding and complying with this Policy. Any violation or perceived violation of this Policy will be reported to a member of the Senior Leadership Team as soon as possible. It is the responsibility of the Senior Leadership Team to review this Policy on an annual basis.

IV. Violations

Any violation of this policy may result in disciplinary action, up to and including termination of employment or termination of vendor/agent agreement. This document shall not be construed to represent a contract of employment between the Company and any user or third party.

V. Questions and Concerns

Questions and concerns may be directed to Ella Kimbrel, Senior Vice President, Human Resources, at ekimbrel@harrells.com.

Jack R. Harrell, Jr.
CEO

ATTACHMENT G

HARRELL'S PRODUCT CATALOG

Item #	Controlled-Release Fertilizer	U_of_M	OMNIA Price	Vendor
200083	41-0-0 Polyon Mini, 50 Lb (R040)	50 lb	$62.00	Harrell's
200091	43-0-0 Polyon REG 50 Lb	50 lb	$46.00	Harrell's
200092	42-0-0 Polyon REG 50 Lb	50 lb	$47.25	Harrell's
200327	0-0-50 100%PCSOP Micro 50 Lb (R154)	50 lb	$64.00	Harrell's
883008	43-0-0 100% Polyon Mini 50 Lb	50 lb	$57.50	Harrell's
884179	44-0-0 100%PCU44 REG 50 Lb	50 lb	$36.00	Harrell's
200492	20-0-20 70% Polyon-44 AS MOP SOP	50 lb	$28.65	Harrell's
200493	15-0-15 75% Polyon-44 AS SOP .21% Barricade	50 lb	$30.45	Harrell's
200491	15-0-15 75% Polyon-44 AS SOP 1% Ronstar	50 lb	$53.25	Harrell's
200070	0-0-22 K-Mag Sul Po Mag REG 50 Lb	50 lb	$20.95	Harrell's
200060	21-0-0 Ammonium Sulfate REG 50 Lb	50 lb	$19.08	Harrell's
	Plant Health/Fungicide	**U_of_M**	**OMNIA Price**	**Vendor**
CIVITAPM1-2.5	Civitas Turf Defense Pre Mix	GAL	$115.00	Intelligro
CIVITARM2-5	Civitas Turf Defense Ready 2 Mix	GAL	$230.55	Intelligro
	Adjuvants	**U_of_M**	**OMNIA Price**	**Vendor**
HSMASA	Harrell's Activator+SA 1 Gal	Gallon	$186.62	HOCKING
HSMBUF	Harrell's pH Buffer 1 Gal	Gallon	$52.00	HOCKING
HSMCOC	Harrell's Crop Oil Concentrate 2.5 Gal	2.5GAL	$134.96	HOCKING
HSMDEF2	Harrell's Defoamer 2.0 1 qt.	Quart	$24.91	HOCKING
HSMHER	Harrell's Herbicide Activator 2.5 Gal	2.5GAL	$62.90	HOCKING
HSMMET	Harrell's Methylated Seed Oil (CL 3B) 2.5 Gal	2.5GAL	$89.48	HOCKING
HSMNPP	Harrell's Nonionic Penetrant Plus 2.5 Gal	2.5GAL	$106.02	HOCKING
HSMPEN	Harrell's Nonionic Penetrant 2.5 Gal	2.5GAL	$72.46	HOCKING
HSMSPR	Harrell's Nonionic Spreader/Sticker 1 Gal	Gallon	$66.45	HOCKING
NOSTUNT	Seactyl No Stunt 2.64 gallons	2.64 GAL	$462.00	TIMAC
SUNOIL	Sun Spray Ultra Oil 2.5 gal (CL 3B)	2.5GAL	$91.13	HOCKING
	Amendments	**U_of_M**	**OMNIA Price**	**Vendor**
1HARDIV-GR	Harrell's Divot/Recovery Mix 50 Lb (GREEN DIVOT)	50 lb	$16.00	GOLFAGRON
1HARDIV-GRBB	Harrell's Divot/Recovery Mix- BB (GREEN)	Ton	$560.00	GOLFAGRON
200314	Greenlight S Gypsum Fairway 50 Lb	50 lb	$22.86	OMYA
200315	Greenlight S Prime Gypsum Micro 50 Lb	50 lb	$24.29	OMYA
200316	Greenlight Ca Lime Prime Micro 50 Lb	50 lb	$25.94	OMYA

ANY PRODUCT NOT ON THIS PRICE SHEET WILL RECEIVE BEST IN MARKET PRICING BY A HARRELL'S TERRITORY MANAGER

200317	Greenlight Ca Lime Fairway 50 Lb	50 lb	$24.11	OMYA
300104	Harrell's K CalMAX 0-0-24 6% Mg Micro 50 Lb (R197)	50LB	$55.44	FERTI
880060	EarthMax G REG 40 Lb (Hort)	40LB	$23.51	ORGANIC PR
880062O-2.5	Harrell's EarthMAX Organic 2.5 Gal	2.5GAL	$138.85	HOCKING
SOIENH	Soil Enhancer 2.5 Gal	2.5GAL	$97.96	HOCKING
	Foliar Nutritionals	**U_of_M**	**OMNIA Price**	**Vendor**
200225	Harrell's Max Manganese 5%, 2.5 Gal	2.5GAL	$53.22	HOCKING
200231	Harrell's Max Magnesium 4%, 2.5 Gal	2.5GAL	$53.22	HOCKING
200232	Harrell's Stress Relefe, 0-0-25 2.5 Gal	2.5GAL	$114.24	HOCKING
200232A	Harrell's Stress Relefe, 0-0-25 30 Gal	30 Gal	$1,355.76	HOCKING
200233	Harrell's Max Minors, 2.5 Gal	2.5GAL	$51.82	HOCKING
200233A	Harrell's Max Minors 30 Gal	30 Gal	$619.38	HOCKING
200236	Harrell's Max Potassium + CA 4-0-8 2.5 Gal	2.5GAL	$56.77	HOCKING
200236C	Harrell's Max Potass + CA 4-0-8, 250 Gal	250GAL	$4,779.18	HOCKING
200238	Harrell's Max Calcium 8.25%, 2.5 Gal	2.5GAL	$55.89	HOCKING
200245	Harrell's Max Salt Rx 2.5 gal (Not for CA)	2.5GAL	$176.79	HOCKING
200247	Harrell's Max Cal Plus 2.5 Gal	2.5GAL	$274.23	HOCKING
200247-30	Harrell's Max Cal Plus 30 Gal	30 Gal	$3,093.10	HOCKING
200249	Harrell's Max Long Iron 2.5 Gal 15-0-0 6%Fe	2.5GAL	$65.36	HOCKING
200249A	Harrell's Max Long Iron 30 Gal 15-0-0 6%Fe	30 Gal	$769.97	HOCKING
200249B	Harrell's Max Long Iron 15-0-0 6%Fe 250 Gal	250GAL	$6,283.20	HOCKING
200251	Harrell's Max Soil Surge 17-0-0 (H) (C) 2.5 Gal	2.5GAL	$167.02	HOCKING
200253	Harrell's Max Aluminum Chelate 2.5 Gal	2.5GAL	$51.41	HOCKING
200258	Iron Plus 18% Fe 3% Mn 50 Lb	50 lb	$36.13	HOCKING
200267-2.5	Harrell's Ornamental MAX 8-2-4, 2.5 Gal	2.5GAL	$58.69	HOCKING
200292	Harrell's Max "NSM" 2.5 Gal	2.5GAL	$71.74	HOCKING
200292C	Harrell's Max "NSM", 250 Gal	250GAL	$6,826.50	HOCKING
200294	Harrell's Max NS Iron 2.5 Gal	2.5GAL	$52.45	HOCKING
200294A	Harrell's Max NS Iron 30 Gal	30 Gal	$640.08	HOCKING
200295	Harrell's Max Nitrate Plus 2.5 Gal	2.5GAL	$106.24	HOCKING
200295A	Harrell's Max Nitrate Plus 30 Gal	30 Gal	$1,217.17	HOCKING
820440	Harrell's Bio Max 4-0-0 2.5 Gal	2.5GAL	$201.04	HOCKING
820442	Harrell's Bio Max 12-0-6 w/UMAXX 2.5 Gal	2.5GAL	$195.09	HOCKING

820443	Harrell's Iron, Mn, & Mg 30 Gal	30 Gal	$663.10	HOCKING
820443A	Harrell's Iron, Mn, & Mg 250 Gal	250GAL	$5,385.60	HOCKING
820443B	Harrell's Iron, Mn, & Mg 2.5 Gal (Q-A)	2.5GAL	$42.77	HOCKING
820447-2.5	Bio-MAX Seaweed A+E 2.5 Gal	2.5GAL	$232.46	HOCKING
820488-2.5	Harrell's Bio Max 7-0-7 2.5 Gal (No WI)	2.5GAL	$269.07	HOCKING
820571	Harrell's Phosphorus Plus 2.5 Gal	2.5GAL	$90.51	HOCKING
820813	Harrell's Max Potassium Silicate 2.5gal.	2.5GAL	$102.95	HOCKING
822157	Harrell's N30+ w/Umaxx and SE 30gal.	30 Gal	$1,121.41	HOCKING
822160	Harrell's N30+ w/Umaxx & SE 2.5gal	2.5GAL	$94.57	HOCKING
822586	Harrell's 18-3-6 w/UMAXX 2.5 Gal	2.5GAL	$88.64	HOCKING
822587	Harrell's 18-3-6 w/UMAXX 30 Gal	30 Gal	$1,047.49	HOCKING
822610	Harrell's 12-0-0 6%Fe, 3%Mn (CL 3B) 2.5 Gal w/Umaxx	2.5GAL	$65.78	HOCKING
822611	Harrell's 12-0-0 6%Fe, 3%Mn (CL 3B) 30 Gal w/Umaxx	30 Gal	$774.48	HOCKING
880098-2.5	Amino Pro V 2.5 Gal Q-A	2.5GAL	$350.91	HOCKING
880135	Harrell's Bio-MAX Mycorrhizae Pro 1 Qt. (CL3B)	Quart	$228.75	HOCKING
880150-2.5	Harrell's Max 12-0-12 w/Umaxx 2.5 Gal	2.5GAL	$90.74	HOCKING
880150-30	Harrell's Max 12-0-12 w/Umaxx 30 Gal	30 Gal	$1,054.21	HOCKING
880151-2.5	Harrell's Max Tall Turf 30-0-0 2.5 Gal	2.5GAL	$62.06	HOCKING
880151-250	Harrell's Max Tall Turf 30-0-0 250 Gal	250GAL	$5,974.00	HOCKING
880151-30	Harrell's Max Tall Turf 30-0-0 30 Gal	30 Gal	$730.80	HOCKING
ROOMAX	Harrell's Bio Max Root Enhancer 2.5 Gal NO CA or PA	2.5GAL	$90.23	HOCKING
	Paint/Pigments/Dye	**U_of_M**	**OMNIA Price**	**Vendor**
HSMBLA	Harrell's Black Pond Dye WSP 6 x 5.25 oz Each	6x5.25oz	$116.24	HOCKING
HSMBLU	Harrell's Blue Pond Dye 2.5 Gal	2.5GAL	$194.54	HOCKING
HSMBSI	Harrell's Blue Spray Indicator 2.5 Gal	2.5GAL	$130.34	HOCKING
HSMGSI	Harrell's Green Spray Indicator 2.5 Gal	2.5GAL	$205.26	HOCKING
HSMGTP	Harrell's Green Turf Paint 2.5 Gal	2.5GAL	$187.56	HOCKING
HSMPARSG	Harrell's Par SG 1 Gal	Gallon	$259.14	HOCKING
	Specialty	**U_of_M**	**OMNIA Price**	**Vendor**
HARCHA	Harrell's Activated Charcoal 2.5gal	2.5 Gal	$75.97	HOCKING
HSMPIG	Harrell's Pigment Cleaner Plus (HA) (4x1 Gal) Case	Case	$238.86	HOCKING
HSMTAN	Harrell's Tank Cleaner (HA) 1 Qt.	Quart	$19.85	HOCKING
HSMTMF	Harrell's Turf Marking Foam 1 Qt.	Quart	$22.77	HOCKING

200751	Plus 5 Field Marking Dust 50 LB (56 per pallet)	50LB	$157.73	IMERYS
	Wetting Agents	**U_of_M**	**OMNIA Price**	**Vendor**
FLEET100-2.5	Fleet 100 2.5 Gal	2.5GAL	$258.50	HOCKING
FLEET100-30	Fleet 100 30 Gal	30 Gal	$2,995.44	HOCKING
HARROO	Harrell's Root Max Pellets 16/8 oz	16x8 oz	$300.66	HOCKING
HYDCPPEL	HydroMax CP Pellets 16/8 oz	16x8 oz	$360.34	HOCKING
HYDRO902.5	Hydro-90 2.5 Gal	2.5GAL	$232.18	HOCKING
HYDRO9030	Hydro-90 30 Gal	30 Gal	$2,756.83	HOCKING
HYDRO90G	Hydro-90 Granular 50 Lb	50LB	$205.33	HOCKING
HYDROC2.5	Hydro-Cure 2.5 Gal	2.5GAL	$147.53	HOCKING
HYDROC30	Hydro-Cure 30 Gal	30 Gal	$1,684.48	HOCKING
HYDROCG-N	Hydro-Cure Granular 50 Lb	50LB	$234.37	HOCKING
HYDROCPEL	Hydro-Cure Pellets 16/8 oz	16x8 oz	$324.13	HOCKING
HYDROINJ2.5	Hydro-Inject 2.5 Gal	2.5GAL	$68.72	HOCKING
HYDROSPEL	Hydro-Cure SuperMax Pellets 4 x 8 Lb Case	4x8 LbCS	$998.85	HOCKING
SYMPHO	Symphony Moisture Management 2.5 Gal	2.5GAL	$256.24	HOCKING
SYMPHO1	Symphony Moisture Management 30 Gal	30 Gal	$3,046.83	HOCKING
SYMPHOG50	Harrell's Symphony Granular 50 Lb	50LB	$220.27	HOCKING
	Harrell's Fungicides	**U_of_M**	**OMNIA Price**	**Vendor**
HPMAZO	Harrell's ProtectMax Azoxy 2SC 1 GAL (HA)	Gallon	$490.00	Harrell's
HPMCLT-6L	Harrell's ProtectMax Chlorothalonil 6 L 2.5 Gal	2.5GAL	$152.78	Harrell's
HPMCLT-DF	Harrell's ProtectMax Chlorothalonil DF 5 Lb (HA)	5LB	$50.45	Harrell's
HPMCYA	Harrell's ProtectMax Cyazo 39.2 Fl Oz (HA) (CL3B)	39.2Fl Oz	$430.02	Harrell's
HPMFLU	Harrell's ProtectMax Fluazinam 2.5 Gal (HA)	2.5GAL	$1,425.00	Harrell's
HPMFLX	Harrell's ProtectMax Fluoxastrobin SC 0.5 Gal (HA)	.5GAL	$1,381.33	Harrell's
HPMPRO	Harrell's ProtectMax Propiconozole 2.5 Gal	2.5GAL	$234.74	Harrell's
HPMTEB	Harrell's ProtectMax Tebuconazole 2.5 Gal (HA)	2.5GAL	$457.80	Harrell's
HPMTML	Harrell's ProtectMax T-Methyl 2.5 Gal (H)	2.5GAL	$286.70	Harrell's
	ENVU Products	**U_of_M**	**OMNIA Price**	**Type**
ALTUS	Altus 64 Oz (0.5 Gal)	Gallon	$839.40	Insecticide
ALTUS>	Altus 64 Oz (0.5 Gal) >16 bottles	Gallon	$797.40	Insecticide
BANOLF2	Banol	Gallon	$491.50	Fungicide
BARRIC-32	Barricor SP 32 Fl Oz	Fl Oz	$2.09	Insecticide

BAYLET3	Bayleton Flo	Gallon	$755.60	Fungicide
BROAD-12	Broadform 12 Fl Oz	12 Fl Oz	$242.00	Fungicide
BROAD-12>	Broadform 12 Fl Oz >16 bottles	12 Fl Oz	$230.00	Fungicide
CELSIU	Celsius WG	10 OZ	$125.80	Fungicide
CELSIUXT	Celsius XTRA	10 OZ	$166.40	Herbicide
CHIPSIG11	Chipco Signature 11LB	11 LB	$35.68	Fungicide
CHIPSIG11>	Chipco Signature 11LB 9+ bottles	11 LB	$33.54	Fungicide
CHIPSIG44	Chipco Signature 44LB Case -No splits	44 LB Case	$1,570.00	Fungicide
CHIPSIG44>3	Chipco Signature 44LB Case -No splits 3+ cases	44 LB Case	$1,475.80	Fungicide
DENSIC-51	Densicor Fungicide 51oz	51 Fl Oz	$725.00	Fungicide
EXTERI-N	Exteris Stressgard 2.5 Gal (3B) Agency	Gallon	$143.30	Fungicide
FIATA	Fiata	Gallon	$75.88	Fungicide
INDEMN17.1	Indemnify 17.1 Oz (Agency)	17.1 Oz	$1,925.00	Nematicide
INDEMN17.1>6	Indemnify 17.1 Oz (Agency) 6+ bottles	17.1 Oz	$1,732.50	Nematicide
INTERF	Interface StressGard	Gallon	$224.40	Fungicide
INTERF>6	Interface StressGard 6+ jugs	Gallon	$197.40	Fungicide
KONTOS250	Kontos Insecticide/Miticide 250 ML	250 ML	$216.90	Insecticide
KONTOS250>	Kontos Insecticide/Miticide 250 ML >24 bottles	250 ML	$195.20	Insecticide
MARENG50	Marengo G 50 Lb	50 Lb	$121.50	Herbicide
MARENG50-21	Marengo G 50 Lb 21-79 bags	50 Lb	$115.50	Herbicide
MARENG50-80	Marengo G 50 Lb 80+ bags	50 Lb	$109.50	Herbicide
MARENG-64	Marengo 64 Oz (0.5 Gal)	Gallon	$2,223.00	Herbicide
MARENG-64-4	Marengo 64 Oz (0.5 Gal) 4-12 bottles	Gallon	$2,112.00	Herbicide
MARENG-64>16	Marengo 64 Oz (0.5 Gal) 16+ bottles	Gallon	$2,001.00	Herbicide
MERIT6	Merit 75 WSP	x 1.6 oz Mega D	$1,900.10	Insecticide
MIRAGE	Mirage StressGard	Gallon	$194.88	Fungicide
RESILI	Resilia	Gallon	$327.50	Fungicide
REVOLV	Revolver	87 OZ	$743.10	Herbicide
RONSTA5	Ronstar Flo 2.5 Gal 1-11 bottles	Gallon	$210.00	Herbicide
RONSTA5-12	Ronstar Flo 2.5 Gal 12-39 bottles	Gallon	$172.40	Herbicide
RONSTA5>40	Ronstar Flo 2.5 Gal >40 bottles	Gallon	$149.50	Herbicide
SAVATE8	Savate 8 Oz	8 Oz	$380.70	Insecticide
SAVATE8>	Savate 8 Oz >24 bottles	8 Oz	$361.65	Insecticide

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SIGXTR	Signature Xtra Stressgard	Pound	$37.45	Fungicide
SIGXTR>24	Signature Xtra Stressgard 24+ bottles	Pound	$34.36	Fungicide
SPECTI6	Specticle Flo 1-13 Gals	Gallon	$1,898.25	Herbicide
SPECTI6-14	Specticle Flo 14-25 Gals	Gallon	$1,743.50	Herbicide
SPECTI6>26	Specticle Flo 26+ Gals	Gallon	$1,566.20	Herbicide
SPECTI7	Specticle Flo 18oz	18 OZ	$309.30	Herbicide
SPECTIG1	Specticle G VRG	Pound	$2.51	Herbicide
TARTAN	Tartan Stressgard 6+ Jugs	Gallon	$375.68	Fungicide
TARTAN<	Tartan Stressgard 1-5 Jugs	Gallon	$413.20	Fungicide
TETRIN-1	Tetrino Insecticide	Gallon	$498.00	Insecticide
TRIBUTE	Tribute Total WDG	6 OZ	$405.30	Herbicide
Item #	**FMC Products**	**U_of_M**	**OMNIA Price**	**Type**
DISMISSNXT-10	Dismiss NXT 10 Oz (Agency) (HA) (CL 3A)NO NY	10 Fl Oz	$104.00	Herbicide
DISMISSNXT-60	Dismiss NXT 60 Fl Oz (Agency) (HA) (CL 3A)) NO NY	60 Fl Oz	$590.00	Herbicide
ECHELO	Echelon 4 SC (CL 2) 1 Gal (Agency)	Gallon	$435.00	Herbicide
FAME1	Fame SC 16oz. (1Pint) (HA) (Agency)	Pint	$445.00	Fungicide
FAME2	Fame SC 0.5 Gal. (Agency) (HA)	Gallon	$3,198.00	Fungicide
FAME3	Fame SC 2.5 Gal. (Agency) (HA)	Gallon	$2,691.60	Fungicide
FAMEC	Fame +C 2.5gallon (Agency)	Gallon	$225.60	Fungicide
KALIDA	Kalida Fungicide 0.5gallon	Gallon	$1,650.00	Fungicide
RAYORA	Rayora Fungicide 2.5 gal (Agency)	Gallon	$245.20	Fungicide
SERATA	Serata Fungicide 35 Oz WDG (Agency)	35 Oz	$475.00	Fungicide
SCION1	Scion Insecticide w/ UVX 1 Quart (CL3B) (HA) (Agency)	Quart	$152.00	Insecticide
SOLITA1	Solitare 75 WG 4 Lb (Agency)	Pound	$144.75	Herbicide
SOLITA-2.5	Solitare WSL 2.5 gallon	Gallon	$98.00	Herbicide
TRIPTO	Triple Crown T & O Gal (T) (Agency)	Gallon	$338.00	Insecticide
TRIPGO	Triple Crown GOLF Gal (T) (HA) (R) (Agency)	Gallon	$338.00	Insecticide
XONERA-12	Xonerate 2SC (Agency) 12 Fl oz (HA)	Ounce	$44.42	Herbicide
Item #	**Syngenta Products**	**U_of_M**	**OMNIA Price**	**Type**
ACELE3	Acelepryn .5 Gal (2 qts) (HA) (Agency) <10gallons	Gal	$2,275.00	Insecticide
ACELE3>	Acelepryn 0.5 Gal (2 qts) >10 Gals (HA) (Agency)	Gal	$2,050.00	Insecticide
ACEXTR-2.5	Acelepryn XTRA 2.5 Gal < 25 Gls	Gal	$800.00	Insecticide
ACEXTR-2.5>	Acelepryn XTRA 2.5 Gal > 25 Gls	Gal	$720.00	Insecticide

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ACEXTR-30	Acelepryn XTRA 30 Oz < 108 Btl	Ounce	$6.25	Insecticide
ACEXTR-30>	Acelepryn XTRA 30 Oz < 108 Btl	Ounce	$5.63	Insecticide
APPEAR2	Appear 2 Fungicide 2 Gal (Agency)	Gallon	$189.00	Fungicide
ASCRNTY	Ascernity Fungicide 1 Gal (CL3B) (HA) (Agency)	Gallon	$497.00	Fungicide
ASCRNTY-10	Ascernity Fungicide 10 Gal Link Pak (CL3B) (HA) (Agency)	Gallon	$480.00	Fungicide
AVID1	Avid .15 EC (CL 3A) Gal (H) =>12 Gal (Agency)	Gallon	$431.00	Insecticide
AVID1<	Avid .15 EC (CL 3A) Gal (H) <12 Gal (Agency)	Gallon	$594.50	Insecticide
AVIMAI	Avid + Mainspring GNL MP (H) (CL 3A) (CL 1C) (Agency)	Case	$1,600.00	Insecticide
BANMAX2	Banner MAXX II (CL 3B) Gal (Agency)	Gallon	$255.00	Fungicide
BANMAX2LP	Banner MAXX II (CL 3B) 10 Gal (Agency)	Gallon	$245.00	Fungicide
BARR4L	Barricade 4 FL (CL 3B) (HA) - 10 Gal (Agency) >=20 gls	Gallon	$144.00	Herbicide
BARR4L<	Barricade 4 FL (CL 3B) (HA) - 10 Gal (Agency) <=20 gls	Gallon	$159.00	Herbicide
BARR4L1	Barricade 4FL (CL 3B) 1 Gal >=20 Gallons (Agency)	Gallon	$158.00	Herbicide
BARR4L1<	Barricade 4FL (CL 3B) 1 Gal <20 Gallons (Agency)	Gallon	$166.50	Herbicide
BARR4LF	Barricade 4 FL 30 Gal (Agency) >=60 Gls	Gallon	$127.50	Herbicide
BARR4LF<	Barricade 4 FL 30 Gal (CL 3B) (Agency) <60 Gls	Gallon	$138.00	Herbicide
BARR5	Barricade 65WG 5LB >=320lb (Agency)	Pound	$21.25	Herbicide
BARR5<	Barricade 65WG 5LB <320LB (Agency)	Pound	$24.50	Herbicide
BONZI2	Bonzi 2.5 Gal >=15 (Agency) (CL 3B)	Gallon	$154.00	Regulator
BONZI2<	Bonzi 2.5Gal <15gal (Agency) (CL 3B)	Gallon	$193.50	Regulator
BRISKW	Briskway 1 Gal (CL 3B) (HA) (Agency)	Gallon	$1,457.00	Fungicide
BRIVEL-MP	Briskway + Velista Multipak	Case	$2,856.00	Fungicide
COMPEN	Compendium 1 Gal < 60 Gls	Gallon	$283.00	Fungicide
COMPEN>	Compendium 1 Gal > 60 Gls	Gallon	$240.00	Fungicide
CONCER	Concert II 2.5 Gal =>75Gal. (CL 3B) (Agency)	Gallon	$96.00	Fungicide
CONCER<	Concert II 2.5 Gal <75gal (CL 3B) (Agency)	Gallon	$107.00	Fungicide
CONTEND	Contend A+B Snow MP (HA) (Agency)	Case	$888.00	Fungicide
CONTEND-AB	Contend A+B Snow MP (HA) (Agency)	Case	$888.00	Fungicide
DACAAP	Daconil Action+Appear 2 MP (CL 3B) (Agency)	Case	$454.00	Fungicide
DACABM	Daconil Action+BannerMAXX II (CL 3B) MP(Agency)	Case	$468.00	Fungicide
DACACT	Daconil Action (CL 3B) 2.5 Gal (Agency)	Gallon	$106.00	Fungicide
DACAHAM	Daconil Act+Heritage Act MP (CL 3B) (Agency)	Case	$878.00	Fungicide
DACOZN1	Daconil ZN, 2.5 gal (Agency) (HA)	Gallon	$87.00	Fungicide

DACULT1	Daconil Ultrex, 5 Lb Bag (Agency) (HA)	Pound	$17.00	Fungicide
DACWEA1	Daconil Weather Stik 2.5 Gal (Agency)	Gallon	$84.00	Fungicide
DEMARM	Demand + Archer MP (Agency) (HA) (CL 3A)	Case	$401.75	Insecticide
DIVANE	Divanem 0.5 Gal (R) (T) (HA) <4gal (Agency)	Gallon	$3,786.00	Insecticide
DIVANE>	Divanem 0.5 Gal (R) (T) (HA) =>4gal (Agency)	Gallon	$3,234.00	Insecticide
DIVHER-MP	Divanem + Heritage Action MP(R) (T) (HA) (Agency)	Case	$3,404.00	Combination
FERENC	Ference 96 OZ (T) (Agency) Long Island appvd Til 2024	96 Oz	$1,920.00	Insecticide
FERENC>	Ference 96 OZ (T) (Agency) 4+ bottles Long Island appvd Til 2024	96 Oz	$1,728.00	Insecticide
FLAGSH1	Flagship WG 2 Lb Jug (Agency)	Pound	$219.50	Insecticide
HEADWA1	Headway 10 Gal (CL 3A) (Agency)	Gallon	$508.00	Fungicide
HEAWAY	Headway Fung. (CL 3A) Gal (Agency)	Gallon	$536.00	Fungicide
HERACT1	Heritage Action 1 Lb (Agency) (HA)	Pound	$378.00	Fungicide
HERAVMP	Heritage Action + VelistaMP (Agency)(HA)	Case	$1,793.00	Fungicide
HERITA1	Heritage Fungicide 1 Lb (Agency) (HA)	Pound	$367.00	Fungicide
HERITA2	Heritage 6 Lb (Agency)	Pound	$367.00	Fungicide
HERITA3	Heritage TL (CL 3A) 10 Gal (Agency)	Gallon	$591.00	Fungicide
HERITA4	Heritage TL (CL 3A) Gal (Agency)	Gallon	$602.00	Fungicide
INSTRA	Instrata (C) 2.5 Gal >= 25 Gls (Agency)	Gallon	$160.00	Fungicide
INSTRA<	Instrata (C) < 25 Gls 2.5 Gal (Agency)	Gallon	$188.00	Fungicide
MAINGNL	Mainspring GNL 1 Pint (CL 3B) >8 Pints (Agency)	Pint	$291.50	Insecticide
MAINGNL<	Mainspring GNL 1 Pint (CL 1C) < 8 Pints (Agency)	Pint	$352.50	Insecticide
MAINGNL1	Mainspring GNL 1 Gallon (CL 3B) (Agency)	Gallon	$2,332.00	Insecticide
MANSCR-MP	Manuscript MP Case (CL 3B) (CL 3A) (HA) (Agency)	Case	$970.00	Herbicide
MEDAL1	Medallion WDG =>128oz 8oz. (Agency) Orn. Only	Ounce	$19.80	Fungicide
MEDAL1<	Medallion WDG <128oz 8oz. (Agency) Orn. Only	Ounce	$22.00	Fungicide
MEDAL2	Medallion SC 1 Gal (Agency)	Gallon	$685.00	Fungicide
MERIDI3	Meridian 25 WG Pak 102oz=Each (HA) (Agency) NO NY	OZ	$5.70	Insecticide
MICORA	Micora 1 qt. (Agency) (CL 3B)	Quart	$317.00	Fungicide
MONUME<	Monument 75 WG (5x5 Gram is Each) <250g (Agency) (HA)	5x5GM	$300.00	Herbicide
MONUME1	Monument 75 WG (5x5 Gram is Each) =>250g (Agency) (HA)	5x5GM	$275.00	Herbicide
MURAL	Mural 1 Lb (Agency)	Pound	$220.50	Fungicide
MURMAI	Mural + Mainspring GNL MP(Agency)	Case	$1,165.00	Combination
PALLAD	Palladium 2lb (Agency)	Pound	$174.50	Fungicide

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POSASC	Posterity XT + Ascernity Multipak	Case	$1,011.00	Fungicide
POSFOR-1	Posterity Forte 1 Gal (Agency) (HA) (CL 3B)	Gallon	$835.00	Fungicide
POSMUR	Postiva + Mural Multipak	Case	$718.00	Fungicide
POSTER-105	Posterity 105 Fl Oz (Agency) (HA) (CL 3B)	105 Floz	$1,704.00	Fungicide
POSTER-42	Posterity 42 Fl Oz (Agency) (CL 3B) (HA)	42 Floz	$987.00	Fungicide
POSTIV-28	Postiva Fungicide 28 Fl Oz	Ounce	$3.60	Fungicide
POSTXT-2.5	Posterity XT 2.5 Gal (Agency) (T)	Gallon	$256.00	Fungicide
PRIMAX	Primo MAXX (CL 3A) (HA) Gal (Agency)	Gallon	$317.00	Regulator
PRIMO3	Primo LP, (CL 3A) 10 Gal (Agency)	Gallon	$299.00	Regulator
PRITRIM	Primo Maxx+Trimmit MP(CL 3A)(CL 3B) (Agency)	Case	$741.00	Regulator
PROVAU-72	Provaunt WDG 72 Oz (Agency) No CA HA	Ounce	$6.00	Insecticide
RECOGN	Recognition Herbicide 1.95 Oz	Ounce	$89.00	Herbicide
RENOWN	Renown Fung 2.5gal (Agency)	Gallon	$296.00	Fungicide
REWAR2	Reward 2.5gallon (H) (Agency) (C)	Gallon	$96.00	Herbicide
SECACT-0.5	Secure Action 0.5 Gal Agency(CL 3B) (HA) No CA	Gallon	$821.00	Fungicide
SECACT-2.5	Secure Action 2.5 Gal Agency (CL 3B) (HA) No CA	Gallon	$697.00	Fungicide
SECURE	Secure 2.5 Gal (Agency)	Gallon	$661.00	Fungicide
SUBDUE1	Subdue Maxx LP, 10 Gal (Agency)	Gallon	$591.00	Fungicide
SUBMAX	Subdue Maxx 1gal (Agency) (CL 3B)	Gallon	$611.00	Fungicide
TANDEM	Tandem Insecticide 2 Qt (Agency)	2QT	$142.00	Insecticide
TANDEM>	Tandem Insecticide 2 Qt (=>128qt) (Agency)	2QT	$123.00	Insecticide
TENACI1	Tenacity (CL 3B) 1Gal. (>8 gal.) (Agency)	Gallon	$831.50	Herbicide
TENACI1<	Tenacity (CL 3B) 1Gal. (<8gal.) (Agency)	Gallon	$915.00	Herbicide
TRIMMI1	Trimmit 2 SC (CL 3B) 1 Gal (Agency)	Gallon	$555.00	Herbicide
TRIMMI2	Trimmit 2 SC (CL 3B) (HA) 2.5 Gal (Agency)	Gallon	$508.00	Herbicide
TUQUE-2.5	Tuque exoGEM 2.5 Gal	Gallon	$290.00	Fungicide
VELIST	Velista WDG 22 Oz (HA) NO NY (Agency)	Ounce-L	$13.00	Fungicide
SYNA2Z	Syngenta A2Z Solution Pallet	1 pallet	$8,181.00	Combination
SYNABW	Syngenta ABW Solution	1 pallet	$8,355.00	Insecticide
SYNASS	Syngenta All Season Solution Pallet	1 pallet	$12,283.00	Combination
SYNCSP	Syngenta Classic Solution Pallet limited supply	1 pallet	$5,400.00	Combination
SYNCSP???	Syngenta Classic Solution Pallet w/ Heritage TL	1 pallet	$5,657.00	Combination
SYNCON	Syngenta Contend Winter Solution Pallet	1 pallet	$5,834.00	Fungicide

SYNFRS	Syngenta Fairy Ring Solution Pallet	1 pallet	$9,008.00	Fungicide
SYNFSS	Syngenta Fairway Starter Solution Pallet	1 pallet	$15,588.00	Combination
SYNFOR	Syngenta Forte Solution Pallet	1 pallet	$20,068.00	Combination
SYNGFS	Syngenta Greens Foundation Solution Pallet	1 pallet	$6,992.00	Combination
SYNGPS	Syngenta Greens Protection Solution Pallet	1 pallet	$9,793.00	Combination
SYNSMS	Syngenta Snow Mold Solution-Pallet	1 pallet	$3,734.00	Fungicide
SYNWSH	Syngenta Warm Season Herb. Sol. Pallet	1 pallet	$3,906.00	Herbicide
SYNWPS	Syngenta Winter Protection Sol. Pallet	1 pallet	$5,686.00	Fungicide
SYNXTS	Syngenta XT Solution Pallet	1 pallet	$19,478.00	Combination
Item #	**PBI Products**	**U_of_M**	**OMNIA Price**	**Type**
ARKON-2.5	Arkon Herbicide 2.5 Gal	Gallon	$190.00	Herbicide
ATRIMM	Atrimmec 1 Qt (CL 2) (Q-A)	1 QT	$101.00	Herbicide
ATRIMM2	Atrimmec 1 Gal (CL 2) (Q-A)	Gallon	$387.00	Herbicide
AVENUE	Avenue South (CL 2) 2.5 Gal (Q-A)	Gallon	$87.00	Herbicide
AVENUE-30	Avenue South (CL 2) 30 Gal (Q-A)	Gallon	$85.00	Herbicide
KABUTO	Kabuto SC 1 Gal (Q-A) (HA)	Gallon	$634.00	Fungicide
KATANA5	Katana Herbicide 5 Oz (Q-A)	Ounce	$37.60	Herbicide
PEDIGREE-2.5	Pedigree SC 2.5 Gal (Q-A)	Gallon	$341.00	Fungicide
Q4P2.5	Q4 Plus Turf Herb. 2.5gal.(CL 2) (Not for sale in NY) (Q-A)	Gallon	$133.00	Herbicide
Q4PLUS	Q4 Plus Turf Herb. 2.5gal. (NY Spot treatment) (Q-A)	Gallon	$133.00	Herbicide
Q4PLUS-30	Q4 Plus Turf Herb. 30 Ga (CL 2) (HA) (Q-A)	Gallon	$131.00	Herbicide
SPEEDREW-1	Speedzone RED EW (CL 3B) 1 gal (Q-A)	Gallon	$93.00	Herbicide
SPEEDREW-2.5	Speedzone RED EW (CL 3B) 2.5 gal (Q-A)	Gallon	$91.00	Herbicide
SPEEDREW-30	Speedzone RED EW (CL 3B) 30 gal (Q-A)	Gallon	$88.00	Herbicide
SPEEDZEW-1	Speedzone GRN Southern EW (CL 3B) 1 gal (Q-A)	Gallon	$74.00	Herbicide
SPEEDZEW-2.5	Speedzone GRN Southern EW (CL 3B) 2.5 gal (Q-A)	Gallon	$72.00	Herbicide
SPEEDZEW-30	Speedzone GRN Southern EW (CL 3B) 30 Gal (Q-A)	Gallon	$69.00	Herbicide
SURGE	Surge 2.5 Gal Jug (CL 2) (Q-A)	Gallon	$75.00	Herbicide
SURGE2	SURGE (AMINE) 30 GAL (Q-A)	Gallon	$73.00	Herbicide
TEKKEN-2.5	Tekken (CL 3B) 2.5 gal (HA) (Q-A)	Gallon	$165.00	Fungicide
TZONESE	T Zone SE (HA) 2.5 Gal (Q-A)	Gallon	$80.00	Herbicide
TZONESE-30	T Zone SE (HA) 30 Gal (Q-A)	Gallon	$78.00	Herbicide
UNION-2.5	Union Fungicide SC 2.5 Gal (Q-A) (HA)	Gallon	$281.00	Fungicide

VEXIS-2	Vexis Herbicide Granular 2lb (Q-A)	Pound	$7.50	Herbicide
VEXIS-15	Vexis Herbicide Granular 15lb (Q-A)	Pound	$1.53	Herbicide
ZYLAM2	Zylam 10% (Q-A) Qt (HA)	Quart	$128.00	Insecticide
ZYLAM3	Zylam 10% (Q-A) 1 Gal (HA)	Gallon	$488.00	Insecticide
Item #	**BASF Products**	**U_of_M**	**OMNIA Price**	**Type**
ALUCIO	Alucion 35 WG Insecticide 2.375lb	Pound	$102.86	Insectcide
AVELYO	Avelyo Fungicide 60 Fl Oz	60 Fl Oz	$245.40	Fungicide
EMERAL4	Emerald 10 x 0.49lb	Pound	$242.32	Fungicide
ENCART-2.5	Encartis Fungicide	Gallon	$129.13	Fungicide
FREEHA	FreeHand (NO CA) 50lb	Pound	$1.97	Herbicide
HONOR2	Honor Intrinsic Fung. 3 Lb	Pound	$183.53	Fungicide
HONOR3	Honor Intrinsic Fung. 36 Lb	Pound	$135.20	Fungicide
INSIGN6	Insignia SC Intrinsic 30.50z	Ounce	$17.78	Fungicide
INSIGN5	Insignia SC Intrinsic 2.5gal	Gallon	$1,445.02	Fungicide
LEXICO	Lexicon 21oz	Ounce	$28.79	Fungicide
MAXTIM-2.5	Maxtima 2.5 Gal	Gallon	$901.68	Fungicide
MAXTIM-26	Maxtima 26 Oz	Ounce	$8.73	Fungicide
NAVICO-2.5	Navicon Intrinsic 2.5 Gal	Gallon	$1,399.60	Fungicide
NAVICO-37	Navicon Intrinsic 37 Oz	Ounce	$14.68	Fungicide
ORKEST	Orkestra 0 .125 Gal (16 Oz)	Gallon	$1,204.48	Fungicide
ORKEST-80	Orkestra 0.625 Gal (80 oz)	80 Oz	$680.00	Fungicide
PAGEANA	Pageant Intrinsic 1lb	Pound	$99.76	Fungicide
PAGEANB	Pageant Intrinsic 12lb	Pound	$91.79	Fungicide
PENDU1	Pendulum Aqua Cap 15gal	Gallon	$65.54	Herbicide
PYLEX-4	Pylex 4 Fl Oz	Ounce	$86.00	Herbicide
PYLON2	Pylon Miticide .5gal	Gallon	$3,374.00	Miticide
PYLON-32	Pylon Miticide 32 Fl Oz	Ounce	$22.86	Miticide
SULTAN	Sultan Miticide 0.125 gal	Gallon	$1,348.40	Miticide
TOWER4	Tower Herbicide 2.5gal	Gallon	$394.50	Herbicide
VENTIGRA	Ventrigra Insecticide 20oz	Ounce	$15.04	Insectcide
XZEMPL	Xzemplar 114oz	Ounce	$15.14	Fungicide
XZEMPL1	Xzemplar 11.4oz	Ounce	$17.72	Fungicide

ANY PRODUCT NOT ON THIS PRICE SHEET WILL RECEIVE BEST IN MARKET PRICING BY A HARRELL'S TERRITORY MANAGER

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Bryan K. Barnett
Mayor

City Council

Carol Morlan
District 1

David J. Blair
District 2

Jason Carlock
District 3

Ryan J. Deel
District 4

Theresa Mungioli
At-Large

Marvie Neubauer
At-Large

David Walker
At-Large

CONTRACT AMENDMENT 1

City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: RFP-RH-23-037

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items

1. The scope of work is hereby revised to incorporate the following products and provide an updated price listing to include the added items. The following items have been added to the Controlled-Release Fertilizer section of the price list and the price list is effective upon the date this amendment is executed by both parties.

    - Product Description: 19-1-10 60% Polyon 44 REG
    - Product Description: 21-0-10 w/Ronstar 50% Polyon 43.5 Mini

2. All other provisions of the contract shall remain the same.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

_____
Gregory Nicoll, VP of Turf Sales, East
Harrell's LLC

5105 New Tampa Highway

Lakeland, Florida 33815

The above referenced contract amendment is hereby executed this

6th day of February 2024 at Rochester Hills, Michigan.

Lisa Cummins
_____
City of Rochester Hills
Lisa Cummins, Procurement Manager

ROCHESTER HILLS
MICHIGAN

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Bryan K. Barnett
Mayor

City Council

Carol Morlan
District 1

David J. Blair
District 2

Jason Carlock
District 3

Ryan J. Deel
District 4

Theresa Mungioli
At-Large

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At-Large

David Walker
At-Large

CONTRACT AMENDMENT 2

City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: RFP-RH-23-037

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items

1. The scope of work is hereby revised to incorporate the following products. The following items and product costs have been added to the specified Vendor Placement sections of the price list effective upon the date this amendment is executed by both parties.

Product Description	Vendor Placement
10-2-20 micro	Harrell's Controlled Release Fert
12-4-12 micro	Harrell's Controlled Release Fert
13-4-13 micro	Harrell's Controlled Release Fert
0-0-22 micro	Harrell's Controlled Release Fert
21-0-0 micro	Harrell's Controlled Release Fert
Harrell's Protect MAX Mancozeb	Harrell's Fungicides
Harrell's Amino Iron	BIOPRO Foliars
Arena 50 WDG Insecticide	Nufarm Insecticide
Harrell's ProtectMAX Southside Herbicide	Harrell's Specialty
Anuew	Nufarm PGR
21-0-10 w/..25% Dimension 50% Polyon 43.5 mini	Harrell's Controlled Release Fert

2. All other provisions of the contract shall remain the same.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Gregory Nicoll, VP of Turf Sales, East Harrell's LLC

5105 New Tampa Highway

Lakeland, FL 33815

The above referenced contract amendment is hereby executed this 9th day of September 2024 at Rochester Hills, Michigan.

City of Rochester Hills
Lisa Cummins, Procurement Manager

ROCHESTER HILLS
MICHIGAN

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Bryan K. Barnett
Mayor

City Council

Carol Morlan
District 1

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Jason Carlock
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District 4

Theresa Mungioli
At-Large

Marvie Neubauer
At-Large

David Walker
At-Large

CONTRACT AMENDMENT 3

City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: RFP-RH-23-037

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items

1. Pursuant to RFP-RH-23-037, Special Terms and Conditions, Item 5, Price Adjustment, the following price list is effective upon the date this amendment is executed by both parties.

2. All other provisions of the contract shall remain the same.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Gregory Nicoll, VP of Turf Sales , North

Harrell's LLC

The above referenced contract amendment is hereby executed this 24th day of January 2025 at Rochester Hills, Michigan.

City of Rochester Hills
Lisa Cummins, Procurement Manager

ROCHESTER HILLS
MICHIGAN

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Bryan K. Barnett
Mayor

City Council

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Jason Carlock
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At-Large

Marvie Neubauer
At-Large

David Walker
At-Large

CONTRACT AMENDMENT 4

City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: RFP-RH-23-037

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items

1. Pursuant to RFP-RH-23-037, Special Terms and Conditions, Item 5, Price Adjustment, the following price list is effective upon the date this amendment is executed by both parties.

2. All other provisions of the contract shall remain the same.

Contractor hereby acknowledges receipt of and understanding of the above amendment

Gregory Nicoll, VP of Turf Sales, East
Harrell's LLC

5105 New Tampa HWY

Lakeland, Florida 33815

The above referenced contract amendment is hereby executed this

24th day of JUNE 2025 at Rochester Hills, Michigan.

City of Rochester Hills
~~Lisa Cummins, Procurement Manager~~
KERI BRIGH SR PROCUREMENT ANALYST

ROCHESTER HILLS
MICHIGAN

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Bryan K. Barnett
Mayor

City Council

Carol Morlan
District 1

David J. Blair
District 2

Jason Carlock
District 3

Ryan J. Deel
District 4

Theresa Mungioli
At-Large

Marvie Neubauer
At-Large

David Walker
At-Large

CONTRACT AMENDMENT 5

City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: RFP-RH-23-037

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items

1. The scope of work is hereby revised to incorporate the following products and pursuant to RFP-RH-23-037, Special Terms and Conditions, Item 5, Price Adjustment provide an updated price listing including the added products. The following products have been added to the price list under the PBI Gordon Products section and the price list is effective upon the date this amendment is executed by both parties.

   Product Description:
   - Aethon Herbicide 1 Gal (Q-A)
   - Arkon Herbicide 2.5 gal (CL 3B) (Q-A)
   - Atrimmec 1 Gal (CL 2) (Q-A)
   - Avenue South (CL 2) 2.5 Gal (Q-A)
   - Kabuto SC 1 Gal (Q-A) (HA)
   - Katana Herbicide 5 Oz (Q-A)
   - Pedigree SC 2.5 Gal (Q-A)
   - Q4 Plus Turf Herb 2.5 Gal (CL 2) (Q-A) (Not for sale in NY)
   - Speedzone RED EW (CL 3B) 2.5 Gal (Q-A)
   - Speedzone GRN Southern EW (CL 3B) 2.5 Gal (Q-A)
   - Surge 2.5 Gal Jug (CL 2) (Q-A)
   - Vexis Herbicide Granular 15 LB (Q-A)
   - Vexis Herbicide Granular 2 LB (Q-A)
   - Zylam 10% (Q-A) Qt (HA) (CL 3A)

2. All other provisions of the contract shall remain the same.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Gregory Nicoll, VP of Turf Sales, East Harrell's LLC

The above referenced contract amendment is hereby executed this 14th day of October 2025 at Rochester Hills, Michigan.

City of Rochester Hills
Lisa Cummins, Procurement Manager

Harrell's
Growing a Better World®

OMNIA® PARTNERS

Pricing as of Fall 2025

Item #	Controlled-Release Fertilizer	U_of_M	OMNIA Price	Vendor
200070	0-0-22 K-Mag Sul Po Mag REG 50 Lb	50 lb	$26.90	HARRELL'S
200072	0-0-22 micro	50 lb	$25.00	HARRELL'S
200327	0-0-50 100%PCSOP Micro 50 Lb (R154)	50 lb	$64.00	HARRELL'S
200116	10-2-20 micro	50 lb	$42.50	HARRELL'S
200121	12-4-12 micro	50 lb	$36.64	HARRELL'S
200100	13-4-13 micro	50 lb	$41.81	HARRELL'S
200493	15-0-15 75% Polyon-44 AS SOP .21% Barricade	50 lb	$37.82	HARRELL'S
884546	15-0-15 75% Polyon 44- AS SOP 0.67% Ronstar	50 lb	$48.01	HARRELL'S
200496	19-1-10 60% Polyon 44 REG	50 lb	$24.20	HARRELL'S
200492	20-0-20 70% Polyon-44 AS MOP SOP	50 lb	$32.73	HARRELL'S
200060	21-0-0 Ammonium Sulfate REG 50 Lb	50 lb	$20.60	HARRELL'S
200062	21-0-0 micro	50 lb	$18.65	HARRELL'S
2408-12264	21-0-10 w/ ..25% Dimension 50% Polyon 43.5 mini	50 lb	$43.72	HARRELL'S
200494	21-0-10 w/1% Ronstar 50% Polyon 43.5 Mini	50 lb	$55.70	HARRELL'S
2501-11211	22-0-10 70% PCU 43.5 SOP .125% Dimension MINI	50 lb	$39.54	HARRELL'S
200083	41-0-0 Polyon Mini, 50 Lb (R040)	50 lb	$62.00	HARRELL'S
200092	42-0-0 Polyon REG 50 Lb	50 lb	$46.79	HARRELL'S
883008	43-0-0 100% Polyon Mini 50 Lb	50 lb	$56.25	HARRELL'S
200091	43-0-0 Polyon REG 50 Lb	50 lb	$48.13	HARRELL'S
884179	44-0-0 100%PCU44 REG 50 Lb	50 lb	$36.76	HARRELL'S
887296	5-0-25 Urea SOP 1.2% Ronstar MINI	50 lb	$59.76	HARRELL'S
815011	32-0-5 0.058% Acelepryn, 0.19% Dim 90% PCU 43, SOP REG	50 lb	$78.50	HARRELL'S
Item #	**Plant Health/Fungicide**	**U_of_M**	**OMNIA Price**	**Vendor**
CIVITAPM1-2.5	Civitas Turf Defense Pre-M1xed 2.5 Gal (CL 3B) (FP)	2.5GAL	$120.00	INTELLIGRO
CIVITARM2-5	Civitas Turf Defense Ready 2 Mix 5 Gal (CL 3B) (FP)	5 Gallon	$215.00	INTELLIGRO
Item #	**Adjuvants**	**U_of_M**	**OMNIA Price**	**Vendor**
DOR2.5	Damoil Dormant Spray Oil 2.5gal.	2.5GAL	$59.69	DREXEL
HSMASA	Harrell's Activator+SA 1 Gal	Gallon	$186.70	HOCKING
HSMBUF	Harrell's pH Buffer 1 Gal	Gallon	$54.70	HOCKING
HSMCOC	Harrell's Crop Oil Concentrate 2.5 Gal	2.5GAL	$133.76	HOCKING
HSMDEF2	Harrell's Defoamer 2.0 1 qt.	Quart	$20.06	HOCKING
HSMHER	Harrell's Herbicide Activator 2.5 Gal	2.5GAL	$75.93	HOCKING

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HSMMET	Harrell's Methylated Seed Oil (CL 3B) 2.5 Gal	2.5GAL	$120.65	HOCKING
HSMNPP	Harrell's Nonionic Penetrant Plus 2.5 Gal (CL 3B)	2.5GAL	$110.23	HOCKING
HSMPEN	Harrell's Nonionic Penetrant 2.5 Gal	2.5GAL	$93.55	HOCKING
HSMSPR	Harrell's Nonionic Spreader/Sticker 1 Gal	Gallon	$52.13	HOCKING
NOSTUNT	Seactyl No Stunt 2.64 gallons	2.64 GAL	$462.00	TIMAC
SUNOIL	SunSpray Ultra-Fine Spray Oil 2.5 gal (CL 3B)	2.5GAL	$98.67	HOCKING
Item #	**Amendments**	**U_of_M**	**OMNIA Price**	**Vendor**
880089	C20 Mini-Pellet. 40 Lb Soil Builder for Trees, Shrubs and Turf (FP)	40 Lb	$49.95	PRECI ORGA
300024	DP Calcined Clay Professional 50 Lb (Blue Bag)	50 lb	$16.61	DIAMOND PR
300027-DR	DP Pro Vitrified Infield Conditioner (Dark Red) 50 Lb	50 lb	$20.25	DIAMOND PR
300028-CAM	DP Pro Vitrifield Infield Conditioner (Camden) 50 Lb	50 lb	$20.27	DIAMOND PR
880060BB-N	EarthMax G BB (1 Ton) (R369)	Ton	$626.09	ORGANIC PR
880060	EarthMax G REG 40 Lb (Hort)	40LB	$22.28	ORGANIC PR
100GMAX	G-MAX CEC Soil Amendment 100% 50 Lb	50 lb	$17.80	GOLFAGRON
200001D	Green Kiln Dried Sand 50 Lb	50 lb	$10.76	GOLFAGRON
200317	Greenlight Ca Lime Fairway 50 Lb	50 lb	$24.11	OMYA
200316	Greenlight Ca Lime Prime Micro 50 Lb	50 lb	$25.93	OMYA
200314	Greenlight S Gypsum Fairway 50 Lb	50 lb	$23.57	OMYA
200315	Greenlight S PRIME Gypsum MICRO 50 Lb	50 lb	$19.50	OMYA
300103	Harrell's CalMAX G Micro 50 Lb (R187)	50 lb	$35.42	FERTI
300100	Harrell's CalMAX G REG 50 Lb (R196)	50 lb	$23.59	FERTI
300102	Harrell's CalMAX Micro 50 Lb (R194)	50 lb	$28.65	FERTI
300101	Harrell's CalMAX REG 50 Lb (R192)	50 lb	$18.12	FERTI
1HARDIV-GR	Harrell's Divot/Recovery Mix 50 Lb (GREEN DIVOT)	50 lb	$13.02	GOLFAGRON
1HARDIV-GRBB	Harrell's Divot/Recovery Mix- BB (GREEN)	Ton	$439.55	GOLFAGRON
880062O-2.5	Harrell's EarthMAX Organic 2.5 Gal	2.5GAL	$141.41	HOCKING
880062O-30	Harrell's EarthMAX Organic 30 Gal	30 Gal	$1,683.33	HOCKING
300104	Harrell's K CalMAX 0-0-24 6% Mg Micro 50 Lb (R197)	50 lb	$52.65	FERTI
200018	Micro Calicitic (Hi Cal) Limestone 50 Lb (R111)	50 lb	$15.09	KELLEY
200014-N	Micro Dolomitic Limestone, 50 Lb (R106)	50 lb	$15.37	KELLEY
200016-N	Micro Gypsum, 50 Lb (R103)	50 lb	$17.51	KELLEY
200002G	Profile, (Emerald) Micro 50 Lb	50 lb	$20.09	PROFILE
200002	Profile, Greens Grade 50 Lb	50 lb	$19.68	PROFILE

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SOIENH	Soil Enhancer 2.5 Gal	2.5GAL	$101.26	HOCKING
Item #	**Foliar Nutritionals**	**U_of_M**	**OMNIA Price**	**Vendor**
880098-2.5	Amino Pro V 2.5 Gal Q-A	2.5GAL	$368.20	HOCKING
820447-2.5	Bio-MAX Seaweed A+E 2.5 Gal	2.5GAL	$244.31	HOCKING
822610	Harrell's 12-0-0 6%Fe, 3%Mn (CL 3B) 2.5 Gal w/Umaxx	2.5GAL	$61.54	HOCKING
822611	Harrell's 12-0-0 6%Fe, 3%Mn (CL 3B) 30 Gal w/Umaxx	30 Gal	$672.36	HOCKING
822586	Harrell's 18-3-6 w/UMAXX 2.5 Gal	2.5GAL	$81.30	HOCKING
822587	Harrell's 18-3-6 w/UMAXX 30 Gal	30 Gal	$915.85	HOCKING
822620	Harrell's Amino Iron 30 Lb Bucket No CA	30 Lb	368,20	BIOPRO
820442	Harrell's Bio Max 12-0-6 w/UMAXX 2.5 Gal	2.5GAL	$191.02	HOCKING
820440	Harrell's Bio Max 4-0-0 2.5 Gal	2.5GAL	$205.02	HOCKING
820488-2.5	Harrell's Bio Max 7-0-7 2.5 Gal (No WI)	2.5GAL	$260.87	HOCKING
ROOMAX	Harrell's Bio Max Root Enhancer 2.5 Gal NO CA or PA	2.5GAL	$94.73	HOCKING
880135	Harrell's Bio-MAX Mycorrhizae Pro 1 Qt. (CL3B) (FP)	Quart	$232.97	HOCKING
820443	Harrell's Iron, Mn, & Mg 30 Gal	30 Gal	$672.82	HOCKING
820443A	Harrell's Iron, Mn, & Mg 250 Gal	250GAL	$5,464.72	HOCKING
820443B	Harrell's Iron, Mn, & Mg 2.5 Gal (Q-A)	2.5GAL	$45.67	HOCKING
880150-2.5	Harrell's Max 12-0-12 w/Umaxx 2.5 Gal	2.5GAL	$87.34	HOCKING
200253	Harrell's Max Aluminum Chelate 2.5 Gal	2.5GAL	$51.41	HOCKING
200247	Harrell's Max Cal Plus 2.5 Gal	2.5GAL	$289.42	HOCKING
200247-30	Harrell's Max Cal Plus 30 Gal	30 Gal	$3,440.64	HOCKING
200238	Harrell's Max Calcium 8.25%, 2.5 Gal	2.5GAL	$60.69	HOCKING
200249B	Harrell's Max Long Iron 15-0-0 6%Fe 250 Gal	250GAL	$6,283.20	HOCKING
200249	Harrell's Max Long Iron 2.5 Gal 15-0-0 6%Fe	2.5GAL	$65.59	HOCKING
200249A	Harrell's Max Long Iron 30 Gal 15-0-0 6%Fe	30 Gal	$772.60	HOCKING
200231	Harrell's Max Magnesium 4%, 2.5 Gal	2.5GAL	$556.64	HOCKING
200225	Harrell's Max Manganese 5%, 2.5 Gal	2.5GAL	$53.22	HOCKING
200233A	Harrell's Max Minors 30 Gal	30 Gal	$609.25	HOCKING
200233	Harrell's Max Minors, 2.5 Gal	2.5GAL	$55.36	HOCKING
200295	Harrell's Max Nitrate Plus 2.5 Gal	2.5GAL	$118.39	HOCKING
200295A	Harrell's Max Nitrate Plus 30 Gal	30 Gal	$1,278.28	HOCKING
200236C	Harrell's Max Potass + CA 4-0-8, 250 Gal	250GAL	$4,822.22	HOCKING
200236	Harrell's Max Potassium + CA 4-0-8 2.5 Gal	2.5GAL	$57.84	HOCKING

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820813	Harrell's Max Potassium Silicate 2.5gal.	2.5GAL	$110.22	HOCKING
200245	Harrell's Max Salt Rx 2.5 gal (Not for CA)	2.5GAL	$172.04	HOCKING
200251	Harrell's Max Soil Surge 17-0-0 (H) (C) 2.5 Gal	2.5GAL	$159.11	HOCKING
880151-2.5	Harrell's Max Tall Turf 30-0-0 2.5 Gal	2.5GAL	$55.78	HOCKING
880151-250	Harrell's Max Tall Turf 30-0-0 250 Gal	250GAL	$5,175.00	HOCKING
880151-30	Harrell's Max Tall Turf 30-0-0 30 Gal	30 Gal	$656.62	HOCKING
822160	Harrell's N30+ w/Umaxx & SE 2.5gal	2.5GAL	$87.34	HOCKING
822157	Harrell's N30+ w/Umaxx and SE 30gal.	30 Gal	$1,037.80	HOCKING
200267-2.5	Harrell's Ornamental MAX 8-2-4, 2.5 Gal	2.5GAL	$60.90	HOCKING
820571	Harrell's Phosphorus Plus 2.5 Gal	2.5GAL	$82.96	HOCKING
200232A	Harrell's Stress Relefe, 0-0-25 30 Gal	30 Gal	$1,227.11	HOCKING
200232	Harrell's Stress Relefe, 0-0-25 2.5 Gal	2.5GAL	$103.54	HOCKING
200268	Iron Plus+ 18% Fe 1% Mn 50 Lb	50 lb	$42.76	HOCKING
Item #	**Paint/Pigments/Dye**	**U_of_M**	**OMNIA Price**	**Vendor**
HSMBLA	Harrell's Black Pond Dye WSP 6 x 5.25 oz Each	6x5.25oz	$126.33	HOCKING
HSMBLU	Harrell's Blue Pond Dye 2.5 Gal	2.5GAL	$194.54	HOCKING
HSMBSI	Harrell's Blue Spray Indicator 2.5 Gal	2.5GAL	$135.30	HOCKING
HSMDGP-2.5	Harrell's Dormant Green Plus 2.5 Gal	2.5GAL	$192.90	HOCKING
HSMDGP-30	Harrell's Dormant Green Plus 30 Gal	30 Gal	$2,284.80	HOCKING
HSMGSI	Harrell's Green Spray Indicator 2.5 Gal	2.5GAL	$209.02	HOCKING
HSMGTP	Harrell's Green Turf Paint 2.5 Gal	2.5GAL	$187.56	HOCKING
HSMPARSG	Harrell's Par SG 1 Gal	Gallon	$264.39	HOCKING
HSMSCB	Harrell's Super Concentrate Blue Qt	Quart	$39.92	HOCKING
HSMSCG	Harrell's Super Concentrate Green Qt	Quart	$39.92	HOCKING
KTPHW100	HOLE-IN-WHITE PAINT -Case (HA)	Each	$236.57	HOINWH
Item #	**Specialty**	**U_of_M**	**OMNIA Price**	**Vendor**
COMAND-113-45	Comand 1/8" Topdress Pro 45 lb	45 LB	$14.80	LIFE SOIL
DISTAN1	Distance IGR 1 QT (CL 3A) (HA)	Quart	$387.74	NUFARM
300021	DP Mound/Home Plate Clay 50 Lb	50LB	$17.47	DIAMOND PR
HARCHA	Harrell's Activated Charcoal 2.5gal	2.5 Gal	$77.00	HOCKING
HARROM-18BB	Harrells OM 1/8" - 3 yard bulk bag	3.0 YDS	$242.45	FLO ORG
HSMPIG	Harrell's Pigment Cleaner Plus (HA) (4x1 Gal) Case	Case	245.09	HOCKING
HPMQUI	Harrell's ProtectMAX Quinclorac 64 Fl Oz	64 Oz	$62.18	Harrell's

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Pricing as of Fall 2025

HPMSOU	Harrell's ProtectMAX Southside 8 Oz (FP)	8 OZ	$404.32	Harrell's
HSMTAN	Harrell's Tank Cleaner (HA) 1 Qt	Quart	$20.49	HOCKING
HSMTMF	Harrell's Turf Marking Foam 1 Qt.	Quart	$22.76	HOCKING
NIMITZ	Nimitz Pro G 40 Lb (HA) (FP)	40LB	$408.00	CONTROL
NOTAVO	Notavo Ovicide/Miticide 1 Pint (OHP) (Q-A)	Pint	$341.35	OHP
200751	Plus 5 Field Marking Dust 50 Lb (56 per pallet)	50LB	$12.62	IMERYS
Item #	**Wetting Agents**	**U_of_M**	**OMNIA Price**	**Vendor**
SURFAC-2.5	SurfaceRx 2.5 Gal	2.5GAL	$276.65	HOCKING
FLEET100-2.5	Fleet 100 2.5 Gal	2.5GAL	$251.19	HOCKING
FLEET100-30	Fleet 100 30 Gal	30 Gal	$2,884.00	HOCKING
HARROO	Harrell's Root Max Pellets 16/8 oz	16x8 oz	$254.69	HOCKING
HYDRO9030	Hydro-90 30 Gal	30 Gal	$2,713.35	HOCKING
HYDRO902.5	Hydro-90 2.5 Gal	2.5GAL	$230.66	HOCKING
HYDRO90G	Hydro-90 Granular 50 Lb	50LB	$208.45	HOCKING
HYDROC2.5	Hydro-Cure 2.5 Gal	2.5GAL	$143.06	HOCKING
HYDROC30	Hydro-Cure 30 Gal	30 Gal	$1,638.00	HOCKING
HYDROCG-N	Hydro-Cure Granular 50 Lb	50LB	$237.51	HOCKING
HYDROCPEL	Hydro-Cure Pellets 16/8 oz	16x8 oz	$303.20	HOCKING
HYDROSPEL	Hydro-Cure SuperMax Pellets 4 x 8 Lb Case	4x8 LbCS	$732.73	HOCKING
HYDROINJ2.5	Hydro-Inject 2.5 Gal	2.5GAL	$68.72	HOCKING
HYDCPPEL	HydroMax CP Pellets 16/8 oz	16x8 oz	$360.99	HOCKING
SYMPHOG50	Symphony Moisture Management Granular 50 Lb	50LB	$247.61	HOCKING
SYMPHO	Symphony Moisture Management 2.5 Gal	2.5GAL	$255.28	HOCKING
SYMPHO1	Symphony Moisture Management 30 Gal	30 Gal	$3,039.90	HOCKING
Item #	**Harrell's Fungicides**	**U_of_M**	**OMNIA Price**	**Vendor**
HPMAZO	Harrell's ProtectMAX Azoxy 2SC 1 Gal (HA) (FP)	Gallon	$490.00	HARRELL'S
HPMCLT-2.5	Harrell's ProtectMAX Chlorothalonil 6L T&O 2.5 Gal (HA) (FP)	2.5GAL	$152.78	HARRELL'S
HPMCLT-DF	Harrell's ProtectMAX Chlorothalonil DF 5 Lb (HA) (FP)	5LB	$50.45	HARRELL'S
HPMCYA	Harrell's ProtectMAX Cyazo 39.2 Fl Oz (HA) (CL 3B) (FP)	39.2 Oz	$430.02	HARRELL'S
HPMFLU	Harrell's ProtectMAX Fluazinam 2.5 Gal (HA) (FP)	2.5GAL	$1,425.00	HARRELL'S
HPMFLX	Harrell's ProtectMAX Fluoxastrobin SC 0.5 gallon (HA) (FP)	.5GAL	$1,381.33	HARRELL'S
HPMMAN	Harrell's ProtectMAX Mancozeb 12 Lb (HA)	12LB	$86.28	HARRELL'S
HPMPRO	Harrell's ProtectMAX Propiconazole 2.5 Gal	2.5GAL	$214.72	HARRELL'S

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HPMTEB	Harrell's ProtectMAX Tebuconazole 2.5 Gal (HA) (FP)	2.5GAL	$457.80	HARRELL'S
HPMTPF-2.5	Harrell's ProtectMAX Title Phyte 2.5 Gal Systemic Fungicide	2.5GAL	$234.29	HOCKING
HPMTPF-30	Harrell's ProtectMAX Title Phyte 30 Gal Systemic Fungicide	30 Gal	$2,609.60	HOCKING
HPMTML	Harrell's ProtectMAX T-Methyl 2.5 Gal (H) (FP)	2.5GAL	$286.70	HARRELL'S
Item #	**BASF Products**	**U_of_M**	**OMNIA Price**	**Type**
ALUCIO	Alucion 35 WG Insecticide 2.375lb (Agency) (HA) No NY	2.375LB	$263.63	Insecticide
AVELYO	Avelyo Fungicide 60 Fl Oz (Agency) (HA) No NY	60 Fl Oz	$267.60	Fungicide
EMERAL4	Emerald 0.49 lb Bag (Agency)	.49LB	$123.97	Fungicide
ENCART-2.5	Encartis Fungicide 2.5gal (Agency)	2.5GAL	$340.00	Fungicide
FREEHA	FreeHand 1.75 G 50 Lb (Agency) (HA) NO CA or NY	50LB	$104.50	Herbicide
HONOR3	Honor Intrinsic Fung. 36 Lb (Agency)	36 LB	$5,112.00	Fungicide
HONOR2	Honor Intrinsic Fung. 3LB (Agency)	3LB	$588.00	Fungicide
INSIGN5	Insignia SC (T) (HA) 2.5gal (Agency)	2.5GAL	$3,761.25	Fungicide
INSIGN6	Insignia SC Intrinsic 30.5 oz (Agency)	30.5 OZ	$575.84	Fungicide
LEXICO	Lexicon 21 OZ (HA) (Agency) NO Long Island	21 Oz	$630.00	Fungicide
MAXTIM-2.5	Maxtima Fungicide 2.5 Ga (Agency) (HA)	2.5GAL	$2,357.50	Fungicide
MAXTIM-26	Maxtima Fungicide 26 Oz (Agency) (HA)	26 Oz	$239.20	Fungicide
NAVICO-2.5	Navicon Intrinsic Fungicide 2.5 Gal (Agency) (HA)	2.5GAL	$3,660.00	Fungicide
NAVICO-37	Navicon Intrinsic Fungicide 37 Oz (Agency) (HA)	37 Oz	$577.20	Fungicide
ORKEST	Orkestra 0 .125 Gal (16 Oz) (HA) (Agency) Limted Qty	0.125 Ga	$154.08	Fungicide
PAGEANA	Pageant Intrinsic (Agency) 1 Lb	Pound	$103.50	Fungicide
PAGEANB	Pageant Intrinsic 12 Lb (Agency)	12LB	$1,144.80	Fungicide
PENDUL1	Pendulum AquaCap (CL 3B) 2.5 Gal	2.5GAL	$163.06	Herbicide
PYLEX-4	Pylex 4 Fl Oz (Agency)	4 Fl Oz	$388.00	Herbicide
PYLON-32	Pylon Miticide 32 Fl Oz Agency	32 Fl Oz	$745.28	Insecticide
SULTAN	Sultan 0.125 Gal (16 oz) (Agency)	0.125 Ga	$166.50	Insecticide
TOWER4	Tower Herbicide 2.5gallon (Agency) (HA)	2.5GAL	$1,050.00	Herbicide
VENTIGRA	Ventigra 20oz (Agency) (HA) (CL3B)	20 Fl Oz	$306.00	Insecticide
XZEMPL1	Xzemplar 11.4 Oz SMALL(HA) (Agency) No Long Island	11.4 OZ	$215.46	Fungicide
XZEMPL	Xzemplar 114Oz Big (HA) (Agency) NO Long Island	114 Oz	$1,801.20	Fungicide
Item #	**ENVU Products**	**U_of_M**	**OMNIA Price**	**Type**
ACCLAI	Acclaim Extra 1 Gal (HA) (CL 3B)	Gallon	$933.05	Herbicide
ALTUS-64	Altus 64 Oz (0.5 Gal) ENVU 1-15 bottles (Agency) (HA) (CL3B)	64 Oz	$437.20	Insecticide

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ALTUS-64-16	Altus 64 Oz (0.5 Gal) ENVU 16-31 bottles (Agency) (HA) (CL3B)	64 Oz	$415.36	Insecticide
ALTUS-64>32	Altus 64 Oz (0.5 Gal) ENVU +32 bottles (Agency) (HA) (CL3B)	64 Oz	$393.60	Insecticide
BANOLF-2.5	Banol Fungicide 2.5gal (ENVU) (Agency) (CL 3B)	2.5GAL	$1,267.00	Fungicide
BROADF-12	Broadform 12 Fl Oz (Agency) ENVU (HA) (CL 3B) No CA	12 Fl Oz	$250.00	Fungicide
BROADF-12	Broadform 12 Fl Oz (Agency) ENVU (HA) (CL 3B) No CA	12 Fl Oz	$237.48	Fungicide
CASTLO-1	Castlon 1 Gal (Agency) (CL 3B) (HA)	Gallon	$2,610.79	Fungicide
CASTLO-16	Castlon 16 Fl Oz (Agency) (CL 3B) (HA)	16 Oz	$428.00	Fungicide
CELSIU-10	Celsius WG 10 OZ (Agency)	10 OZ	$124.64	Herbicide
CELXTR-10	Celsius XTRA 10 OZ (HA) ENVU (Agency)	10 OZ	$158.08	Herbicide
CHIPSIG-11	Chipco Signature 11 Lb (Agency) ENVU	11 LB	$404.80	Fungicide
DENSIC51	Densicor Fungicide 51 Oz (Agency) (ENVU) (CL 3B) (HA)	51 Fl Oz	$667.66	Fungicide
DISMISSNXT-10	Dismiss NXT 10 Oz (Agency) (HA) (CL 3A)NO NY	10 Fl Oz	$94.80	Herbicide
DISMISSNXT-60	Dismiss NXT 60 Fl Oz (Agency) (HA) (CL 3A)) NO NY	60 Fl Oz	$479.56	Herbicide
DURENT-0.5	Durentis Insecticide 0.5 gallon (Agency) (CL 3B) HA	.5GAL	$2,126.34	Insecticide
DURENT-16	Durentis Insecticide 16oz (Agency) (CL 3B) HA	16 Oz	$567.04	Insecticide
ECHELO	Echelon 4 SC (CL 2) 1 Gal (Agency)	Gallon	$431.30	Herbicide
EXTERI-2.5	Exteris Stressgard 2.5 Gal (3B) (Agency) (ENVU) (HA)	2.5GAL	$370.00	Fungicide
FAME1	Fame SC 16oz. (1Pint) (HA) (Agency)	16 OZ	$406.60	Fungicide
FIATA	Fiata Stressgard 2.5 Gal (Agency)	2.5GAL	$192.00	Fungicide
INDEMN-17.1	Indemnify 17.1 Oz ENVU (Agency) (HA)	17.1FLOZ	$1,865.42	Fungicide
INTERF	Interface StressGard 2.5Gal (Agency)	2.5GAL	$544.35	Fungicide
KALIDA	Kalida Fungicide 0.5 Gal (Agency) (CL 3B) (HA)	64 OZ	$866.40	Fungicide
KONTOS-1	Kontos Insecticide/Miticide 1 Qt 1-3 bottles (Agency)	Quart	$744.00	Insecticide
KONTOS250	Kontos Insecticide/Miticide 250 ML (CL 3B) (Agency) (HA)	250ml	$224.00	Insecticide
MARENG-50	Marengo G 50 Lb 1-39 bags ENVU (Agency)	50LB	$126.50	Herbicide
MARENG-50-40	Marengo G 50 Lb 40-119 bags ENVU (Agency)	50LB	$120.00	Herbicide
MARENG-50>120	Marengo G 50 Lb 120+ bags ENVU (Agency)	50LB	$114.00	Herbicide
MARENG-64	Marengo Herbicide 64 Oz (0.5 Gal) ENVU 1-3 bottles (Agency) (HA)	64 Oz	$1,156.80	Herbicide
MARENG-64	Marengo Herbicide 64 Oz (0.5 Gal) ENVU 4-15 bottles (Agency) (HA)	64 Oz	$1,098.88	Herbicide
MARENG-64	Marengo Herbicide 64 Oz (0.5 Gal) ENVU 16+ bottles (Agency) (HA)	64 Oz	$1,041.28	Herbicide
MIRAGE	Mirage StressGard 2.5 Gal (CL 3B) (HA) Agency	2.5GAL	$493.00	Fungicide
POWERP-2.5	Power Premix 2.5 gal (Q-A)	2.5GAL	$227.25	Herbicide
QUISTR-2.5	Quick Strike 2.5gal. (Q-A)	2.5GAL	$191.95	Herbicide

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RAYORA	Rayora Fungicide 2.5 gal (Agency) (CL 3B) (C) (HA) No NY	2.5GAL	$631.40	Fungicide
RESILI	Resilia 2.72 Gallons (CL 3B) (Agency)	2.72GAL	$946.56	Fungicide
REVOLV	Revolver 87 OZ (CL 2) (HA) (Agency)	87 OZ	$727.32	Herbicide
RONSTA-2.5	Ronstar Flo 2.5 Gal (R) (CL 3B) (ENVU) 1-11 bottles (Agency)	2.5GAL	$552.00	Herbicide
SAVATE-8	Savate 8 Oz ENVU 1-11 bottles (Agency) (HA)	8 Oz	$384.80	Insecticide
SAVATE-8-12	Savate 8 Oz ENVU 12-29 bottles (Agency) (HA)	8 Oz	$365.60	Insecticide
SAVATE-8>30	Savate 8 Oz ENVU 30+ bottles (Agency) (HA)	8 Oz	$346.32	Insecticide
SCION1	Scion Insecticide w/UVX 1 Qt. (CL3B)(HA) (Agency)	Quart	$156.60	Insecticide
SERATA	Serata Fungicide 35 Oz WDG (Agency) (HA)	35 Oz	$474.81	Fungicide
SIGXTR-5.5	Signature XTRA Stressgard 5.5 lb ENVU (Agency)	5.5LB	$199.88	Fungicide
SOLITA-2.5	Solitare WSL 2.5 Gal. (Agency) (CL3B) (HA)	2.5GAL	$249.27	Herbicide
SPECTI-1	Specticle Flo 1 Gal 1-6 gallons (Agency) (ENVU) (No Long Island) (HA)	Gallon	$1,946.30	Herbicide
SPECTI-1-7	Specticle Flo 1 Gal 7-13 gallons (Agency) (ENVU) (No Long Island) (HA)	Gallon	$1,862.59	Herbicide
SPECTI-1-14	Specticle Flo 1 Gal (HA) (Agency) 14-25 Gallons ENVU (No Long Island)	Gallon	$1,625.74	Herbicide
SPECTI-1>26	Specticle Flo 1 Gal (HA) (Agency) 26+ Gallons ENVU (No Long Island)	Gallon	$1,455.08	Herbicide
SPECTI-18	Specticle Flo 18oz unit (HA) (Agency) (ENVU) No Long Island (HA)	18 OZ	$318.80	Herbicide
SPECTIG1	Specticle G VRG 50 Lb (Agency) (New Label) No Long Island	50LB	$123.98	Herbicide
TARTAN-2.5	Tartan Stressgard (CL 3B) 2.5 Gal (Agency) (Envu)	2.5GAL	$981.35	Fungicide
TETRIN-1	Tetrino Insecticide 1 Gal (CL3B) (HA) (Agency) NO NY	Gallon	$528.00	Insecticide
TRIBUTE	Tribute Total WDG 6 oz (HA) (Agency)	6 OZ	$405.08	Herbicide
TRIPTO	Triple Crown T & O Gal (T) (Agency)	Gallon	$330.79	Insecticide
XONERA-12	Xonerate 2SC (Agency) 12 Fl oz (HA)	12 Oz	$464.93	Herbicide
Item #	**Nufarm Products**	**U_of_M**	**OMNIA Price**	**Type**
2636FUN	26/36 Fungicide 2.5 Gal (Q-A) (H)	2.5GAL	$341.50	Fungicide
ADORN	Adorn 1 Qt. (Q-A)	Quart	$420.95	Fungicide
AFFIRM	Affirm WDG 2.4lb bag (Q-A)	2.4LB	$273.84	Fungicide
ALOFT4	Aloft LC Granular 30 Lb (Q-A) (HA)	30LB	$70.50	Insecticide
ANUEWEZ-0.5	Anuew EZ PGR 0.5 Gal (64 oz) (Q-A)	.5GAL	$178.20	Growth Regulator
ANUEWEZ-2.5	Anuew EZ PGR 2.5 Gal (Q-A)	2.5GAL	$760.25	Growth Regulator
ARENA3	Arena .25 % Granular 30 lb bag (Q-A)	30LB	$70.50	Insecticide
ARENA	Arena 50 WDG 2.5 Lb (40 oz) (HA) (Q-A)	2.5 LB	$709.25	Insecticide
BROADS	Broadstar Herb 50 Lb (Q-A)	50LB	$130.00	Herbicide
CELERO	Celero Turf 1 Lb (Q-A)	Pound	$212.20	Herbicide

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CHANGE	Change Up (CL 3B) 2.5 Gal (Q-A)	2.5GAL	$263.75	Herbicide
CHANGE-30	Change Up (CL 3B) 30 Gal (Q-A)	30 GAL	$3,148.50	Herbicide
3336EG	Cleary 3336 EG 5 Lb. (HA) (Q-A)	5LB	$70.50	Fungicide
COOPOW	Cool Power 2.5 Gal (Q-A)	2.5GAL	$220.00	Herbicide
HORSEP2	Horsepower 2.5 Gal (Q-A)	2.5GAL	$230.75	Herbicide
SAFARI	Safari 20 SG 3 Lb (HA) (Q-A)	3LB	$409.05	Insecticide
SOUTHP-8	Southpaw Herbicide 8 oz (Q-A) HA	8 OZ	$96.88	Herbicide
SOUTHP-16	Southpaw Herbicide 16 oz (Q-A) HA	16 OZ	$164.80	Herbicide
SOUTHP-5	Southpaw Herbicide 5 lb (Q-A) HA	5LB	$824.00	Herbicide
SUREEZ-1	Sureguard EZ 1 Pt (Q-A) (CL 3B) (HA) Not for AK	Pint	$82.40	Herbicide
SUREEZ-0.5	Sureguard EZ 64 Oz (0.5 Gal) (Q-A) (HA) (CL 3B) Not For AK & HI	64 Oz	$281.20	Herbicide
SUREXT	Sureguard XTRA 1 gal (Q-A)	Gallon	$882.70	Herbicide
TETRASAN	Tetrasan 5 WDG, 8 x 2 Oz Bag (Q-A)	8 x 2 OZ	$129.76	Pesticide
TOURNE-1	Tourney EZ Fungicide 1 Gal (Q-A)	Gallon	$885.60	Fungicide
TRISTA3	TriStar 8.5 SL 1 Gal (Q-A)	Gallon	$585.20	Insecticide
VELOCI-1	Velocity Poa Mgmt Herbicide 1 Pint (Q-A) (HA)	Pint	$549.50	Herbicide
Item #	**Syngenta Products**	**U_of_M**	**OMNIA Price**	**Type**
ACELE3	Acelepryn 0.5 Gal (HA) (Agency) 1-7 bottles	.5GAL	$879.00	Insecticide
ACELE3-8	Acelepryn 0.5 Gal (HA) (Agency) 8-19 bottles	.5GAL	$791.00	Insecticide
ACELE3>20	Acelepryn 0.5 Gal (HA) (Agency) +20 bottles	.5GAL	$625.00	Insecticide
ACEXTR-2.5	Acelepryn XTRA 2.5 Gal <10 Gallons (Agency) (HA)	2.5GAL	$1,717.50	Insecticide
ACEXTR-2.5>	Acelepryn XTRA 2.5 Gal <10 Gallons (Agency) (HA)	2.5GAL	$1,545.00	Insecticide
ACEXTR-30	Acelepryn XTRA 30 Oz <40 bottles (Agency) (HA)	30 Oz	$144.60	Insecticide
ACEXTR-30>	Acelepryn XTRA 30 Oz >40 bottles (Agency) (HA)	30 Oz	$129.60	Insecticide
APPEAR2	Appear 2 Fungicide 2 Gal (Agency)	2 GAL	$438.00	Fungicide
ASCRNTY	Ascernity Fungicide 1 Gal (CL3B) (HA) (Agency)	Gallon	$507.00	Fungicide
ASCRNTY-10	Ascernity Fungicide 10 Gal Link Pak (CL3B) (HA) (Agency)	10 Gal	$4,890.00	Fungicide
AVID1	Avid .15 EC (CL 3A) Gal (H) =>12 Gal (Agency)	Gallon	$439.50	Insecticide
BANMAX2	Banner MAXX II (CL 3B) Gal (Agency)	Gallon	$260.00	Fungicide
BANMAX2LP	Banner MAXX II (CL 3B) 10 Gal (Agency)	10 Gal	$2,500.00	Fungicide
BARR4L	Barricade 4 FL (CL 3B) (HA) - 10 Gal (Agency) >=20 gls	10 Gal	$1,455.00	Herbicide
BARR4L1	Barricade 4FL (CL 3B) 1 Gal >=20 Gallons (Agency)	Gallon	$159.75	Herbicide
BARR4L1<	Barricade 4FL (CL 3B) 1 Gal <20 Gallons (Agency)	Gallon	$168.25	Herbicide

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BARR4L<	Barricade 4 FL (CL 3B) (HA) - 10 Gal (Agency) <20 gls	10 Gal	$1,607.50	Herbicide
BARR4LF	Barricade 4 FL 30 Gal (Agency) (CL 3B)	30 Gal	$3,862.50	Herbicide
BARR5	Barricade 65WG 5LB >=320lb (Agency)	5LB	$107.50	Herbicide
BARR5<	Barricade 65WG 5LB <320LB (Agency)	5LB	$123.75	Herbicide
BONZI2	Bonzi 2.5 Gal (Agency) (CL 3B)	2.5GAL	$392.50	Growth Regulator
BRISKW	Briskway 1 Gal (CL 3B) (HA) (Agency)	Gallon	$1,486.00	Fungicide
COMPEN	Compendium 1 Gallon <60 gallons (Agency) (HA)	Gallon	$288.75	Fungicide
CONCER<	Concert II 2.5 Gal <75gal (CL 3B) (Agency)	2.5GAL	$270.00	Fungicide
DACAAP	Daconil Action+Appear 2 MP (CL 3B) (Agency)	case	$508.00	Fungicide
DACABM	Daconil Action+BannerMAXX II (CL 3B) MP(Agency)	case	$473.00	Fungicide
DACAHAM	Daconil Act+Heritage Act MP (CL 3B) (Agency)	case	$892.00	Fungicide
DACACT	Daconil Action (CL 3B) 2.5 Gal (Agency)	2.5GAL	$265.00	Fungicide
DACULT1	Daconil Ultrex, 5 Lb Bag (Agency) (HA) Limited Qty	5LB	$85.00	Fungicide
DACWEA-2.5	Daconil Weather Stik 2.5 Gal (Agency) (CL 3B)	2.5GAL	$210.00	Fungicide
DACOZN-2.5	Daconil ZN, 2.5 gal (Agency) (HA)	2.5GAL	$217.50	Fungicide
DEMARM	Demand + Archer MP (Agency) (HA) (CL 3A)	case	$401.75	Insecticide
DIVANE	Divanem 0.5 Gal (R) (T) (HA) <4gal (Agency)	.5GAL	$1,931.00	Insecticide
DIVANE>	Divanem 0.5 Gal (R) (T) (HA) =>4gal (Agency)	.5GAL	$1,649.00	Insecticide
DIVHER-MP	Divanem + Heritage Action MP(R) (T) (HA) (Agency)	case	$3,475.00	Insecticide
FERENC	Ference 96 OZ (T) (Agency) 1-3 Bottles Long Island appvd Til 2024	96 Oz	$1,309.44	Insecticide
FERENC>	Ference 96 OZ (T) (Agency) 4+Bottles Long Island appvd Til 2024	96 Oz	$1,085.76	Insecticide
FLAGSH1	Flagship WG 2 Lb Jug (Agency)	2LB	$448.00	Insecticide
HEADWA1	Headway 10 Gal (CL 3A) (Agency)	10 Gal	$5,180.00	Fungicide
HEAWAY	Headway Fung. (CL 3A) Gal (Agency)	Gallon	$547.00	Fungicide
HERACT1	Heritage Action 1 Lb (Agency) (HA)	Pound	$386.00	Fungicide
HERAVMP	Heritage Action + VelistaMP (Agency)(HA)	case	$1,844.00	Fungicide
HERITA1	Heritage Fungicide 1 Lb (Agency) (HA)	Pound	$374.00	Fungicide
HERITA2	Heritage 6 Lb (Agency)	6LB	$2,244.00	Fungicide
HERITA3	Heritage TL (CL 3A) 10 Gal (Agency)	10 Gal	$6,030.00	Fungicide
HERITA4	Heritage TL (CL 3A) Gal (Agency)	Gallon	$614.00	Fungicide
INSTRA<	Instrata (C) < 25 Gls 2.5 Gal (Agency)	2.5GAL	$480.00	Fungicide
MAINGNL	Mainspring GNL 1 Pint (CL 3B) >8 Pints (Agency)	Pint	$297.50	Insecticide
MAINGNL<	Mainspring GNL 1 Pint (CL 1C) < 8 Pints (Agency)	Pint	$359.75	Insecticide

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MANSCR-MP	Manuscript MP Case (CL 3B) (CL 3A) (HA) (Agency)	case	$1,019.00	Herbicide
MEDAL1	Medallion WDG =>128oz 8oz. (Agency) Orn. Only	8 OZ	$162.00	Fungicide
MEDAL1<	Medallion WDG <128oz 8oz. (Agency) Orn. Only	8 OZ	$180.00	Fungicide
MEDAL2	Medallion SC 1 Gal (Agency)	Gallon	$699.00	Fungicide
MERIDI3	Meridian 25 WG Pak 102oz=Each (HA) (Agency) NO NY	102oz	$591.60	Insecticide
MICORA	Micora 1 qt. (Agency) (CL 3B)	Quart	$323.50	Fungicide
MONUME	Monument 75WG 1.06oz 1-7 bottles (Agency)	1.06 Oz	$367.00	Fungicide
MONUME>	Monument 75WG 1.06oz 8+ bottles (Agency)	1.06 Oz	$331.00	Herbicide
MURAL	Mural 1 Lb (Agency)	Pound	$225.00	Fungicide
PALLAD	Palladium 2lb (Agency)	2LB	$356.00	Fungicide
POSASC	Posterity XT + Ascernity MP (Agency)	case	$1,032.00	Fungicide
POSFOR-1	Posterity Forte 1 Gal (Agency) (HA) (CL 3B)	Gallon	$852.00	Fungicide
POSTER-105	Posterity 105 Fl Oz (Agency) (HA) (CL 3B)	105 Floz	$1,738.00	Fungicide
POSTER-42	Posterity 42 Fl Oz (Agency) (CL 3B) (HA)	42 Floz	$1,007.00	Fungicide
POSTIV-28	Postiva Fungicide 28 Fl Oz (Agency)	28 Fl Oz	$103.60	Fungicide
PRIMO3	Primo LP, (CL 3A) 10 Gal (Agency)	10 Gal	$3,020.00	Growth Regulator
PRIMAX	Primo MAXX (CL 3A) (HA) Gal (Agency)	Gallon	$320.00	Growth Regulator
PRITRIM	Primo Maxx+Trimmit MP(CL 3A)(CL 3B) (Agency)	case	$749.00	Growth Regulator
PROVAU-72	Provaunt WDG 72 Oz (Agency) No CA HA	72 OZ	$468.00	Insecticide
RECOGN	Recognition Herbicide 1.95 Fl Oz (Agency) (HA)	1.95 Oz	$177.45	Herbicide
RENOWN	Renown Fung 2.5gal (Agency)	2.5GAL	$762.50	Fungicide
REWAR2	Reward 2.5gallon (H) (Agency) (C)	2.5GAL	$242.50	Herbicide
SECACT-0.5	Secure Action 0.5 Gal Agency (HA) No CA	.5GAL	$418.50	Fungicide
SECACT-2.5	Secure Action 2.5 Gal Agency (HA) No CA	2.5GAL	$1,777.50	Fungicide
SUBDUE1	Subdue Maxx LP, 10 Gal (Agency)	10 Gal	$6,030.00	Fungicide
SUBMAX	Subdue Maxx 1gal (Agency) (CL 3B)	Gallon	$623.00	Fungicide
TENACI1	Tenacity (CL 3B) 1Gal. (>8 gal.) (Agency)	Gallon	$848.00	Herbicide
TENACI1<	Tenacity (CL 3B) 1Gal. (<8gal.) (Agency)	Gallon	$933.75	Herbicide
TRIMMI1	Trimmit 2 SC (CL 3B) 1 Gal (Agency)	Gallon	$561.00	Growth Regulator
TRIMMI2	Trimmit 2 SC (CL 3B) (HA) 2.5 Gal (Agency)	2.5GAL	$1,282.50	Growth Regulator
VELIST	Velista WDG 22 Oz (HA) NO NY (Agency)	22 Oz-L	$297.00	Fungicide
Item #	**PBI GORDON Products**	**U_of_M**	**OMNIA Price**	**Type**
AETHON-1	Aethon Herbicide 1 Gal (Q-A)	Gallon	$311.55	Herbicide

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ARKON-2.5	Arkon Herbicide 2.5 gal (CL 3B) (Q-A)	2.5GAL	$530.00	Herbicide
ATRIMM2	Atrimmec 1 Gal (CL 2) (Q-A)	Gallon	$419.50	Growth Regulator
AVENUE	Avenue South (CL 2) 2.5 Gal (Q-A)	2.5GAL	$237.50	Herbicide
KABUTO	Kabuto SC 1 Gal (Q-A) (HA)	Gallon	$680.00	Fungicide
KATANA5	Katana Herbicide 5 Oz (Q-A)	5 OZ	$227.50	Herbicide
PEDIGREE-2.5	Pedigree SC 2.5 Gal (Q-A)	2.5GAL	$922.50	Fungicide
Q4P2.5	Q4 Plus Turf Herb 2.5gal (CL 2) (Q-A) (Not for sale in NY)	2.5GAL	$367.50	Herbicide
SPEEDREW-2.5	Speedzone RED EW (CL 3B) 2.5 gal (Q-A)	2.5GAL	$237.50	Herbicide
SPEEDZEW-2.5	Speedzone GRN Southern EW (CL 3B) 2.5 gal (Q-A)	2.5GAL	$192.50	Herbicide
SURGE	Surge 2.5 Gal Jug (CL 2) (Q-A)	2.5GAL	$185.00	Herbicide
VEXIS-15	Vexis Herbicide Granular 15lb (Q-A)	15 LB	$28.05	Herbicide
VEXIS-2	Vexis Herbicide Granular 2lb (Q-A)	2 LB	$17.00	Herbicide
ZYLAM2	Zylam 10% (Q-A) Qt (HA) (CL 3A)	Quart	$141.00	Insecticide

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Bryan K. Barnett
Mayor

City Council

Theresa Mungioli
At-Large

Marvie Neubauer
At-Large

Mark Skelcy
At-Large

Diana Mannino
District 1

David J. Blair
District 2

Jason Carlock
District 3

Bradley Limberg
District 4

CONTRACT AMENDMENT 6

City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Re: RFP-RH-23-037

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items

1. Pursuant to RFP-RH-23-037, Special Terms and Conditions, Item 5, Price Adjustment, the following price list is effective upon the date this amendment is executed by both parties.

2. All other provisions of the contract shall remain the same.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Gregory Nicoll, VP of Turf Sales, East
Harrell's LLC

The above referenced contract amendment is hereby executed this 5 th day of March 2026 at Rochester Hills, Michigan.

City of Rochester Hills
Lisa Cummins, Procurement Manager

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Item #	Controlled-Release Fertilizer	U_of_M	OMNIA Price	Vendor
200070	0-0-22 K-Mag Sul Po Mag REG 50 Lb	50 lb	$26.90	HARRELL'S
200072	0-0-22 micro	50 lb	$25.00	HARRELL'S
200327	0-0-50 100%PCSOP Micro 50 Lb (R154)	50 lb	$79.00	HARRELL'S
883322	0-0-15 .125 StayGuard MINI	50 lb	$34.42	HARRELL'S
200116	10-2-20 micro	50 lb	$42.50	HARRELL'S
200121	12-4-12 micro	50 lb	$37.58	HARRELL'S
200100	13-4-13 micro	50 lb	$42.10	HARRELL'S
200493	15-0-15 75% Polyon-44 AS SOP .21% Barricade	50 lb	$37.82	HARRELL'S
884546	15-0-15 75% Polyon 44- AS SOP 0.67% Ronstar	50 lb	$51.42	HARRELL'S
300617	18-3-16 50% MU, PCSOP, SOP MICRO	50 lb	$57.45	HARRELL'S
200496	19-1-10 60% Polyon 44 REG	50 lb	$25.05	HARRELL'S
200492	20-0-20 70% Polyon-44 AS MOP SOP	50 lb	$35.98	HARRELL'S
200060	21-0-0 Ammonium Sulfate REG 50 Lb	50 lb	$23.90	HARRELL'S
200062	21-0-0 micro	50 lb	$19.90	HARRELL'S
2602-12588	21-0-10 w/ ..25% Dimension 50% Polyon 43.5 mini	50 lb	$47.95	HARRELL'S
200494	21-0-10 w/1% Ronstar 50% Polyon 43.5 Mini	50 lb	$59.24	HARRELL'S
2501-11211	22-0-10 70% PCU 43.5 SOP .125% Dimension MINI	50 lb	$42.47	HARRELL'S
884505	22-0-12 .125% StayGuard REG	50 lb	$41.60	HARRELL'S
884214	28-3-10 50% Polyon 3% Fe REG	50 lb	$32.75	HARRELL'S
815011	32-0-5 0.058% Acelepryn, 0.19% Dim 90% PCU 43, SOP REG	50 lb	$72.50	HARRELL'S
200083	41-0-0 Polyon Mini, 50 Lb (R040)	50 lb	$71.01	HARRELL'S
200092	42-0-0 Polyon REG 50 Lb	50 lb	$53.82	HARRELL'S
883008	43-0-0 100% Polyon Mini 50 Lb	50 lb	$60.15	HARRELL'S
200091	43-0-0 Polyon REG 50 Lb	50 lb	$51.84	HARRELL'S
884179	44-0-0 100%PCU44 REG 50 Lb	50 lb	$38.30	HARRELL'S
Item #	**Plant Health/Fungicide**	**U_of_M**	**OMNIA Price**	**Vendor**
CIVITAPM1-2.5	Civitas Turf Defense Pre-Mixed 2.5 Gal (CL 3B) (FP)	2.5GAL	$120.00	INTELLIGRO
CIVITARM2-5	Civitas Turf Defense Ready 2 Mix 5 Gal (CL 3B) (FP)	5 Gallon	$215.00	INTELLIGRO
Item #	**Adjuvants**	**U_of_M**	**OMNIA Price**	**Vendor**
HSMLAV	Harrell's Lavender Scent 1 Gal (CL 3A)	Gallon	$263.00	HOCKING
DOR2.5	Damoil Dormant Spray Oil 2.5gal.	2.5GAL	$59.69	DREXEL
HSMASA	Harrell's Activator+SA 1 Gal	Gallon	$186.70	HOCKING

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HSMBUF	Harrell's pH Buffer 1 Gal	Gallon	$54.70	HOCKING
HSMCOC	Harrell's Crop Oil Concentrate 2.5 Gal	2.5GAL	$133.76	HOCKING
HSMDEF2	Harrell's Defoamer 2.0 1 qt.	Quart	$20.06	HOCKING
HSMHER	Harrell's Herbicide Activator 2.5 Gal	2.5GAL	$75.93	HOCKING
HSMMET	Harrell's Methylated Seed Oil (CL 3B) 2.5 Gal	2.5GAL	$120.65	HOCKING
HSMNPP	Harrell's Nonionic Penetrant Plus 2.5 Gal (CL 3B)	2.5GAL	$110.23	HOCKING
HSMPEN	Harrell's Nonionic Penetrant 2.5 Gal	2.5GAL	$93.55	HOCKING
HSMSPR	Harrell's Nonionic Spreader/Sticker 1 Gal	Gallon	$52.13	HOCKING
NOSTUNT	Seactyl No Stunt 2.64 gallons	2.64 GAL	$462.00	TIMAC
SUNOIL	SunSpray Ultra-Fine Spray Oil 2.5 gal (CL 3B)	2.5GAL	$98.67	HOCKING
Item #	**Amendments**	**U_of_M**	**OMNIA Price**	**Vendor**
880089	C20 Mini-Pellet. 40 Lb Soil Builder for Trees, Shrubs and Turf (FP)	40 Lb	$49.95	PRECI ORGA
300024	DP Calcined Clay Professional 50 Lb (Blue Bag)	50 lb	$16.61	DIAMOND PR
300027-DR	DP Pro Vitrified Infield Conditioner (Dark Red) 50 Lb	50 lb	$20.25	DIAMOND PR
300028-CAM	DP Pro Vitrifield Infield Conditioner (Camden) 50 Lb	50 lb	$20.27	DIAMOND PR
880060BB-N	EarthMax G BB (1 Ton) (R369)	Ton	$723.44	ORGANIC PR
880060	EarthMax G REG 40 Lb (Hort)	40LB	$22.40	ORGANIC PR
100GMAX	G-MAX CEC Soil Amendment 100% 50 Lb	50 lb	$17.80	GOLFAGRON
200001D	Green Kiln Dried Sand 50 Lb	50 lb	$11.57	GOLFAGRON
200317	Greenlight Ca Lime Fairway 50 Lb	50 lb	$24.11	OMYA
200316	Greenlight Ca Lime Prime Micro 50 Lb	50 lb	$22.50	OMYA
200314	Greenlight S Gypsum Fairway 50 Lb	50 lb	$23.57	OMYA
200315	Greenlight S PRIME Gypsum MICRO 50 Lb	50 lb	$23.04	OMYA
300103	Harrell's CalMAX G Micro 50 Lb (R187)	50 lb	$35.42	FERTI
300100	Harrell's CalMAX G REG 50 Lb (R196)	50 lb	$23.61	FERTI
300102	Harrell's CalMAX Micro 50 Lb (R194)	50 lb	$29.07	FERTI
300101	Harrell's CalMAX REG 50 Lb (R192)	50 lb	$18.65	FERTI
1HARDIV-GR	Harrell's Divot/Recovery Mix 50 Lb (GREEN DIVOT)	50 lb	$13.10	GOLFAGRON
1HARDIV-GRBB	Harrell's Divot/Recovery Mix- BB (GREEN)	Ton	$450.80	GOLFAGRON
880062O-2.5	Harrell's EarthMAX Organic 2.5 Gal	2.5GAL	$141.41	HOCKING
880062O-30	Harrell's EarthMAX Organic 30 Gal	30 Gal	$1,683.33	HOCKING
300104	Harrell's K CalMAX 0-0-24 6% Mg Micro 50 Lb (R197)	50 lb	$50.65	FERTI
200018	Micro Calicitic (Hi Cal) Limestone 50 Lb (R111)	50 lb	$15.87	KELLEY

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200014-N	Micro Dolomitic Limestone, 50 Lb (R106)	50 lb	$15.37	KELLEY
200016-N	Micro Gypsum, 50 Lb (R103)	50 lb	$18.26	KELLEY
200002G	Profile, (Emerald) Micro 50 Lb	50 lb	$20.09	PROFILE
200002	Profile, Greens Grade 50 Lb	50 lb	$19.68	PROFILE
SOIENH	Soil Enhancer 2.5 Gal	2.5GAL	$98.00	HOCKING
Item #	**Foliar Nutritionals**	**U_of_M**	**OMNIA Price**	**Vendor**
880098-2.5	Amino Pro V 2.5 Gal Q-A	2.5GAL	$368.20	HOCKING
820447-2.5	Bio-MAX Seaweed A+E 2.5 Gal	2.5GAL	$244.31	HOCKING
822610	Harrell's 12-0-0 6%Fe, 3%Mn (CL 3B) 2.5 Gal w/Umaxx	2.5GAL	$61.54	HOCKING
822611	Harrell's 12-0-0 6%Fe, 3%Mn (CL 3B) 30 Gal w/Umaxx	30 Gal	$724.84	HOCKING
822586	Harrell's 18-3-6 w/UMAXX 2.5 Gal	2.5GAL	$81.30	HOCKING
822587	Harrell's 18-3-6 w/UMAXX 30 Gal	30 Gal	$961.06	HOCKING
822620	Harrell's Amino Iron 30 Lb Bucket No CA	30 Lb	$364.18	BIOPRO
820442	Harrell's Bio Max 12-0-6 w/UMAXX 2.5 Gal	2.5GAL	$191.02	HOCKING
820440	Harrell's Bio Max 4-0-0 2.5 Gal	2.5GAL	$205.02	HOCKING
820488-2.5	Harrell's Bio Max 7-0-7 2.5 Gal (No WI)	2.5GAL	$269.33	HOCKING
ROOMAX	Harrell's Bio Max Root Enhancer 2.5 Gal NO CA or PA	2.5GAL	$94.73	HOCKING
880135	Harrell's Bio-MAX Mycorrhizae Pro 1 Qt. (CL3B) (FP)	Quart	$232.97	HOCKING
820443	Harrell's Iron, Mn, & Mg 30 Gal	30 Gal	$672.82	HOCKING
820443A	Harrell's Iron, Mn, & Mg 250 Gal	250GAL	$5,464.72	HOCKING
820443B	Harrell's Iron, Mn, & Mg 2.5 Gal (Q-A)	2.5GAL	$45.67	HOCKING
880150-2.5	Harrell's Max 12-0-12 w/Umaxx 2.5 Gal	2.5GAL	$87.34	HOCKING
200253	Harrell's Max Aluminum Chelate 2.5 Gal	2.5GAL	$51.41	HOCKING
200247	Harrell's Max Cal Plus 2.5 Gal	2.5GAL	$289.42	HOCKING
200247-30	Harrell's Max Cal Plus 30 Gal	30 Gal	$3,440.64	HOCKING
200238	Harrell's Max Calcium 8.25%, 2.5 Gal	2.5GAL	$60.69	HOCKING
200249B	Harrell's Max Long Iron 15-0-0 6%Fe 250 Gal	250GAL	$6,283.20	HOCKING
200249	Harrell's Max Long Iron 2.5 Gal 15-0-0 6%Fe	2.5GAL	$65.59	HOCKING
200249A	Harrell's Max Long Iron 30 Gal 15-0-0 6%Fe	30 Gal	$772.60	HOCKING
200231	Harrell's Max Magnesium 4%, 2.5 Gal	2.5GAL	$56.64	HOCKING
200225	Harrell's Max Manganese 5%, 2.5 Gal	2.5GAL	$56.21	HOCKING
200233A	Harrell's Max Minors 30 Gal	30 Gal	$651.50	HOCKING
200233	Harrell's Max Minors, 2.5 Gal	2.5GAL	$55.36	HOCKING

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200295	Harrell's Max Nitrate Plus 2.5 Gal	2.5GAL	$118.39	HOCKING
200295A	Harrell's Max Nitrate Plus 30 Gal	30 Gal	$1,407.04	HOCKING
200236C	Harrell's Max Potass + CA 4-0-8, 250 Gal	250GAL	$4,914.37	HOCKING
200236	Harrell's Max Potassium + CA 4-0-8 2.5 Gal	2.5GAL	$57.84	HOCKING
820813	Harrell's Max Potassium Silicate 2.5gal.	2.5GAL	$110.22	HOCKING
200245	Harrell's Max Salt Rx 2.5 gal (Not for CA)	2.5GAL	$178.08	HOCKING
200251	Harrell's Max Soil Surge 17-0-0 (H) (C) 2.5 Gal	2.5GAL	$161.91	HOCKING
880151-2.5	Harrell's Max Tall Turf 30-0-0 2.5 Gal	2.5GAL	$55.78	HOCKING
880151-250	Harrell's Max Tall Turf 30-0-0 250 Gal	250GAL	$5,175.00	HOCKING
880151-30	Harrell's Max Tall Turf 30-0-0 30 Gal	30 Gal	$656.62	HOCKING
822160	Harrell's N30+ w/Umaxx & SE 2.5gal	2.5GAL	$87.34	HOCKING
822157	Harrell's N30+ w/Umaxx and SE 30gal.	30 Gal	$1,037.80	HOCKING
200267-2.5	Harrell's Ornamental MAX 8-2-4, 2.5 Gal	2.5GAL	$60.90	HOCKING
820571	Harrell's Phosphorus Plus 2.5 Gal	2.5GAL	$85.77	HOCKING
200232A	Harrell's Stress Relefe, 0-0-25 30 Gal	30 Gal	$1,227.11	HOCKING
200232	Harrell's Stress Relefe, 0-0-25 2.5 Gal	2.5GAL	$103.54	HOCKING
200268	Iron Plus+ 18% Fe 1% Mn 50 Lb	50 lb	$42.76	HOCKING
Item #	**Paint/Pigments/Dye**	**U_of_M**	**OMNIA Price**	**Vendor**
HSMBLA	Harrell's Black Pond Dye WSP 6 x 5.25 oz Each	6x5.25oz	$126.33	HOCKING
HSMBLU	Harrell's Blue Pond Dye 2.5 Gal	2.5GAL	$203.21	HOCKING
HSMBSI	Harrell's Blue Spray Indicator 2.5 Gal	2.5GAL	$135.30	HOCKING
HSMDGP-2.5	Harrell's Dormant Green Plus 2.5 Gal	2.5GAL	$192.90	HOCKING
HSMDGP-30	Harrell's Dormant Green Plus 30 Gal	30 Gal	$2,284.80	HOCKING
HSMGSI	Harrell's Green Spray Indicator 2.5 Gal	2.5GAL	$209.02	HOCKING
HSMGTP	Harrell's Green Turf Paint 2.5 Gal	2.5GAL	$201.69	HOCKING
HSMPARSG	Harrell's Par SG 1 Gal	Gallon	$264.39	HOCKING
HSMSCB	Harrell's Super Concentrate Blue Plus	Gallon	$120.65	HOCKING
HSMSBP	Harrell's Super Concentrate Blue Qt	Quart	$39.92	HOCKING
HSMSCG	Harrell's Super Concentrate Green Qt	Quart	$44.67	HOCKING
KTPHW100	HOLE-IN-WHITE PAINT -Case (HA)	Each	$236.57	HOINWH
Item #	**Specialty**	**U_of_M**	**OMNIA Price**	**Vendor**
COMAND-113-45	Comand 1/8" Topdress Pro 45 lb	45 LB	$14.80	LIFE SOIL
DISTAN1	Distance IGR 1 QT (CL 3A) (HA)	Quart	$387.74	NUFARM

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300021	DP Mound/Home Plate Clay 50 Lb	50LB	$17.47	DIAMOND PR
GNATRO1	Gnatrol WDG 16 Lb Pail	16 LB	$584.63	NUFARM
HARCHA	Harrell's Activated Charcoal 2.5gal	2.5 Gal	$77.00	HOCKING
HARROM-18BB	Harrells OM 1/8" - 3 yard bulk bag	3.0 YDS	$242.45	FLO ORG
HSMPIG	Harrell's Pigment Cleaner Plus (HA) (4x1 Gal) Case	Case	$245.11	HOCKING
HPMQUI	Harrell's ProtectMAX Quinclorac 64 Fl Oz	64 Oz	$61.30	Harrell's
HPMSOU	Harrell's ProtectMAX Southside 8 Oz (FP)	8 OZ	$404.32	Harrell's
STRICO-1	StriCore Herbicide 1 Gal (Q-A) (HA) (CL 3A) No NY	Gallon	$205.00	SePRO
HSMTAN	Harrell's Tank Cleaner (HA) 1 Qt	Quart	$20.49	HOCKING
HSMTMF	Harrell's Turf Marking Foam 1 Qt.	Quart	$23.19	HOCKING
NIMITZ	Nimitz Pro G 40 Lb (HA) (FP)	40LB	$408.00	CONTROL
NOTAVO	Notavo Ovicide/Miticide 1 Pint (OHP) (Q-A)	Pint	$341.35	OHP
200751	Plus 5 Field Marking Dust 50 Lb (56 per pallet)	50LB	$11.03	IMERYS
SILICA	Silica 10%, 5 gal pails	5 Gallon	$155.62	JR SIMPLOT
TALPIR	Talpirid Mole Bait, 2x10 per Case/Each	2x10	$63.57	VESERIS
ULTOIL1	Ultra Pure Oil (CL 3B) 30 Gal	30 Gal	$958.58	BASF
Item #	**Wetting Agents**	**U_of_M**	**OMNIA Price**	**Vendor**
SURFAC-2.5	SurfaceRx 2.5 Gal	2.5GAL	$276.65	HOCKING
FLEET100-2.5	Fleet 100 2.5 Gal	2.5GAL	$251.19	HOCKING
FLEET100-30	Fleet 100 30 Gal	30 Gal	$2,948.31	HOCKING
HARROO	Harrell's Root Max Pellets 16/8 oz	16x8 oz	$254.69	HOCKING
HYDRO9030	Hydro-90 30 Gal	30 Gal	$2,738.36	HOCKING
HYDRO902.5	Hydro-90 2.5 Gal	2.5GAL	$230.66	HOCKING
HYDRO90G	Hydro-90 Granular 50 Lb	50LB	$208.45	HOCKING
HYDROC2.5	Hydro-Cure 2.5 Gal	2.5GAL	$143.07	HOCKING
HYDROC30	Hydro-Cure 30 Gal	30 Gal	$1,643.31	HOCKING
HYDROCG-N	Hydro-Cure Granular 50 Lb	50LB	$237.51	HOCKING
HYDROCPEL	Hydro-Cure Pellets 16/8 oz	16x8 oz	$303.20	HOCKING
HYDROSPEL	Hydro-Cure SuperMax Pellets 4 x 8 Lb Case	4x8 LbCS	$998.86	HOCKING
HYDROINJ2.5	Hydro-Inject 2.5 Gal	2.5GAL	$69.90	HOCKING
HYDCPPEL	HydroMax CP Pellets 16/8 oz	16x8 oz	$315.28	HOCKING
SYMPHOG50	Symphony Moisture Management Granular 50 Lb	50LB	$247.61	HOCKING
SYMPHO	Symphony Moisture Management 2.5 Gal	2.5GAL	$255.28	HOCKING

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SYMPHO1	Symphony Moisture Management 30 Gal	30 Gal	$3,039.90	HOCKING
Item #	**Harrell's Fungicides**	**U_of_M**	**OMNIA Price**	**Vendor**
HPMAZO	Harrell's ProtectMAX Azoxy 2SC 1 Gal (HA) (FP)	Gallon	$490.00	HARRELL'S
HPMCLT-2.5	Harrell's ProtectMAX Chlorothalonil 6L T&O 2.5 Gal (HA) (FP)	2.5GAL	$152.78	HARRELL'S
HPMCLT-DF	Harrell's ProtectMAX Chlorothalonil DF 5 Lb (HA) (FP)	5LB	$50.45	HARRELL'S
HPMCYA	Harrell's ProtectMAX Cyazo 39.2 Fl Oz (HA) (CL 3B) (FP)	39.2 Oz	$430.02	HARRELL'S
HPMFLU	Harrell's ProtectMAX Fluazinam 2.5 Gal (HA) (FP)	2.5GAL	$1,425.00	HARRELL'S
HPMFLX	Harrell's ProtectMAX Fluoxastrobin SC 0.5 gallon (HA) (FP)	.5GAL	$1,381.33	HARRELL'S
HPMMAN	Harrell's ProtectMAX Mancozeb 12 Lb (HA)	12LB	$86.28	HARRELL'S
HPMPRO	Harrell's ProtectMAX Propiconazole 2.5 Gal	2.5GAL	$214.72	HARRELL'S
HPMTEB	Harrell's ProtectMAX Tebuconazole 2.5 Gal (HA) (FP)	2.5GAL	$457.80	HARRELL'S
HPMTPF-2.5	Harrell's ProtectMAX Title Phyte 2.5 Gal Systemic Fungicide	2.5GAL	$234.29	HOCKING
HPMTPF-30	Harrell's ProtectMAX Title Phyte 30 Gal Systemic Fungicide	30 Gal	$2,798.72	HOCKING
HPMTML	Harrell's ProtectMAX T-Methyl 2.5 Gal (H) (FP)	2.5GAL	$286.70	HARRELL'S
Item #	**BASF Products**	**U_of_M**	**OMNIA Price**	**Type**
ALUCIO	Alucion 35 WG Insecticide 2.375lb (Agency) (HA) No NY	2.375LB	$292.13	Insecticide
AVELYO	Avelyo Fungicide 60 Fl Oz (Agency) (HA) No NY	60 Fl Oz	$300.00	Fungicide
EMERAL4	Emerald 0.49 lb Bag (Agency)	.49LB	$127.40	Fungicide
ENCART-2.5	Encartis Fungicide 2.5gal (Agency)	2.5GAL	$350.00	Fungicide
FREEHA	FreeHand 1.75 G 50 Lb (Agency) (HA) NO CA or NY	50LB	$121.00	Herbicide
HONOR3	Honor Intrinsic Fung. 36 Lb (Agency)	36 LB	$5,328.00	Fungicide
HONOR2	Honor Intrinsic Fung. 3LB (Agency)	3LB	$612.00	Fungicide
INSIGN5	Insignia SC (T) (HA) 2.5gal (Agency)	2.5GAL	$3,870.00	Fungicide
INSIGN6	Insignia SC Intrinsic 30.5 oz (Agency)	30.5 OZ	$594.75	Fungicide
LEXICO	Lexicon 21 OZ (HA) (Agency) NO Long Island	21 Oz	$645.75	Fungicide
MAXTIM-2.5	Maxtima Fungicide 2.5 Ga (Agency) (HA)	2.5GAL	$2,400.00	Fungicide
MAXTIM-26	Maxtima Fungicide 26 Oz (Agency) (HA)	26 Oz	$244.40	Fungicide
NAVICO-2.5	Navicon Intrinsic Fungicide 2.5 Gal (Agency) (HA)	2.5GAL	$3,750.00	Fungicide
NAVICO-37	Navicon Intrinsic Fungicide 37 Oz (Agency) (HA)	37 Oz	$592.00	Fungicide
ORKEST	Orkestra 0 .125 Gal (16 Oz) (HA) (Agency) Limted Qty	0.125 Ga	$171.20	Fungicide
PAGEANA	Pageant Intrinsic (Agency) 1 Lb	Pound	$118.45	Fungicide
PAGEANB	Pageant Intrinsic 12 Lb (Agency)	12LB	$1,311.00	Fungicide
PENDUL1	Pendulum AquaCap (CL 3B) 2.5 Gal	2.5GAL	$164.81	Herbicide

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PYLEX-4	Pylex 4 Fl Oz (Agency)	4 Fl Oz	$416.00	Herbicide
PYLON-32	Pylon Miticide 32 Fl Oz Agency	32 Fl Oz	$885.44	Insecticide
SULTAN	Sultan 0.125 Gal (16 oz) (Agency)	0.125 Ga	$190.00	Insecticide
TOWER4	Tower Herbicide 2.5gallon (Agency) (HA)	2.5GAL	$1,082.50	Herbicide
VENTIGRA	Ventigra 20oz (Agency) (HA) (CL3B)	20 Fl Oz	$353.60	Insecticide
XZEMPL1	Xzemplar 11.4 Oz SMALL(HA) (Agency) No Long Island	11.4 OZ	$221.62	Fungicide
XZEMPL	Xzemplar 114Oz Big (HA) (Agency) NO Long Island	114 Oz	$1,851.36	Fungicide
Item #	**ENVU Products**	**U_of_M**	**OMNIA Price**	**Type**
ACCLAI	Acclaim Extra 1 Gal (HA) (CL 3B)	Gallon	$933.05	Herbicide
ALTUS-64	Altus 64 Oz (0.5 Gal) ENVU (Agency) (HA) (CL3B)	64 Oz	$450.32	Insecticide
BANOLF-2.5	Banol Fungicide 2.5gal (ENVU) (Agency) (CL 3B)	2.5GAL	$1,305.01	Fungicide
BROADF-12	Broadform 12 Fl Oz (Agency) ENVU (HA) (CL 3B) No CA	12 Fl Oz	$250.00	Fungicide
CASTLO-1	Castlon 1 Gal (Agency) (CL 3B) (HA)	Gallon	$2,198.56	Fungicide
CASTLO-16	Castlon 16 Fl Oz (Agency) (CL 3B) (HA)	16 Oz	$342.40	Fungicide
CELSIU-10	Celsius WG 10 OZ (Agency)	10 OZ	$131.20	Herbicide
CELXTR-10	Celsius XTRA 10 OZ (HA) ENVU (Agency)	10 OZ	$158.08	Herbicide
CHOICE-50	Chipco Choice 50 Lb (HA) ENVU	50LB	$208.00	Insecticide
CHIPSIG-11	Chipco Signature 11 Lb (Agency) ENVU	11 LB	$412.90	Fungicide
DENSIC51	Densicor Fungicide 51 Oz (Agency) (ENVU) (CL 3B) (HA)	51 Fl Oz	$681.72	Fungicide
DISMISSNXT-10	Dismiss NXT 10 Oz (Agency) (HA) (CL 3A)NO NY	10 Fl Oz	$94.80	Herbicide
DISMISSNXT-60	Dismiss NXT 60 Fl Oz (Agency) (HA) (CL 3A)) NO NY	60 Fl Oz	$504.80	Herbicide
DURENT-0.5	Durentis Insecticide 0.5 gallon (Agency) (CL 3B) HA	.5GAL	$2,362.60	Insecticide
DURENT-16	Durentis Insecticide 16oz (Agency) (CL 3B) HA	16 Oz	$630.00	Insecticide
ECHELO	Echelon 4 SC (CL 2) 1 Gal (Agency)	Gallon	$444.92	Herbicide
EXTERI-2.5	Exteris Stressgard 2.5 Gal (3B) (Agency) (ENVU) (HA)	2.5GAL	$370.00	Fungicide
FAME1	Fame SC 16oz. (1Pint) (HA) (Agency)	16 OZ	$436.56	Fungicide
FIATA	Fiata Stressgard 2.5 Gal (Agency)	2.5GAL	$192.00	Fungicide
INDEMN-17.1	Indemnify 17.1 Oz ENVU (Agency) (HA)	17.1FLOZ	$1,963.60	Fungicide
INTERF	Interface StressGard 2.5Gal (Agency)	2.5GAL	$573.00	Fungicide
KALIDA	Kalida Fungicide 0.5 Gal (Agency) (CL 3B) (HA)	64 OZ	$883.73	Fungicide
KONTOS-1	Kontos Insecticide/Miticide 1 Qt 1-3 bottles (Agency)	Quart	$744.00	Insecticide
KONTOS250	Kontos Insecticide/Miticide 250 ML (CL 3B) (Agency) (HA)	250ml	$224.00	Insecticide
MARENG-50	Marengo G 50 Lb ENVU (Agency)	50LB	$126.50	Herbicide

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MARENG-64	Marengo Herbicide 64 Oz (0.5 Gal) ENVU (Agency) (HA)	64 Oz	$1,156.80	Herbicide
MIRAGE	Mirage StressGard 2.5 Gal (CL 3B) (HA) Agency	2.5GAL	$493.00	Fungicide
POWERP-2.5	Power Premix 2.5 gal (Q-A)	2.5GAL	$227.25	Herbicide
QUICKS	Quick Silver 8 oz Container	8 OZ	$198.63	Herbicide
QUISTR-2.5	Quick Strike 2.5gal. (Q-A)	2.5GAL	$191.95	Herbicide
RAYORA	Rayora Fungicide 2.5 gal (Agency) (CL 3B) (C) (HA) No NY	2.5GAL	$631.40	Fungicide
RESILI	Resilia 2.72 Gallons (CL 3B) (Agency)	2.72GAL	$991.99	Fungicide
REVOLV	Revolver 87 OZ (CL 2) (HA) (Agency)	87 OZ	$796.22	Herbicide
RONSTA-2.5	Ronstar Flo 2.5 Gal (R) (CL 3B) (ENVU) 1-11 bottles (Agency)	2.5GAL	$552.00	Herbicide
RONSTA-2.5	Ronstar Flo 2.5 Gal (R) (CL 3B) (ENVU) 12-39 bottles (Agency)	2.5GAL	$453.00	Herbicide
RONSTA-2.5	Ronstar Flo 2.5 Gal (R) (CL 3B) (ENVU) 40+ bottles (Agency)	2.5GAL	$393.00	Herbicide
SAVATE-8	Savate 8 Oz ENVU (Agency) (HA)	8 Oz	$392.50	Insecticide
SCION1	Scion Insecticide w/UVX 1 Qt. (CL3B)(HA) (Agency)	Quart	$161.30	Insecticide
SERATA	Serata Fungicide 35 Oz WDG (Agency) (HA)	35 Oz	$522.29	Fungicide
SIGXTR-5.5	Signature XTRA Stressgard 5.5 lb ENVU (Agency)	5.5LB	$214.61	Fungicide
SOLITA1	Solitare 75 WG 4 Lb	4 LB Jug	$584.47	Herbicide
SOLITA-2.5	Solitare WSL 2.5 Gal. (Agency) (CL3B) (HA)	2.5GAL	$257.15	Herbicide
SPECTI-1	Specticle Flo 1 Gal 1-13 gallons (Agency) (ENVU) (No Long Island) (HA)	Gallon	$2,134.66	Herbicide
SPECTI-1-7	Specticle Flo 1 Gal >14 gallons (Agency) (ENVU) (No Long Island) (HA)	Gallon	$1,832.33	Herbicide
SPECTI-18	Specticle Flo 18oz unit (HA) (Agency) (ENVU) No Long Island (HA)	18 OZ	$325.18	Herbicide
SPECTIG1	Specticle G VRG 50 Lb (Agency) (New Label) No Long Island	50LB	$133.11	Herbicide
TARTAN-2.5	Tartan Stressgard (CL 3B) 2.5 Gal (Agency) (Envu)	2.5GAL	$986.50	Fungicide
TARVEC-0.5	Tarvecta Fungicide 64 Oz (0.5 Gal)(Agency)(H)(CL3B) No NY	64 Oz	$803.71	Fungicide
TETRIN-1	Tetrino Insecticide 1 Gal (CL3B) (HA) (Agency) NO NY	Gallon	$528.00	Insecticide
TRIBUTE	Tribute Total WDG 6 oz (HA) (Agency)	6 OZ	$426.40	Herbicide
TRIPTO	Triple Crown T & O Gal (T) (Agency)	Gallon	$355.16	Insecticide
XONERA-12	Xonerate 2SC (Agency) 12 Fl oz (HA)	12 Oz	$474.72	Herbicide
Item #	**Nufarm Products**	**U_of_M**	**OMNIA Price**	**Type**
2636FUN	26/36 Fungicide 2.5 Gal (Q-A) (H)	2.5GAL	$341.50	Fungicide
ADORN	Adorn 1 Qt. (Q-A)	Quart	$420.95	Fungicide
AFFIRM	Affirm WDG 2.4lb bag (Q-A)	2.4LB	$273.84	Fungicide
ALOFT4	Aloft LC Granular 30 Lb (Q-A) (HA)	30LB	$70.50	Insecticide
ANUEWEZ-0.5	Anuew EZ PGR 0.5 Gal (64 oz) (Q-A)	.5GAL	$178.20	Growth Regulator

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ANUEWEZ-2.5	Anuew EZ PGR 2.5 Gal (Q-A)	2.5GAL	$760.25	Growth Regulator
ARENA3	Arena .25 % Granular 30 lb bag (Q-A)	30LB	$70.50	Insecticide
ARENA	Arena 50 WDG 2.5 Lb (40 oz) (HA) (Q-A)	2.5 LB	$709.25	Insecticide
BROADS	Broadstar Herb 50 Lb (Q-A)	50LB	$130.00	Herbicide
CELERO	Celero Turf 1 Lb (Q-A)	Pound	$212.20	Herbicide
CERTAI2	Certainty 1.25 oz Bottle (HA)	1.25 OZ	$104.08	Herbicide
CHANGE	Change Up (CL 3B) 2.5 Gal (Q-A)	2.5GAL	$263.75	Herbicide
CHANGE-30	Change Up (CL 3B) 30 Gal (Q-A)	30 GAL	$3,148.50	Herbicide
CHEETAH-2.5	Cheetah Pro 2.5 gal (CL 3A)	2.5GAL	$144.48	Herbicide
3336EG	Cleary 3336 EG 5 Lb. (HA) (Q-A)	5LB	$70.50	Fungicide
CLEAR3	Clearys 3336 DG Lite 30LB Bag (HA)	30LB	$71.54	Fungicide
COOPOW	Cool Power 2.5 Gal (Q-A)	2.5GAL	$220.00	Herbicide
DIPLPR	Dipel Pro DF 1 Lb	Pound	$21.74	Insecticide
DISTAN1	Distance IGR 1 QT (CL 3A) (HA)	Quart	$347.74	Growth Regulator
GNATRO1	Gnatrol WDG 16 Lb Pail	16 LB	$567.80	Pesticide
HORSEP2	Horsepower 2.5 Gal (Q-A)	2.5GAL	$230.75	Herbicide
MALLET1	Mallet 0.5 Granular Insecticide 30 Lb	30LB	$33.66	Insecticide
MALLET	Mallet 2F Insecticide 2.5 Gallons (HA)	2.5GAL	$148.16	Insecticide
MANOR-8	Manor 8 oz	8 OZ	$30.05	Herbicide
OVERTU	Overture 35 WSP (HA) 8 x 2 OZ	8 x 2 OZ	$149.33	Insecticide
PROSED	Prosedge 2 1.33 oz (HA)	1.33 Oz	$78.17	Herbicide
PROTEC1	Protect DF, 6 lb bags	6LB	$48.11	Fungicide
SAFARI	Safari 20 SG 3 Lb (HA) (Q-A)	3LB	$409.05	Insecticide
SOUTHP-8	Southpaw Herbicide 8 oz (Q-A) HA	8 OZ	$96.88	Herbicide
SOUTHP-16	Southpaw Herbicide 16 oz (Q-A) HA	16 OZ	$164.80	Herbicide
SOUTHP-5	Southpaw Herbicide 5 lb (Q-A) HA	5LB	$824.00	Herbicide
SPEC90	Spectro 90 WDG Fungicide 5 Lb Bag	5LB	$95.03	Fungicide
SUREEZ-1	Sureguard EZ 1 Pt (Q-A) (CL 3B) (HA) Not for AK	Pint	$82.40	Herbicide
SUREEZ-0.5	Sureguard EZ 64 Oz (0.5 Gal) (Q-A) (HA) (CL 3B) Not For AK & HI	64 Oz	$281.20	Herbicide
SUREXT	Sureguard XTRA 1 gal (Q-A)	Gallon	$882.70	Herbicide
TETRASAN	Tetrasan 5 WDG, 8 x 2 Oz Bag (Q-A)	8 x 2 OZ	$129.76	Pesticide
TOURNE-1	Tourney EZ Fungicide 1 Gal (Q-A)	Gallon	$885.60	Fungicide
TRIPLET2.5	Triplet SF 2.5 Gal	2.5GAL	$70.83	Herbicide

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TRIPLET30	Triplet SF 30 Gal	30 Gal	$820.56	Herbicide
TRIPLET55	Triplet SF 55 Gal (H)	55GAL	$1,768.80	Herbicide
TRIPLET	Triplet SF 250 Gal (H)	250GAL	$7,218.13	Herbicide
TRISTA3	TriStar 8.5 SL 1 Gal (Q-A)	Gallon	$585.20	Insecticide
VELOCI-1	Velocity Poa Mgmt Herbicide 1 Pint (Q-A) (HA)	Pint	$549.50	Herbicide
Item #	**Syngenta Products**	**U_of_M**	**OMNIA Price**	**Type**
ACELE3	Acelepryn 0.5 Gal (HA) (Agency) 1-7 bottles	.5GAL	$879.00	Insecticide
ACELE3-8	Acelepryn 0.5 Gal (HA) (Agency) 8-19 bottles	.5GAL	$791.00	Insecticide
ACELE3>20	Acelepryn 0.5 Gal (HA) (Agency) +20 bottles	.5GAL	$625.00	Insecticide
ACEXTR-2.5	Acelepryn XTRA 2.5 Gal <10 Gallons (Agency) (HA)	2.5GAL	$1,717.50	Insecticide
ACEXTR-2.5>	Acelepryn XTRA 2.5 Gal <10 Gallons (Agency) (HA)	2.5GAL	$1,545.00	Insecticide
ACEXTR-30	Acelepryn XTRA 30 Oz <40 bottles (Agency) (HA)	30 Oz	$144.60	Insecticide
ACEXTR-30>	Acelepryn XTRA 30 Oz >40 bottles (Agency) (HA)	30 Oz	$129.60	Insecticide
APPEAR2	Appear 2 Fungicide 2 Gal (Agency)	2 GAL	$438.00	Fungicide
ASCRNTY	Ascernity Fungicide 1 Gal (CL3B) (HA) (Agency)	Gallon	$507.00	Fungicide
ASCRNTY-10	Ascernity Fungicide 10 Gal Link Pak (CL3B) (HA) (Agency)	10 Gal	$4,890.00	Fungicide
AVID1	Avid .15 EC (CL 3A) Gal (H) =>12 Gal (Agency)	Gallon	$439.50	Insecticide
BANMAX2	Banner MAXX II (CL 3B) Gal (Agency)	Gallon	$260.00	Fungicide
BANMAX2LP	Banner MAXX II (CL 3B) 10 Gal (Agency)	10 Gal	$2,500.00	Fungicide
BARR4L	Barricade 4 FL (CL 3B) (HA) - 10 Gal (Agency) >=20 gls	10 Gal	$1,455.00	Herbicide
BARR4L1	Barricade 4FL (CL 3B) 1 Gal >=20 Gallons (Agency)	Gallon	$159.75	Herbicide
BARR4L1<	Barricade 4FL (CL 3B) 1 Gal <20 Gallons (Agency)	Gallon	$168.25	Herbicide
BARR4L<	Barricade 4 FL (CL 3B) (HA) - 10 Gal (Agency) <20 gls	10 Gal	$1,607.50	Herbicide
BARR4LF	Barricade 4 FL 30 Gal (Agency) (CL 3B)	30 Gal	$3,862.50	Herbicide
BARR5	Barricade 65WG 5LB >=320lb (Agency)	5LB	$107.50	Herbicide
BARR5<	Barricade 65WG 5LB <320LB (Agency)	5LB	$123.75	Herbicide
BONZI2	Bonzi 2.5 Gal (Agency) (CL 3B)	2.5GAL	$392.50	Growth Regulator
BRISKW	Briskway 1 Gal (CL 3B) (HA) (Agency)	Gallon	$1,486.00	Fungicide
COMPEN	Compendium 1 Gallon <60 gallons (Agency) (HA)	Gallon	$288.75	Fungicide
CONCER<	Concert II 2.5 Gal <75gal (CL 3B) (Agency)	2.5GAL	$270.00	Fungicide
DACAAP	Daconil Action+Appear 2 MP (CL 3B) (Agency)	case	$508.00	Fungicide
DACABM	Daconil Action+BannerMAXX II (CL 3B) MP(Agency)	case	$473.00	Fungicide
DACAHAM	Daconil Act+Heritage Act MP (CL 3B) (Agency)	case	$892.00	Fungicide

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DACACT	Daconil Action (CL 3B) 2.5 Gal (Agency)	2.5GAL	$265.00	Fungicide
DACULT1	Daconil Ultrex, 5 Lb Bag (Agency) (HA) Limited Qty	5LB	$85.00	Fungicide
DACWEA-2.5	Daconil Weather Stik 2.5 Gal (Agency) (CL 3B)	2.5GAL	$210.00	Fungicide
DACOZN-2.5	Daconil ZN, 2.5 gal (Agency) (HA)	2.5GAL	$217.50	Fungicide
DEMARM	Demand + Archer MP (Agency) (HA) (CL 3A)	case	$401.75	Insecticide
DIVANE	Divanem 0.5 Gal (R) (T) (HA) <4gal (Agency)	.5GAL	$1,931.00	Insecticide
DIVANE>	Divanem 0.5 Gal (R) (T) (HA) =>4gal (Agency)	.5GAL	$1,649.00	Insecticide
DIVHER-MP	Divanem + Heritage Action MP(R) (T) (HA) (Agency)	case	$3,475.00	Insecticide
FERENC	Ference 96 OZ (T) (Agency) 1-3 Bottles Long Island appvd Til 2024	96 Oz	$1,309.44	Insecticide
FERENC>	Ference 96 OZ (T) (Agency) 4+Bottles Long Island appvd Til 2024	96 Oz	$1,085.76	Insecticide
FLAGSH1	Flagship WG 2 Lb Jug (Agency)	2LB	$448.00	Insecticide
HEADWA1	Headway 10 Gal (CL 3A) (Agency)	10 Gal	$5,180.00	Fungicide
HEAWAY	Headway Fung. (CL 3A) Gal (Agency)	Gallon	$547.00	Fungicide
HERACT1	Heritage Action 1 Lb (Agency) (HA)	Pound	$386.00	Fungicide
HERAVMP	Heritage Action + VelistaMP (Agency)(HA)	case	$1,844.00	Fungicide
HERITA1	Heritage Fungicide 1 Lb (Agency) (HA)	Pound	$374.00	Fungicide
HERITA2	Heritage 6 Lb (Agency)	6LB	$2,244.00	Fungicide
HERITA3	Heritage TL (CL 3A) 10 Gal (Agency)	10 Gal	$6,030.00	Fungicide
HERITA4	Heritage TL (CL 3A) Gal (Agency)	Gallon	$614.00	Fungicide
INSTRA<	Instrata (C) < 25 Gls 2.5 Gal (Agency)	2.5GAL	$480.00	Fungicide
MAINGNL	Mainspring GNL 1 Pint (CL 3B) >8 Pints (Agency)	Pint	$297.50	Insecticide
MAINGNL<	Mainspring GNL 1 Pint (CL 1C) < 8 Pints (Agency)	Pint	$359.75	Insecticide
MANSCR-MP	Manuscript MP Case (CL 3B) (CL 3A) (HA) (Agency)	case	$1,019.00	Herbicide
MEDAL1	Medallion WDG =>128oz 8oz. (Agency) Orn. Only	8 OZ	$162.00	Fungicide
MEDAL1<	Medallion WDG <128oz 8oz. (Agency) Orn. Only	8 OZ	$180.00	Fungicide
MEDAL2	Medallion SC 1 Gal (Agency)	Gallon	$699.00	Fungicide
MERIDI3	Meridian 25 WG Pak 102oz=Each (HA) (Agency) NO NY	102oz	$591.60	Insecticide
MICORA	Micora 1 qt. (Agency) (CL 3B)	Quart	$323.50	Fungicide
MONUME	Monument 75WG 1.06oz 1-7 bottles (Agency)	1.06 Oz	$367.00	Fungicide
MONUME>	Monument 75WG 1.06oz 8+ bottles (Agency)	1.06 Oz	$331.00	Herbicide
MURAL	Mural 1 Lb (Agency)	Pound	$225.00	Fungicide
PALLAD	Palladium 2lb (Agency)	2LB	$356.00	Fungicide
POSASC	Posterity XT + Ascernity MP (Agency)	case	$1,032.00	Fungicide

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POSFOR-1	Posterity Forte 1 Gal (Agency) (HA) (CL 3B)	Gallon	$852.00	Fungicide
POSTER-105	Posterity 105 Fl Oz (Agency) (HA) (CL 3B)	105 Floz	$1,738.00	Fungicide
POSTER-42	Posterity 42 Fl Oz (Agency) (CL 3B) (HA)	42 Floz	$1,007.00	Fungicide
POSTIV-28	Postiva Fungicide 28 Fl Oz (Agency)	28 Fl Oz	$112.00	Fungicide
PRIMO3	Primo LP, (CL 3A) 10 Gal (Agency)	10 Gal	$3,020.00	Growth Regulator
PRIMAX	Primo MAXX (CL 3A) (HA) Gal (Agency)	Gallon	$320.00	Growth Regulator
PRITRIM	Primo Maxx+Trimmit MP(CL 3A)(CL 3B) (Agency)	case	$749.00	Growth Regulator
PROVAU-72	Provaunt WDG 72 Oz (Agency) No CA HA	72 OZ	$468.00	Insecticide
RECOGN	Recognition Herbicide 1.95 Fl Oz (Agency) (HA)	1.95 Oz	$177.45	Herbicide
RENOWN	Renown Fung 2.5gal (Agency)	2.5GAL	$762.50	Fungicide
REWAR2	Reward 2.5gallon (H) (Agency) (C)	2.5GAL	$242.50	Herbicide
SECACT-0.5	Secure Action 0.5 Gal Agency (HA) No CA	.5GAL	$418.50	Fungicide
SECACT-2.5	Secure Action 2.5 Gal Agency (HA) No CA	2.5GAL	$1,777.50	Fungicide
SUBDUE1	Subdue Maxx LP, 10 Gal (Agency)	10 Gal	$6,030.00	Fungicide
SUBMAX	Subdue Maxx 1gal (Agency) (CL 3B)	Gallon	$623.00	Fungicide
TENACI1	Tenacity (CL 3B) 1Gal. (>8 gal.) (Agency)	Gallon	$848.00	Herbicide
TENACI1<	Tenacity (CL 3B) 1Gal. (<8gal.) (Agency)	Gallon	$933.75	Herbicide
TRIMMI1	Trimmit 2 SC (CL 3B) 1 Gal (Agency)	Gallon	$561.00	Growth Regulator
TRIMMI2	Trimmit 2 SC (CL 3B) (HA) 2.5 Gal (Agency)	2.5GAL	$1,282.50	Growth Regulator
VELIST	Velista WDG 22 Oz (HA) NO NY (Agency)	22 Oz-L	$297.00	Fungicide
Item #	**PBI GORDON Products**	**U_of_M**	**OMNIA Price**	**Type**
AETHON-1	Aethon Herbicide 1 Gal (Q-A)	Gallon	$311.55	Herbicide
ARKON-2.5	Arkon Herbicide 2.5 gal (CL 3B) (Q-A)	2.5GAL	$530.00	Herbicide
ATRIMM2	Atrimmec 1 Gal (CL 2) (Q-A)	Gallon	$419.50	Growth Regulator
AVENUE	Avenue South (CL 2) 2.5 Gal (Q-A)	2.5GAL	$237.50	Herbicide
BEN4LF	Bensumec 4LF (CL 2) 2.5 Gal	2.5GAL	$550.55	Herbicide
KABUTO	Kabuto SC 1 Gal (Q-A) (HA)	Gallon	$680.00	Fungicide
KATANA5	Katana Herbicide 5 Oz (Q-A)	5 OZ	$227.50	Herbicide
PEDIGREE-2.5	Pedigree SC 2.5 Gal (Q-A)	2.5GAL	$922.50	Fungicide
Q4P2.5	Q4 Plus Turf Herb 2.5gal (CL 2) (Q-A) (Not for sale in NY)	2.5GAL	$367.50	Herbicide
SPEEDREW-2.5	Speedzone RED EW (CL 3B) 2.5 gal (Q-A)	2.5GAL	$237.50	Herbicide
SPEEDZEW-2.5	Speedzone GRN Southern EW (CL 3B) 2.5 gal (Q-A)	2.5GAL	$192.50	Herbicide
SURGE	Surge 2.5 Gal Jug (CL 2) (Q-A)	2.5GAL	$185.00	Herbicide

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TRIBEN	Trimec Bentgrass 2.5 Gal (HA)	2.5GAL	$171.83	Herbicide
TRISOU	Trimec Southern 2.5 Gal (CL 2) (HA)	2.5GAL	$257.74	Herbicide
VEXIS-15	Vexis Herbicide Granular 15lb (Q-A)	15 LB	$28.05	Herbicide
VEXIS-2	Vexis Herbicide Granular 2lb (Q-A)	2 LB	$17.00	Herbicide
ZYLAM2	Zylam 10% (Q-A) Qt (HA) (CL 3A)	Quart	$141.00	Insecticide

EXHIBIT B

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT C

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 _____

Detail by Entity Name

Florida Limited Liability Company
HARRELL'S, LLC

Filing Information

Document Number	L07000127310
FEI/EIN Number	26-1595082
Date Filed	12/20/2007
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/17/2024
Event Effective Date	12/31/2016

Principal Address

5105 New Tampa Highway
Lakeland, FL 33815

Changed: 01/15/2026

Mailing Address

5105 New Tampa Highway
Lakeland, FL 33815

Changed: 01/15/2026

Registered Agent Name & Address

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

Name Changed: 03/07/2012

Address Changed: 03/07/2012

Authorized Person(s) Detail

Name & Address

Title Member

Harrell's Inc.
5105 New Tampa Highway
Lakeland, FL 33815

Title Manager

Harrell, Jack, III
5105 New Tampa Highway
Lakeland, FL 33815

Title Manager

Johnston, Steve
5105 New Tampa Highway
Lakeland, FL 33815

Title Manager

English, Kevin
5105 New Tampa Highway
Lakeland, FL 33815

Title Manager

Strawbridge, Sam
5105 New Tampa Highway
Lakeland, FL 33815

Annual Reports

Report Year	Filed Date
2025	04/24/2025
2025	09/12/2025
2026	01/15/2026

Document Images

01/15/2026 -- ANNUAL REPORT	View image in PDF format
09/12/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/24/2025 -- ANNUAL REPORT	View image in PDF format
09/17/2024 -- LC Amendment	View image in PDF format
03/05/2024 -- ANNUAL REPORT	View image in PDF format
05/05/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/02/2023 -- ANNUAL REPORT	View image in PDF format
09/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/29/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
05/09/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
04/17/2018 -- ANNUAL REPORT	View image in PDF format
04/15/2017 -- ANNUAL REPORT	View image in PDF format
12/21/2016 -- Merger	View image in PDF format
04/22/2016 -- ANNUAL REPORT	View image in PDF format
04/11/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
04/20/2012 -- ANNUAL REPORT	View image in PDF format
03/07/2012 -- Reg. Agent Change	View image in PDF format
01/11/2011 -- ANNUAL REPORT	View image in PDF format
01/11/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- ANNUAL REPORT	View image in PDF format

03/27/2008 -- LC Amendment	View image in PDF format
01/02/2008 -- Merger	View image in PDF format
12/20/2007 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4M **Meeting Date:** 4/14/2026

City Reference Number (C#): C26107

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 26-01-11-HR for WI-FI at Three (3) Sunrise City Park Sites to Acordis International Corp.; approving "Standard Contract No. C 26-01-11-HR between the City of Sunrise, Florida and Acordis International Corp."; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

Funding:

325.66.75.519.506510 - Construction
Project #006513 - Citywide Public WiFi
Federally-Funded Community Development Block Grant Cares (CDBG-CV) Subgrant

Amount:

$125,623.00

ATTACHMENTS:

ATY Resolution - C26107
Resolution 23-94
Standard Contract No. C-26-01-11-HR
Ranking Sheet
Sunbiz - Acordis International Corp.

Background:
On June 29, 2023, the City of Sunrise Commission approved a Federally Funded Community Development Block Grant Cares (CDBG-CV) Subgrant Agreement between the State of Florida Department of Economic Opportunity and the City of Sunrise to fund up to $268,000 for the installation of broadband at City parks and facilities via Resolution 23-94. The three locations proposed for the grant are City Park, Roarke Hall, and Village Beach Club.

The City solicited proposals from qualified proposers to provide a turnkey solution for high-speed Wi-Fi internet access at the three sites, designed to deliver high-density wireless coverage scalable for large community events. The project includes, but is not limited to, the installation of firewalls and access points; poles, power, and enclosed equipment mounted on poles or frames; all required weatherproofing; and performing buried service work as needed.

The City issued Request for Proposal (RFP) No. 26-01-11-HR for these services, and six responses were received on March 18, 2026. The Selection Committee evaluated and ranked the six firms according to the criteria outlined in the RFP. The ranking was based on the overall evaluation of the following categories: Organizational Overview, including business qualifications, key personnel, and demonstrated experience; Technical Response to the Scope of Service; capacity to deliver service, strategic approach; and cost. All references were favorable for the six firms based on their performance on similar contracts. Staff evaluated the responses and recommend awarding the contract to the highest-ranked firm (Number 1 ranked), Acordis International Corp. (Acordis).

A negotiation meeting was held on April 2, 2026 and Acordis was unable to offer any additional discounts as this was their best and final offer. Acordis recently completed a similar project at the Sportsplex Pak and the Wi-Fi system is currently operating successfully. Upon completion of the project, the City will be reimbursed by the Grant for the full project costs.

The City did not receive any responses from a vendor located within the City of Sunrise capable of providing this service and equipment.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:
Mo Pierre Louis, Director of Information Technology

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING RFP NO. 26-01-11-HR FOR WI-FI AT THREE (3) SUNRISE CITY PARK SITES TO ACORDIS INTERNATIONAL CORP.; APPROVING "STANDARD CONTRACT NO. C 26-01-11-HR BETWEEN THE CITY OF SUNRISE, FLORIDA AND ACORDIS INTERNATIONAL CORP."; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 29, 2023, via Resolution 23-94, the Sunrise City Commission approved a Federally-Funded Community Development Block Grant Cares (CDBG-CV) Subgrant Agreement between the State of Florida Department of Economic Opportunity and the City of Sunrise to fund the installation of broadband at City parks.

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

Section 1. The award of RFP No. 26-01-11-HR for Wi-Fi at Three (3) Sunrise City Park Sites to Acordis International Corp. in the amount of $125,623.00 is hereby approved.

Section 2. "Standard Contract No. C 26-01-11-HR between the City of Sunrise, Florida and Acordis International Corp." (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A. The Procurement Manager or designee is hereby authorized to execute the Contract and take other action necessary in connection with this award.

Section 3. The City Manager, or designee, is hereby authorized to extend the Contract, in accordance with the terms of the approved 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

CITY CLERK
CITY OF SUNRISE
2023 JUN 29 PM 1:57

SUNRISE, FLORIDA

RESOLUTION NO. 23-94

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FEDERALLY-FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT CARES (CDBG-CV) SUBGRANT AGREEMENT" BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE CITY OF SUNRISE TO PROVIDE FOR THE INSTALLATION OF BROADBAND IN PUBLIC PARKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise owns and operates various public park facilities throughout the City; and

WHEREAS, the City of Sunrise applied for, and has been awarded CDBG-CV 2 funds from the State of Florida Department of Economic Opportunity; and

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the City of Sunrise is qualified and eligible to receive these federal grant funds in order to provide the services identified herein; and

WHEREAS, City Commission approval is requested to approve a Subgrant Agreement with the State of Florida Department of Economic Opportunity to utilize CDBG-CV 2 funds for the installation of broadband at Roarke Hall, City Park, and Village Beach Club.

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

Section 1. The above-referenced Whereas clauses are hereby incorporated as the legislative intent of this Resolution.

Section 2. The "Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement" (Agreement) between the State of Florida Department of Economic Opportunity and the City of Sunrise is hereby approved. A copy of the Agreement is attached hereto and made part of this Resolution as Exhibit A.

Section 3. The City Manager is hereby authorized to execute the Agreement.

Section 4. The City Manager is further authorized to execute all documents related to the Agreement, upon review and approval of the City Attorney, including executing any extensions or renewals. The City Manager shall provide the City Clerk with a copy of all related documents, extensions or renewals.

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

PASSED AND ADOPTED this 27th DAY of JUNE, 2023.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE FLORIDA CORPORATE SEAL 1961 MUNICIPAL CORPORATION

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

STANDARD CONTRACT NO. C 26-01-11-HR
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND ACORDIS INTERNATIONAL CORP.

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 Acordis International Corp., a Florida corporation, (hereinafter referred to as the "Contractor"), whose address is 2785 N Commerce Parkway and whose Federal Identification Number is 22-3938023, incorporates RFP No. 26-01-11-HR and Contractor's Proposal as if fully set forth herein.

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 WiFi at three (3) Sunrise City park sites 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 during the performance of this Contract shall be Javier Leon telephone number (954) 746-3447 or designee.

The Contractor's representative during the performance of this Contract shall be Jorge Lopez telephone number (954) 272-9856.

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 II. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

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 70 days, commencing upon final execution of this Contract.

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 entire Contract period of 70 days. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

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 Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of *all* issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit

working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

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 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 State of Florida, Department of Commerce and City of Sunrise both as an Additional Insureds 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, Attn Risk & Benefit Management Office, 10770 W. Oakland Park Blvd, 4th Floor, Sunrise, Florida, 33351, and State of Florida, Department of Commerce, Attn: Government Operations Consultant III, Florida CDBG-CV Program, 107 East Madison Street – MSC 400, Tallahassee, FL 32399-6508".

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 email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

7.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse State of Florida, Department of Commerce and City of Sunrise as "Additional Insureds" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.9 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

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the State of Florida, Department of Commerce and City of Sunrise, their officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of 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 STATE OF FLORIDA, DEPARTMENT OF COMMERCE OR CITY OF SUNRISE, THEIR OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The State of Florida, Department of Commerce and 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.

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 Contact 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 identity, 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:

Acordis International Corp.
2785 N Commerce Parkway
Miramar, FL 33025

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 25, 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. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

31. 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.

32. 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.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) 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) 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.

33.2 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.

33.3 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.

33.4 If City terminates this Contract pursuant to the subsection 33.3 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.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. 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.

36. 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.

37. 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 “III” 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.

38. 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 required affidavit Exhibit “IV”, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

39. 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.

40. Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, the Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, the Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

41. Section 3 Required Language

41.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C § l 701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

41.2 The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from

complying with the part *75* regulations.

41.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

41.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.FR part 75.

41.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part *75* require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.

41.6 Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

41.7 Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(B)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section *3.*

42. Whistleblower Protection

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Subrecipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the

simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior m the effective date of this provision.

[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

ACORDIS INTERNATIONAL CORP.

_____ By:_____
Witness

_____ Print:_____
Witness

Title:_____

Date:_____

EXHIBIT I

SCOPE OF SERVICE / SPECIFICATIONS

The City of Sunrise requires a comprehensive, turn-key public Wi-Fi solution across the three (3) City park sites listed below. The solution must deliver high-density wireless coverage, scalable and suitable for large community events, incorporate redundancy/failover, and maximize throughput while minimizing reliance on wireless mesh links. The proposed solution must be scalable to a minimum of 1,000 concurrent users at the City Park site at any given time.

The Contractor shall provide and install all necessary equipment and services to complete the project, including but not limited to: network security gateway(s)/firewall(s), indoor and outdoor wireless access points, appropriate directional and omnidirectional antennas, switching, structured cabling and fiber backhaul, poles and mounting hardware, weatherproof enclosures and electrical (low voltage) as required; all programming/configuration; RF design and optimization; labeling and documentation; testing and certification; user portal splash page and content-filtering policies; training, knowledge transfer, and post-installation support as required.

Park Site Locations, Descriptions, and Amenities

CITY PARK - 6600 SUNSET STRIP SUNRISE, FL 33313, Exhibit "A"

1. General Park Description: City Park features an expansive 140-yard multipurpose field for community events, concerts, and sports; a quarter-mile walking path with seven (7) outdoor exercise stations; a covered amphitheater stage; two (2) covered event rental pavilions with gas grills; soccer-themed splash pad and sun-shaded playground; three (3) fully covered outdoor basketball courts with professional rims and backboards; two (2) newly resurfaced regulation tennis courts; two (2) small pavilions, each accommodating 20-30 people, with tables and a gas grill.
2. Amenities: amphitheater/stage; basketball; bike rack; bike repair station; fitness stations; multipurpose field; picnic pavilions; playground; restrooms; splash pad; tennis; walking path.
3. Capacity: 100+

ROARKE HALL - 1720 NW 60 AVENUE SUNRISE, FL 33313, Exhibit "B"

1. General Park Description: Roarke Hall features a pool, splash pad, restroom facilities, and Boys and Girls Club
2. Amenities: Children's Pool; Restrooms; Splash Pad
3. Capacity: 50+

VILLAGE BEACH CLUB - 6767 NW 24TH STREET SUNRISE, FL 33313, Exhibit "C"

1. General Park Description: Village Beach Club features a free-form pool; restroom facilities.
2. Amenities: Children's Pool; Restrooms; Splash Pad

3. Capacity: 50+

The following describes the Services to be performed for the City and provides all mandated requirements:

General Broadband Project Requirements

1. The project must constitute a comprehensive turn-key solution delivered by the awarded Vendor.
2. Utilization of widespread bands (2.4, 5, and 6 GHz) with coverage extending to all park areas.
3. Inclusive hardware and software programming for all necessary configurations.
4. Inclusion of any required electrical work, including low voltage and weatherproofing.
5. Identification and inclusion of all network LAN wiring (copper or fiber).
6. Documentation and labeling of all patch panels, access points, cable drops, and project-related equipment.
7. Provision and installation of all essential equipment.
8. The proposed solution shall deliver at least 1 Gbps throughput per client device.
9. Submission of proposals with cost estimates, project timelines, and relevant information by the specified deadline.
10. Provision of comprehensive documentation, including network diagrams, configuration details, and relevant information for future reference and maintenance.
11. Obtain necessary permits before installing any equipment.

Testing, Documentation, and Additional Project Requirements

1. Contractor must provide project documentation with detailed diagrams for each park site after project completion. The City of Sunrise must sign off on the documentation from each site before the project can be considered closed.
2. Contractor must provide test results and certifications of all access point connections at each park site, illustrating and maintaining gigabit throughput connection speeds to each access point. The City of Sunrise must sign off on the test results for the three (3) park sites before the project can be deemed closed out.
3. Contractor must submit a field-test heat map for each site (e.g., City Park, Roarke Hall, and Village Beach Club) displaying bandwidth throughput metrics for each Access Point (AP).
4. Contractor must provide all project documentation describing the equipment utilized to complete this project, including diagrams.
5. Utilize 2.4 GHz, 5 GHz, and, where feasible, 6 GHz bands to provide pervasive coverage across all user areas.
6. Provide a mix of indoor and outdoor access points with appropriate antenna patterns (e.g., sector, stadium, or omni) to achieve uniform signal quality and capacity during peak events.
7. Provide network security gateway/firewall capacity sufficient for ≥ 3 Gbps aggregate throughput for the combined parks environment, with traffic shaping, content filtering, and policy enforcement to be configured in collaboration with the City.

8. Provide switching at field enclosures with fiber uplinks; each enclosure should support a minimum 10 Gbps backhaul connection to the distribution/core layer (where available at the site).
9. All exposed cabling and conduit shall be rated for outdoor use; install using electrical-grade PVC or equivalent weather-resistant conduit as applicable. All cabling must be labeled end-to-end and documented on as-built drawings and patch panel schedules.
10. Include all required electrical work (including low-voltage) and required permitting to deliver a fully operational system.
11. Provide a centralized, secure management portal/dashboard accessible to City IT staff for monitoring, configuration, and reporting.
12. Include configuration of the Wi-Fi environment (SSIDs, splash page, acceptable-use/content filtering, QoS, VLANs, DHCP/DNS integration as applicable).
13. LAN media may include copper and/or fiber; Vendor is responsible for identifying all required pathways and terminations.
14. Submit a detailed implementation plan and schedule, and coordinate change windows with the City before deployment.
15. Provide training, documentation, and knowledge transfer for City IT staff upon completion.

Warranty and Maintenance

The Contractor must provide a minimum of three (3) years warranty on all furnished hardware and a minimum of three (3) years of maintenance, monitoring, and on-site support commencing upon City acceptance of the project. Maintenance shall include firmware/software updates, proactive monitoring, and break/fix services in accordance with industry best practices.

Additional Information

Utilization of Minority / Women's / Labor Surplus Firms

The City of Sunrise, in accordance with the requirements as stated in 2 C.F.R. § 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent contract whenever possible. As such any Bidder utilized by the City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with § 2 CFR 200.321. More specifically, if subcontracts are to be let, through a prime Bidder, that Bidder is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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

Prior to any contract award, the Bidder must document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their Proposal. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services (Office of Supplier Diversity) and Broward County Office of Economic and Small Business Development.

Suspension and Debarment

Pursuant to Section 2 C.F.R. 200.213, Code of Federal Regulations, City of Sunrise is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The City of Sunrise will access SAM Exclusions through the Internet, currently at https://www.sam.gov. SAM Exclusions is a widely available source of the most current information about persons who are excluded or disqualified from covered transactions.

This project is a federal U.S. Department of Housing and Urban Development (HUD) Community Block Grant CARES Act passthrough grant implemented by the Florida Department of Commerce and is subject to the requirements contained herein.

All CDBG funds must be administered in compliance with the following federal laws:

- Title VI of the Civil Rights Act-No person shall be discriminated under any program or activity receiving federal funds on the basis of race, color, or national origin. (24 CFR Part 1).
- Title VIII of the Civil Rights Act of 1968-Fair Housing Act-prohibiting housing discrimination on the basis of race, color, religion, sex and national origin (24 CFR 570.614)
- Americans with Disability Act (ADA)-prohibiting employment discrimination and newly constructed or renovated for use by public entity be designed and constructed so that the facility is readily accessible to and usable by persons with disabilities.
- Age Discrimination Act of 1975-prohibiting discrimination based on age under any program or activity receiving federal assistance.
- Section 3 of the Housing and Community Development Act of 1968.
- Environmental Review Hazards-Including Lead, Mold and Asbestos detection and remediation requirements consistent with federal guidelines.

The below attachments are incorporated herein by reference:

Attachment “1”-CFR 200 Appendix II, attached hereto and incorporated by reference.
Attachment “2”-Davis Bacon Act- Wage Determination February 2024
Attachment “3”-Grant Agreement H2461-A1 and Amendment 1, attached hereto and incorporated by reference.
Attachment “4”-Certification Regarding Lobbying
Attachment “5”-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

EXHIBIT II

COST PROPOSAL

Item No.	Description	Total Cost
1.	Turn-key solution for high-speed Wi-Fi internet access at City Park 6600 Sunset Strip Sunrise, FL 33313	$15,194.00
2.	Turn-key solution for high-speed Wi-Fi internet access at Roarke Hall 1720 NW 60 Avenue Sunrise, FL 33313	$18,019.00
3.	Turn-key solution for high-speed Wi-Fi internet access at Village Beach Club 6767 NW 24th Street Sunrise, FL 33313	$92,410.00

GRAND TOTAL (Items 1-3) $125,623.00

One hundred twenty-five thousand six hundred and twenty-three dollars and zero cents
(Written Amount)

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EXHIBIT III

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT IV

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 _____

CITY OF SUNRISE FLORIDA

WiFi Project Location: Village Multi Purpose Center & City Park
Address: 6600 Sunset Strip

Legend
Park Boundary

N W E S

0 55 110 220 Feet

Exhibit "A" - CITY PARK SITE MAP

CITY OF SUNRISE FLORIDA

Wifi Project Location: Roarke Hall
Address: 1720 NW 60th Avenue

Legend
Park Boundary

N
W E
S

0 12.5 25 50
Feet

Exhibit "B" -ROARKE HALL SITE MAP

CITY OF SUNRISE FLORIDA

Wifi Project Location: Village Beach Club
Address: 6767 NW 24 St

Legend
Park Boundary

N W E S

0 15 30 60 Feet

Exhibit "C" - VILLAGE BEACH CLUB SITE MAP

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

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

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

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

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

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

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

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

"General Decision Number: FL20250107 08/15/2025

Superseded General Decision Number: FL20240107

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	04/04/2025
2	08/15/2025

ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN	$ 40.25	15.20

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	$ 40.40	14.90
Cranes 130-300 Ton	$ 39.38	14.90
Cranes 76 ton to 129 Ton	$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class	$ 27.00	14.90
Drill Rig, Truck Mounted,		

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     Watson Class.............$ 32.75            14.90
OPERATOR:  Oiler..............$ 27.53            14.90
----------------------------------------------------------------
 IRON0272-005 10/01/2024

                                  Rates          Fringes

IRONWORKER, STRUCTURAL...........$ 28.84            15.72
----------------------------------------------------------------
 LABO1652-004 05/01/2018

                                  Rates          Fringes

LABORER:  Grade Checker..........$ 22.05             7.27
----------------------------------------------------------------
* PAIN0365-007 08/01/2025

                                  Rates          Fringes

PAINTER:  Brush, Roller and
Spray............................$ 27.00            14.78
----------------------------------------------------------------
*  SUFL2009-146 06/24/2009

                                  Rates          Fringes

CARPENTER, Includes Form Work....$ 17.00 **          2.51

CEMENT MASON/CONCRETE FINISHER...$ 15.00 **          8.64

LABORER:  Common or General......$  9.87 **          3.24

LABORER:  Landscape..............$  7.25 **          0.00

LABORER:  Pipelayer..............$ 14.00 **          2.42

LABORER: Power Tool Operator
(Hand Held Drills/Saws,
Jackhammer and Power Saws
Only)............................$ 10.63 **          2.20

OPERATOR:  Asphalt Paver.........$ 11.59 **          0.00

OPERATOR:  Backhoe Loader
Combo............................$ 16.10 **          2.44

OPERATOR:  Backhoe/Excavator.....$ 18.77             1.87

OPERATOR:  Bulldozer.............$ 14.95 **          0.81

OPERATOR:  Grader/Blade..........$ 16.00 **          2.84

OPERATOR:  Loader................$ 14.00 **          2.42

OPERATOR:  Mechanic..............$ 14.32 **          0.00

OPERATOR:  Roller................$ 10.95 **          0.00

OPERATOR:  Scraper...............$ 11.00 **          1.74

OPERATOR:  Trackhoe..............$ 20.92             5.50

OPERATOR:  Tractor...............$ 10.54 **          0.00

TRUCK DRIVER, Includes Dump
Truck............................$  9.60 **          0.00

TRUCK DRIVER:  Lowboy Truck......$ 12.73 **          0.00

TRUCK DRIVER:  Off the Road
Truck............................$ 12.21 **          1.97
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.75) or 13658
($13.30).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
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they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

===

END OF GENERAL DECISION"

DocuSign Envelope ID: 470717DC-AE28-4CA7-BA26-C66B4D610AA1

Attachment "3"

Subgrant Contract Number: 22CV-E04
FLAIR Contract Number: H2461
CFDA Number: 14.228

State of Florida
Department of Commerce

Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce"), and City of Sunrise, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act) makes available $5 billion in Community Development Block Grant coronavirus response (CDBG–CV) funds to prevent, prepare for, and respond to coronavirus.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, Commerce is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, Commerce is authorized to distribute CDBG-CV funds to the Subrecipient so that the Subrecipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Subrecipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, Commerce and the Subrecipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Subrecipient's Florida CDBG-CV Application for Funding submitted by the Recipient on November 1, 2021.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Subrecipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on March 31, 2025 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement and Commerce may accept or reject any proposed modification based on Commerce's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Subrecipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Subrecipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. Commerce shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to Commerce in its sole discretion, and Commerce's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Subrecipient's control, and include a performance plan that demonstrates the Subrecipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce may take into consideration the Subrecipient's progress and verifiable achievements at Commerce's sole and absolute discretion. Upon expiration or termination of this Agreement, the Subrecipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) The Subrecipient will provide a financial and compliance audit to Commerce, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date Commerce issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that Commerce closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Subrecipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by Commerce. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Subrecipient shall comply with the following procedures:

1. Funds that are advanced to a Subrecipient pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Subrecipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Subrecipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Subrecipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R.
part 200 if it expends $750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@commerce.fl.gov. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to Commerce if an audit is not required because the local government spent less than $750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Subrecipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Subrecipient shall provide Commerce with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Subrecipient shall provide any additional program updates or information upon request by Commerce. If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed, or Commerce may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Subrecipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Subrecipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by Commerce staff and limited scope audits. The Subrecipient shall comply and cooperate with any monitoring deemed appropriate by Commerce. If Commerce determines a limited scope audit of the Subrecipient is appropriate, the Subrecipient shall comply with any additional instructions provided by Commerce to the Subrecipient regarding such audit. The Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) Commerce shall monitor the Subrecipient's performance through desk monitorings and on-site monitoring visits. The Subrecipient shall always and contemporaneously maintain at Subrecipient's work sites and make available to Commerce immediately upon Commerce's request all Subgrant's records and documentation, including but not limited to: all Subrecipient's consultants' work products produced in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation. The Subrecipient shall supply data and make records available as necessary for Commerce staff to complete an accurate evaluation of contracted activities. Commerce will issue a monitoring report to the Subrecipient after each monitoring event. The Subrecipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of Commerce's monitoring report. Commerce will clear any findings or concerns in writing once the Subrecipient has successfully addressed them. Commerce will reject a Subrecipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and Commerce harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against Commerce, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Subrecipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State

of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors; provided, however, that Subrecipient shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

(e) Further, Subrecipient shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Subrecipient's products or Commerce's operation or use of Subrecipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subrecipient's opinion is likely to become the subject of such a suit, Subrecipient may, at Subrecipient's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subrecipient is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Subrecipient shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

(f) Subrecipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Subrecipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subrecipient's sole expense, and (3) assistance in defending the action at Subrecipient's sole expense. Subrecipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subrecipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Subrecipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Subrecipient or its affiliates to the State against any payments due Subrecipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. Commerce may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in the Subrecipient's Application for Funding, this Agreement, or any previous agreement with Commerce is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with Commerce and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by Commerce;

(c) If the Subrecipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by Commerce; or

(d) If the Subrecipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending Commerce's Implementation Workshop.

(11) Remedies.

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

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by Commerce, in conformity with Paragraph (14) of this Agreement, Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

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

(d) Demand that the Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

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

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

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

(f) Pursuing any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by Commerce will not affect, extend, or waive any other right or remedy available to Commerce, or affect the later exercise of the same right or remedy by Commerce for any other default by the Subrecipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by Commerce, which shall reduce the decision to writing and serve a copy on the Subrecipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Subrecipient files a petition for administrative hearing with Commerce's Agency Clerk. Commerce's decision on the petition shall be final, subject to the Subrecipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) Commerce may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to the Subrecipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient 14-days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for

which the award was made. The Subrecipient shall continue to perform any work not terminated. The Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Subrecipient shall not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to Commerce because of any breach of the Agreement by the Subrecipient. Commerce may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due Commerce from the Subrecipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG-CV inbox at CDBG-CV@commerce.fl.gov.

(b) The name and address of the grant manager for this Agreement is:

Ava Dillard, Government Operations Consultant III
Florida CDBG-CV Program
Department of Commerce
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8435 – Fax: (850) 922-5609
Email: Ava.Dillard@commerce.fl.gov; CC: CDBG-CV@commerce.fl.gov

(c) The name and address of the secondary grant manager for this Agreement is:

Elliott.Smith, Government Operations Consultant II
Florida CDBG-CV Program
Department of Commerce
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8402– Fax: (850) 922-5609
Email: Elliott.Smith@commerce.fl.gov; CC: CDBG-CV@commerce.fl.gov

(d) The name and address of the Recipient Project Contact for this Agreement is:

City of Sunrise
Isabel Blanco, Grants Manager
10770 West Oakland Park Boulevard
Sunrise, Florida, 33068
Telephone: (954) 572-2315
Email: IBlanco@Sunrisefl.gov

(e) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

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(15) Contracts.

(a) If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to Commerce for prior written approval. For each contract, the Subrecipient shall report to Commerce as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Subrecipient. The Subrecipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold Commerce and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Subrecipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Subrecipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation, the Subrecipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Subrecipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Subrecipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables
Attachment B – Project Detail Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – Project Specific Conditions
Attachment F – State and Federal Statutes, Regulations, and Policies
Attachment G – Civil Rights Requirements
Attachment H – Reports
Attachment I – Warranties and Representations

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Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

Attachment L – CDBG-CV Subrogation Agreement

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Two Hundred Sixty-Eight Thousand Three Hundred Thirty-Two Dollars and Ninety-Three Cents ($268,332.93), subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) Commerce will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Subrecipient hereby certifies to Commerce that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Commerce has included, and the Subrecipient shall perform, any necessary special conditions added to Attachment D by Commerce, where Commerce's grant manager determined at the site visit that any of the Subrecipient's procedures were deficient.

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, provided by Commerce, must approve the submission of payment requests on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate, and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from Commerce.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient to complete any Project Implementation Deliverables listed in Attachment B. The Subrecipient shall send a representative, either an employee or an elected official, to Commerce's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. Commerce shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its subrecipients, contractors,

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subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Subrecipient may request reimbursement for eligible application preparation costs that were listed in the Subrecipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid to the Recipient.

(c) The Subrecipient shall refund to Commerce any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by the Subrecipient within 30 calendar days after Commerce has notified the Subrecipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, the Recipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in its Application for Funding, in this Agreement, in any later submission or response to a Commerce request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. Commerce may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

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

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., 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 $35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Subrecipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., 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. The Subrecipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Subrecipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

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

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

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement. In addition, the Subrecipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to Commerce for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to Commerce for each subcontractor. A completed Form CV-37 must be received by Commerce before the Subrecipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by Commerce before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) The Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to Commerce any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

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

(b) The Recipient certifies, by its signature to this Agreement, that:

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

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

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

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

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

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

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

(d) Within 30 calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records made or received by the Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify Commerce of the receipt and content of such request by sending an email to PRRequest@commerce.fl.gov within one business day from receipt of such request.

(b) The Subrecipient shall keep and maintain public records, on-site as required by Commerce, to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient"), the Subrecipient shall transfer to Commerce, at no cost to Commerce, all public records upon

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completion including termination, of this Agreement, or keep and maintain public records required by Commerce to perform the service. If the Subrecipient transfers all public records to the public agency upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify the Recipient of the request as soon as practicable, and the Subrecipient must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If the Subrecipient does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Subrecipient who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Subrecipient shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. The Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient does not transfer the records to Commerce upon completion, including termination, of the Agreement.

(i) IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, contractors,

or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of Commerce. The Subrecipient is prohibited from using Agreement information, or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.

(l) The Subrecipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if the Subrecipient does not comply with this provision.

(25) Employment Eligibility Verification

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

(b) In accordance with Section 448.095, F.S., the State of Florida expressly requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. An employer shall verify each new employees' employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Subrecipient shall report to Commerce all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form CV-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Subrecipient shall return all program income generated after closeout to Commerce. The Subrecipient shall return all program income generated prior to closeout to Commerce unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. Commerce or the State may require remittance of all or a portion of any balance of a Subrecipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in

this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Subrecipient represent to others that, as the Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so.

(c) Neither the Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, the Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, the Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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State of Florida
Department of Commerce
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22CV-E04

FLAIR Contract Number: H2461

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Sunrise

By: _____ Date: 4/12/24
(Authorized Signature)

Name: Mark S. Lubelski

Title: City Manager

Florida Department of Commerce

By: _____ Date: _____
(Authorized Signature)

Name: J. Alex Kelly

Title: Secretary

Federal Tax ID#: 59-0944587

Unique ID #: G4JMYYE3BF61

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

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Attachment A – Project Description and Deliverables

1. **PROJECT DESCRIPTION:** The City of Sunrise ("Subrecipient") has been selected to participate in the CDBG-CV Program. The Subrecipient will use CDBG-CV funds to install broadband in City-owned properties. The facilities are Roarke Hall, located at 1720 NW 60th Avenue, Sunrise, FL; City Park, located at 6600 Sunset Strip, Sunrise, FL; and Village Beach Club, located at 6767 NW 24th Street, Sunrise, FL. The broadband installation will address internet accessibility as well as the remote-employment and educational needs of the City's low- and moderate-income residents. The project qualifies using the Benefit to Low-to-Moderate Income (LMI) Persons: Area Benefit national objective, using the HUD 2011-2015 update to the 2010 Census.

2. **SUBRECIPIENT RESPONSIBILITIES**: The Subrecipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to a written budget ("Project Detail Budget"), subject to the approval of Commerce and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Subrecipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of Commerce or by mutual consent of the Parties.

3. **COMMERCE'S RESPONSIBILITIES:** Commerce shall receive and review the Project Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, Commerce shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

4. **DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	**Minimum Level of Service (to Submit a Request for Payment)**	**Financial Consequences**
The Subrecipient shall complete the Project Implementation tasks listed below.	The Subrecipient shall be reimbursed upon completion of a minimum of one (1) Project Implementation task on a per completed task basis. The Recipient's completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 2 – Construction Services – Public Facilities Improvements		
Tasks	**Minimum Level of Service (to Submit a Request for Payment)**	**Financial Consequences**
The Subrecipient shall complete the Construction tasks listed in Attachment A – Project Description.	Following a draw for mobilization*, the Subrecipient shall be reimbursed upon completion of a	Failure to perform the Minimum Level of Service shall result in

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	minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar Commerce-approved industry-	nonpayment for this deliverable for each payment request..
		Total Award Not to Exceed $268,332.93

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient's area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Maintained client files,
- Attended meetings of the Subrecipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by Commerce,
- Prepared requests for funds for submission by the Subrecipient's authorized employee,
- Prepared subgrant modification documents for the Subrecipient to submit to Commerce,
- Prepared the Administrative Closeout Report for submission by the Subrecipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to Commerce,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Subrecipient to submit to Commerce or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

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Attachment B – Project Detail Budget (Example)

Recipient: City of Sunrise **Modification Number:** N/A **Contract Number:** 22CV-E04

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG-CV Amount	Other Funds	Source*	Total Funds
							Totals:				

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

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Attachment C – Activity Work Plan (Example)

Recipient: City of Sunrise Activity: Project Budget: $268,332.93

Contract Number: 22CV-E04 Date Prepared: Modification Number: N/A

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to Commerce.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**

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Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
   a. Within 120 calendar days of the subgrant award, the Subrecipient shall complete the following activities:
      - Request approval for all professional service contracts; and
      - Submit an initial payment request for administrative services, if applicable.
   b. Within 180 calendar days of the subgrant award, the Subrecipient shall complete the following activities:
      - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to Commerce for review; and
      - Request a wage decision(s) using Commerce form CV-56 for applicable construction activities if points were received on the application for "Readiness to Proceed;"
   c. The Subrecipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and Commerce's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.
   d. If the Subrecipient did not receive points for "Readiness to Proceed," it must request a wage decision(s) using Commerce form CV-56 at least 30 days before advertising for its construction procurement.

2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detail Budget, Attachment A- Project Description and Deliverables, Subrecipient Responsibilities, and Attachment C - Activity Work Plan.

3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to Commerce, unless pre-agreement costs were approved in writing by Commerce.

4. The Subrecipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).

5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
   a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
   b. A Subrecipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

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c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;

d. Nothing in subparagraphs a., b., or c., above shall preclude the Subrecipient from using additional media to solicit bids related to procurement of professional services and construction activities;

e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;

f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Subrecipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and

g. Any RFP which includes more than one service shall provide the following:

- Proposals may be submitted for one or more of the services;
- Qualifications and proposals shall be separately stated for each service; and
- Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.

6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.

7. The Subrecipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.

8. A Subrecipient may use the design engineer for services during construction if Commerce determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.

9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.

10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Subrecipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.

11. The Subrecipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to Commerce for review:

a. A copy of the Request for Proposals (RFP);

b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;

c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);

d. Documentation of all efforts to get MBE/WBE firms to submit proposals;

e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

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f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;

g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;

h. A copy of a cost analysis for all procurements of engineering services;

i. A copy of the minutes from the commission/council meeting approving contract award;

j. A copy of the proposed contract;

k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over $150,000;

l. If a protest was filed, a copy of the protest and documentation of resolution;

m. The Subrecipient shall request Commerce's approval of a single source procurement if only one firm was considered and the contract exceeds $35,000. The Subrecipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from Commerce. Failure to secure prior written approval shall relieve Commerce of any obligation to fund the said procurement contract or agreement. Commerce shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained Commerce's approval; and

n. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.

Commerce will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed $5,000, the Subrecipient shall complete the following:

a. Submit for Commerce's approval the documentation required in paragraph 11 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.

b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. **The Subrecipient shall not commit funds or begin construction before Commerce has issued the "Authority to Use Grant Funds."**

c. The Subrecipient shall obtain approval from Commerce prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.

13. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

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If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Subrecipient shall, prior to being reimbursed for more than $15,000 for administrative services, provide to Commerce a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish Commerce, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed $35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until Commerce has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Subrecipient shall submit the following procurement documents:

    a. A copy of the bid advertisement, including an affidavit of publication;
    b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
    c. A copy of the bid tabulation sheet;
    d. A copy of the engineer's recommendation to award;
    e. A letter requesting sole source approval, if applicable;
    f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
    g. Completed copies of the following forms for all prime contractors and subcontractors:
        - Form CV-51 – Bidding Information and Contractor Eligibility;
        - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
        - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
        - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
        - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
        - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

    For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Subrecipient shall submit the following procurement documents for all prime contractors and subcontractors:

    a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
    c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
    d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

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16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from Commerce, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.

17. For construction projects, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:

    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
    c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.

18. The Subrecipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).

19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Subrecipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:

    - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
    - The CDBG-CV portion of the cost of post-administrative closeout audits.

20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.

21. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

22. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.

23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to Commerce within 30 calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:

    a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

24. If required, the Subrecipient shall submit a final Form HUD 2880, to Commerce with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

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25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Subrecipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Subrecipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

(Unlock document and type in special conditions or "Not Applicable." here.)

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Attachment F – State and Federal Statutes, Regulations, and Policies

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (https://www.hudexchange.info/community-development/cdbg-memoranda/);
9. Applicable HUD Community Planning and Development Notices (https://www.hudexchange.info/manage-a-program/cpd-notices);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L 114-261.

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34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG-CV funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. The Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);

2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;

3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the year on the Subrecipient's website;

4) Establish a system to record the following for each fair housing call:

   a) The nature of the call,

   b) The actions taken in response to the call,

   c) The results of the actions taken, and

   d) If the caller was referred to another agency, the results obtained by the referral agency;

5) Conduct at least one fair housing activity each year; and

6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

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Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;

2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;

3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the year on the Recipient's website; and

4) Establish a system to record the following for each EEO call:
   a) The nature of the call,
   b) The actions taken in response to the call, and
   c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities;
   b) Has a record of such an impairment; or
   c) Is regarded as having such an impairment.

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the year on the Subrecipient's website; and

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4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call, and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

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Section 3 Required Language

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Subrecipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

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Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that City of Sunrise shall comply with all the provisions and Federal regulations listed in this attachment.

By: _____ **Date:** 4/12/24

Name: Mark S. Lubelski

Title: City Manager

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Attachment H – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report,** Form SC-65, must be submitted to Commerce 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Subrecipient to meet the terms of this Agreement.

2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the Commerce's SERA reporting system at https://deosera.my.salesforce.com/. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report,** Form SC-62, must be submitted to Commerce within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Subrecipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to Commerce before the Subrecipient has submitted its Final Request for Funds.

   The following documentation shall be provided with the Administrative Closeout Report:

   a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;

   b. Documentation of any leverage expended after the last on-site monitoring visit;

   c. Documentation of fair housing activities conducted after the last on-site monitoring visit;

   d. Documentation that all citizen complaints related to the project have been resolved;

   e. A list of the homes receiving direct benefit, if applicable; and,

   f. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to Commerce no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to Commerce no later than nine months from the end of the Recipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@commerce.fl.gov within 60 calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by

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Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through Commerce's SERA reporting system by July 31, annually. Commerce maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. Commerce will not reimburse a payment request for less than $5,000 unless it is the final payment request. Each payment request must include an invoice from the Subrecipient to Commerce and copies of all invoices that the Subrecipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Subrecipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

   For each Commercial Revitalization, Economic Development, Neighborhood Revitalization, and CDBG-CV payment request that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. The Subrecipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

   If the Subrecipient needs to remit funds to Commerce, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Subrecipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

   If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.

   A. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   B. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated a financial hardship.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the Commerce grant manager for this Agreement.

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Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Subrecipient's financial management system shall include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

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The administration of resources awarded by Commerce to the **Subrecipient** may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the **Subrecipient** agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the **Subrecipient** is appropriate, the **Subrecipient** agrees to comply with any additional instructions provided by Commerce staff to the Recipient regarding such audit. The **Subrecipient** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends $750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.

3. If the Subrecipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend $750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

https://harvester.census.gov/facweb/Resources.aspx

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PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:

   A. Department of Commerce
   Financial Monitoring and Accountability (FMA)
   The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov

B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/2. Copies of audit reports for audits conducted in accordance

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with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in; 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

   A. Commerce at the following address:

      Electronic copies: Audit@commerce.fl.gov

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, FL 32399-1450

      Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients and subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

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Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	$268,332.93
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R.§§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.332 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

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Attachment K – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Recipient: City of Sunrise	
FEIN:	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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State of Florida
Department of Commerce
Federally-Funded Community Development Block Grant CARES (CDBG-CV)
Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between the City of Sunrise (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant CARES Act Program (the "CDBG-CV Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "CARES Act Program" and collectively, the "CARES Act Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to

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Attachment L – CDBG-CV Subrogation Agreement

Commerce, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

City of Sunrise		**Florida Department of Commerce**	
By: _____ (Authorized Signature)	Date: 4/12/24	By: _____ (Authorized Signature)	Date: _____
Name: Mark S. Lubelski		Name: J. Alex Kelly	
Title: City Manager		Title: Secretary	

Docusign Envelope ID: 2D76C825-2CDD-4194-9728-A2090181EA26

Modification Number 1 to Subgrant Agreement Between the Florida Department of Commerce and the City of Sunrise, Florida

This Modification Number 1 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and the City of Sunrise, Florida, ("the Subrecipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Subrecipient entered into **Contract Number** 22CV-E04, **FLAIR Contract Number** H2461, on March 25, 2024 ("the Agreement"), pursuant to which Commerce provided a subgrant in the amount of $268,332.93 to the Subrecipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Subrecipient desire to modify the Agreement;

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

☐ **Revise the Activity Work Plan**

1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

2. Attachment ___, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment ___, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

3. Attachment ___, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment ___, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

Docusign Envelope ID: 2D76C825-2CDD-4194-9728-A2090181EA26

Subrecipient: City of Sunrise

Modification Number: 1

Contract Number: 22CV-E04

FLAIR Contract Number: H2461

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.

7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

   (3) Period of Agreement

   This Agreement begins on March 1, 2022, (the "Effective Date") and ends on March 31, 2026 (the "Expiration Date") unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

☒ **Other:**

9. This agreement is reinstated as though it was never expired.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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Subrecipient: City of Sunrise

Modification Number: 1

Contract Number: 22CV-E04

FLAIR Contract Number: H2461

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

By: _____

Name: J. Alex Kelly

Title: Secretary

Date: _____

Subrecipient: City of Sunrise, Florida

By: _____

Name: Mark S. Lubelski

Title: City Manager

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

ATTACHMENT "4"
CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____
Name of Proposer

_____
Signature of Authorized Representative

_____
Printed Name and Title of Authorized Representative

_____
Date

ATTACHMENT "5"
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions:

1. By signing and submitting this form, the Proposer (prospective lower tier participant) is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Name of Proposer

_____

Signature of Authorized Representative

_____

Printed Name and Title of Authorized Representative

_____

Date

RFP 26-01-11-HR Wi-Fi at three (3) Sunrise City park sites
Evaluation and Ranking

VENDOR		AccessAgility, LLC			Acordis International Corp.			Ceragon Networks, Inc.		
Criteria No.	Points	Evaluator No. 1	Evaluator No. 2	Evaluator No. 3	Evaluator No. 1	Evaluator No. 2	Evaluator No. 3	Evaluator No. 1	Evaluator No. 2	Evaluator No. 3
1	Organizational Overview Qualification, Key Personnel, demonstrated experience as it relates to this RFP. Possible Points: 20	15	10	10	19	19	20	18	14	10
2	Method Firm's Technical Response to RFP's Scope of Service. Possible Points: 20	17	12	10	17	20	20	16	15	10
3	Capacity Firm's Capacity to effectively deliver service/ Strategic Approach / Delivery. Possible Points: 30	20	15	15	29	30	28	20	10	15
4	Cost Proposal. Price Point Methodology (A/B x C = D), Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. Possible Points: 30	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing	52	37	35	65	69	68	54	39	35
	Average Points - without pricing points		41.33			67.33			42.67	
	Pricing Points		30.00			19.70			22.99	
	TOTAL POINTS		71.33			87.04			65.66	
	Proposed Price		$82,500.00			$125,623.00			$107,662.00	
	Rank Position		2			1			5	

VENDOR		Step CG, LLC			Total Network Consulting, LLC			Wifinium, LLC		
Criteria No.	Points	Evaluator No. 1	Evaluator No. 2	Evaluator No. 3	Evaluator No. 1	Evaluator No. 2	Evaluator No. 3	Evaluator No. 1	Evaluator No. 2	Evaluator No. 3
1	Organizational Overview Qualification, Key Personnel, demonstrated experience as it relates to this RFP. Possible Points: 20	17	15	10	16	15	10	16	18	16
2	Method Firm's Technical Response to RFP's Scope of Service. Possible Points: 20	14	15	15	15	10	10	19	15	15
3	Capacity Firm's Capacity to effectively deliver service/ Strategic Approach / Delivery. Possible Points: 30	25	15	15	20	15	15	25	15	20
4	Cost Proposal. Price Point Methodology (A/B x C = D), Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. Possible Points: 30	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing	56	45	40	51	40	35	60	48	51
	Average Points - without pricing points		47.00			42.00			53.00	
	Pricing Points		20.93			28.23			10.47	
	TOTAL POINTS		67.93			70.23			63.47	
	Proposed Price		$118,272.00			$87,663.60			$236,334.00	
	Rank Position		4			3			6	

RANKING

1 - Acordis International Corp. *
2 - AccessAgility, LLC
3 - Total Networking Consulting, LLC
4 - Step CG, LLC
5 - Ceragon Networks, Inc.
6- Wifinium, LLC

*** Recommended for Award**

Detail by Entity Name

Florida Profit Corporation
ACORDIS INTERNATIONAL CORP.

Filing Information

Document Number	P06000091566
FEI/EIN Number	22-3938023
Date Filed	07/11/2006
State	FL
Status	ACTIVE

Principal Address

2785 N COMMERCE PKWY
Miramar, FL 33025

Changed: 01/16/2020

Mailing Address

2785 N COMMERCE PKWY
Miramar, FL 33025

Changed: 08/15/2019

Registered Agent Name & Address

Acordis International Corp
2785 N COMMERCE PKWY
Miramar, FL 33025

Name Changed: 01/27/2022

Address Changed: 01/27/2022

Officer/Director Detail

Name & Address

Title PSTD

KHAN, REHAN A
2785 N COMMERCE PKWY
Miramar, FL 33025

Title VP Ops

Khan, Narjis
2785 N COMMERCE PKWY
Miramar, FL 33025

Annual Reports

Report Year	Filed Date
2024	01/27/2024
2025	02/03/2025
2026	02/05/2026

Document Images

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01/27/2024 -- ANNUAL REPORT	View image in PDF format
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01/16/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
02/04/2012 -- ANNUAL REPORT	View image in PDF format
10/17/2011 -- Off/Dir Resignation	View image in PDF format
02/19/2011 -- ANNUAL REPORT	View image in PDF format
06/22/2010 -- ADDRESS CHANGE	View image in PDF format
02/07/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
07/03/2007 -- ANNUAL REPORT	View image in PDF format
07/11/2006 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4N **Meeting Date:** 4/14/2026

City Reference Number (C#): C26086

Item Description:

A Resolution of the City of Sunrise, Florida, authorizing the Director of Community Development to negotiate an agreement with the number one (1) ranked firm, Traf Tech Engineering, Inc., for Traffic Engineering Consultant Services; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26086

Ranking
Sunbiz - Traf Tech Engineering, Inc.

Background:

The City of Sunrise requires the services of a qualified firm to provide traffic engineering consultant services. The qualified firm must have understanding of local knowledge of City of Sunrise development review process, must have experience providing municipal traffic engineering consultant services, and knowledge of local Broward County traffic engineering standards.

The qualified firm may be requested to provide the following services on an as-needed basis:

1. Review of site plans for traffic engineering items such as access, internal circulation, sight distance, and parking, as well as attend associated meetings.
2. Review of special exceptions for associated traffic and transportation related impacts surrounding proposed uses, as well as attend associated meetings.
3. Review and/or performance of traffic studies associated with new development or redevelopment within the City of Sunrise.
4. Review of miscellaneous traffic analysis, reports, plans, and/or studies related to Development Applications and/or projects submitted to the City of Sunrise.
5. Public involvement services, including attendance, participation, and technical support at City Commission and other public or civic meetings on behalf of the City.
6. Coordinate with the Florida Department of Transportation (FDOT), Broward County, the Broward Metropolitan Planning Organization (MPO), South Florida Regional Transportation Authority (SFRTA) and other agencies on proposals and projects within the City of Sunrise as related to Traffic Engineering.
7. Investigate, analyze, evaluate and report on various traffic and transportation related matters for the City, including alternative transportation modes.
8. Review and/or performance of traffic studies associated with the City's Neighborhood Traffic Calming Program (NTCP) Applications.

To address these needs, the City issued RFQ 26-01-11-MS and six responses were received. A staff led selection committee evaluated the responses and ranked the firms based on their qualifications. The committee agreed to establish one continuing services agreement (CSA) based on contract duration and projected needs.

Authorization is requested for the Director of Community Development Department to enter into negotiations for a CSA for Traffic Engineering Consultant Services commencing with the number one ranked firm, Traf Tech Engineering, Inc. In the event that a satisfactory CSA cannot be negotiated with the top ranked firm, authorization is requested for the Director of Community Development to negotiate with the number two (2) ranked firm listed on the ranking sheet in the Agenda Item Request. If a satisfactory agreement cannot be negotiated with the number two (2) ranked firm, the Director of Community Development Department is hereby authorized to negotiate with the number three (3) ranked firm. Should this process fail to produce a satisfactory Agreement, then the City, at its discretion, will either select additional firms in order of the ranking in the Agenda Item Request and continue negotiations until the necessary Agreements are negotiated, or will solicit new Requests for Statements of Qualifications.

The initial term of the agreement will be for three years, with up to three additional one-year renewal options under the same terms and conditions.

Upon successful completion of negotiations, staff will present a continuing services agreement to the City Commission for consideration at a future City Commission Meeting.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, FCCM

Phone: 954-572-2484

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development Department

---

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO NEGOTIATE AN AGREEMENT WITH THE NUMBER ONE (1) RANKED FIRM, TRAF TECH ENGINEERING, INC., FOR TRAFFIC ENGINEERING CONSULTANT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires the services of a qualified firm or individual to provide traffic engineering consultant services; and

WHEREAS, the City issued a Request For Qualifications (RFQ) for such services and the six (6) submittals received were evaluated and ranked by a selection committee.

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

Section 1. The Director of Community Development, or designee, is hereby authorized to negotiate an agreement with the first-ranked firm, Traf Tech Engineering, Inc., to provide traffic engineering consultant services. If an agreement is not reached with the first-ranked firm, the Director of Community Development, or designee, is authorized to negotiate an agreement with the second-ranked firm on the Ranking list attached to the Agenda Item Request. If an agreement cannot be reached with the second-ranked firm, the Director of Community Development, or designee, is authorized to negotiate an agreement with the third-ranked firm on the Ranking list. Should this process fail to produce a satisfactory agreement, then the City, at its discretion, will either select additional firms from the original responses to the Request For Qualifications in the order of their competence or qualifications, and continue negotiations until an agreement is reached, or will solicit a new Request For Qualifications.

Section 2. Upon successful completion of negotiations, City staff shall present the Agreement to the City Commission for approval.

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

BID NO: RFQ 26-01-11-MS

BID TITLE: Traffic Engineering Consultant Services

OPENING DATE: February 17, 2026

TIME: 2:00 PM

COMPANY NAME	RANKING
Traf Tech Engineering, Inc.	1
HBC Engineering Company	2
BCC Engineering, LLC	3
Choice Engineering Consultants	4
Mead and Hunt	4
Lisa S Bernstein	5

BID OPENED BY:
Maria Salvatierra, MBA, CPPO, NIGP-CPP, FCCM

Detail by Entity Name

Florida Profit Corporation
TRAF TECH ENGINEERING, INC.

Filing Information

Document Number	P05000109972
FEI/EIN Number	20-3276418
Date Filed	08/08/2005
Effective Date	08/06/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/11/2006

Principal Address

8400 N. UNIVERSITY DRIVE
SUITE 309
TAMARAC, FL 33321

Changed: 03/17/2010

Mailing Address

8400 N. UNIVERSITY DRIVE
SUITE 309
TAMARAC, FL 33321

Changed: 03/17/2010

Registered Agent Name & Address

VARGAS, JOAQUIN E
4711 NW 59th Street
TAMARAC, FL 33319

Name Changed: 05/14/2009

Address Changed: 01/09/2017

Officer/Director Detail

Name & Address

Title PVST

VARGAS, JOAQUIN
4711 NW 59th Street
TAMARAC, FL 33319

Title D

VARGAS, JOAQUIN
4711 NW 59th Street
TAMARAC, FL 33319

Annual Reports

Report Year	Filed Date
2024	01/31/2024
2025	02/08/2025
2026	02/11/2026

Document Images

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01/31/2024 -- ANNUAL REPORT	View image in PDF format
04/11/2023 -- 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
04/17/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
02/22/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
01/09/2013 -- ANNUAL REPORT	View image in PDF format
01/28/2012 -- ANNUAL REPORT	View image in PDF format
06/13/2011 -- ANNUAL REPORT	View image in PDF format
03/17/2010 -- ANNUAL REPORT	View image in PDF format
05/14/2009 -- ANNUAL REPORT	View image in PDF format
01/03/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
10/11/2006 -- REINSTATEMENT	View image in PDF format
08/08/2005 -- Domestic Profit	View image in PDF format

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4O **Meeting Date:** 4/14/2026

City Reference Number (C#): C26082

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Miller Legg & Associates, Inc dba Miller Legg for Project Agreement No. PA-26-014-ML Library Square Hardscape Improvements"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

325.66.75.572.506502 - Construction Design
Project 006520 - Library Square Hardscape Improvements

Amount:

$81,115.00

ATTACHMENTS:

ATY Resolution - C26082
Project Agreement

Background:
The City of Sunrise seeks to enhance the hardscape are at the north frontage of Library Square, along Sunset Strip. The City recently completed major improvements to the site, including a new roof installation, exterior painting and stucco repairs, and construction of the Village Arts Plaza to the south, additional site upgrades at the front of Library Square are needed to address existing hardscape, drainage, and landscaping. The proposed improvements will create a more cohesive, accessible, and visually appealing environment that complements recent investments and supports community use of the Library Square facility and surrounding amenities.

This project includes the removal and replacement of deteriorated hardscape elements, installation of a new irrigation system, and implementation of updated landscape design to improve aesthetics, functionality, and stormwater performance. The scope further includes the addition of new site furniture such as benches, trash receptacles, and associated lighting enhancements to improve safety, comfort, and usability of the public space.

Staff negotiated a fee that is fair and reasonable for the scope and complexity of the work with Miller Legg and Associates, and the funds are currently budgeted for this work.

This project agreement is consistent with Item Number 3 in Exhibit 'A' Scope of Services of the 2023 Continuing Services Agreement with Miller Legg and Associates for Professional Landscape Architect Services.

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 "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND MILLER LEGG & ASSOCIATES, INC DBA MILLER LEGG FOR PROJECT AGREEMENT NO. PA-26-014-ML LIBRARY SQUARE HARDSCAPE IMPROVEMENTS"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified professional firm to provide landscape architect services; and

WHEREAS, in 2023, the City entered into a Continuing Services Agreement with Miller, Legg & Associates, Inc. d/b/a Miller Legg for professional landscape architect services; and

WHEREAS, the City has developed a Project Agreement with Miller Legg based on the firm's reasonable proposal and based on its experience and availability for these services.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Miller Legg & Associates, Inc., the "Project Agreement between the City of Sunrise and Miller Legg & Associates, Inc. d/b/a Miller Legg for Project Agreement No. PA-26-014-ML Library Square Hardscape Improvements" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk with a copy of any such extension.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 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

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

MILLER LEGG & ASSOCIATES, INC DBA MILLER LEGG

For

Project Agreement No. PA-26-014-ML

LIBRARY SQUARE HARDSCAPE IMPROVEMENTS

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Miller Legg & Associates, Inc. dba Miller Legg ("Consultant") for Professional Landscape Architect Services (hereinafter referred to as "Continuing Services Agreement") dated December 6, 2023 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, December 6, 2023 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 landscape architecture 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 SERVICES

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENT – NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 30% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Based on the 90% design documents and any adjustments to that design, the proposed

schedule, or Project budget authorized by the City, 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 continue to assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6.3 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.4 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.

2.6.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT 1, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event the Project is suspended for more than thirty (30) days, the Consultant shall also suspend 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 schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and

shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT 2. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage 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 phase of services 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 phase completion date, plus approved time extension, until completion of the phase:

Task 6 CDD Submittal/Assistance $100/day

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Brian Shore, RLA	Contract / Project Manager
C. Miguel Juncal, RLA	Project Design Lead / Landscape Architect
Michael Bradley, RLA	Landscape Architect
Liudmila Fuentes	Landscape Designer / Planner

Andrew Pereda	Landscape Designer
Michael Kroll, RLA FASLA	Principal
Martin Grinbank	Project Design Lead / Civil
Joaquin A. Mojica P.E	Project Manager
Tomas Perez	Engineer
Michael Dunshee	Engineer
William Mohler	Senior Arborist
Matt Dancho	Arborist
Marty Rossi	Senior Surveyor
Sandro Elvir	Associate Project Manager
Larisa Podolskaya	Senior CAD Technician

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written

approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $80,115.00 exclusive of authorized Reimbursable Expenses ($81,115.00 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.7 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.

5.2 Billings for each task shall not exceed the amount allocated to each task. Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task No.	Task Description	Pricing	Percent
Task 1	Topographic Survey	$8,685.00	10%
Task 2	Underground Utility Designation and Mapping	$4,935.00	6%
Task 3	Arborist Tree Inventory & Evaluation	$2,055.00	3%
Task 4	Conceptual / Schematic Design (30%)	$17,060.00	21%
Task 5	Construction Documents (90%)	$19,830.00	25%
Task 6	Community Development Department Submittal / Assistance	$9,100.00	11%
Task 7	Permitting Services	$3,130.00	4%
Task 8	Final Plans (100%)	$10,875.00	14%
Task 9	Bidding Services	$4,445.00	6%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT B Hourly Rates of the Continuing Services Agreement

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT E of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT E of the Continuing Services Agreement and EXHIBIT 2 of this Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Not to exceed $1,000.00 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 Ordinance 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 **a period of two (2) years**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination,

together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT E of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Miller Legg & Associates, Inc dba Miller Legg signing by and through its President duly authorized to execute same.

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

____ Day of _____, 2026

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT

MILLER LEGG & ASSOCIATES, INC DBA MILLER LEGG

By:_____
Michael D. Kroll, RLA FASLA
President

____ Day of _____, 2026

AUTHENTICATE:

_____
Signature

_____
Name/Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT 1

SCOPE OF SERVICES

1.0 PROJECT DESCRIPTION

1.1 The Project is generally described as follows: Consultant shall provide Survey, Utility Location, Arborist Tree Assessment, Civil, Landscape Architecture, Hardscape, and Site Lighting for the proposed improvements to Sunrise Library Square Plaza, located at 2260 NW 68th Ave, Sunrise, FL 33313. Refer to Figure 1.

2.0 BASIS OF SCOPE

The City of Sunrise seeks to enhance the north frontage of the Library Square commercial facility, located adjacent to City Park and the Village Multipurpose Building along Sunset Strip. Although the City has recently completed major improvements to the site, including a new roof installation, exterior painting, and stucco repairs, and construction of the Village Arts Plaza to the south, additional site upgrades are needed to address existing hardscape, drainage, and landscaping deficiencies.

This project includes the removal and replacement of deteriorated hardscape elements, installation of a new irrigation system, and implementation of updated landscape design to improve aesthetics, functionality, and stormwater performance. The scope further includes the addition of new site furniture such as benches, trash receptacles, and associated lighting enhancements to improve safety, comfort, and usability of the public space.

The completed improvements will create a more cohesive, accessible, and visually appealing environment that complements recent investments and supports community use of the Library Square facility and surrounding amenities.

2.1 General:

- The Client and Owner for this proposal is the City of Sunrise (City), and the Consultant is Miller Legg (Consultant).

- The purpose of this scope is to improve the existing Plaza to include the following:

  - Survey the Frontage of the plaza
  - Utility Location Services
  - Arborist Tree Assessment services
  - Site Civil
  - Hardscape
  - Landscape
  - Irrigation

- Site Lighting

- The Project Documents shall be presented within the general format outlined below as individual PDF components for individual signature by the responsible professional:

    - Conceptual Plan and Sections
    - Project Cover Sheet
    - Project Index
    - Survey
    - Site Plan
    - Site Plan Sections & Details
    - Amenities Plan & Details
    - Horizontal Control Plan
    - General Notes & Specifications
    - Site BMP Plan
    - Demolition Plan
    - Paving & Grading Plan
    - Paving & Grading Specifications & Details
    - Tree Disposition Plan
    - Planting Plan
    - Planting Specifications & Details
    - Irrigation Plan
    - Irrigation Plan Specifications & Details
    - Site Lighting Layout Plans
    - Site Lighting Specifications & Details

- City shall be responsible for coordination of the submission of the Site Plan and Community Development Department (CDD) approvals. Consultant shall provide support in the form of landscape architecture, engineering, and architecture drawings, exhibits, and calculations during this process. No other deliverables by the Consultant are included as part of the Site Plan or CDD approval process under this scope.

- Meeting attendance activities are outlined within Tasks Scope of Basic Services. No public engagement is included. If requested, additional meeting shall be provided through a Project Amendment.

- This scope includes current Florida Building Code provisions of the 8th edition, 2023 FBC. Adoption of any Florida Building Code editions beyond the 8th edition is not included in this scope but may be provided as an additional service.

- The Client design documents provided to Consultant shall meet the requirements of the 2023 Florida Accessibility Code, 8th edition, and Americans with Disabilities Act (ADA) as it relates to all issues associated with pedestrian connectivity and building access.

- Consultant will attempt to supply all required deliverables in an expeditious manner. However, Consultant has no control of City procured deliverables or Authority Having Jurisdiction (AHJ) review timelines, which may ultimately affect the Client's projected schedule. Failure to complete the Project for reasons beyond the control of Consultant will not void this agreement. Work performed will be invoiced as a percentage of the fee for said task.

- Application fees for governmental agency permitting are not included in this scope. Consultant shall prepare and update site related permitting dates and estimated permit fees during the design process.

- Consultant shall provide guidance budgeting through an Opinion of Probable Cost. Comprehensive cost-estimating services performed by an independent elevated professional cost estimator, recognized for specialized expertise. If requested, elevated and / or specialized estimating shall be provided through a Project Amendment.

- Community Development Department / Engineering and Building submittal and assistance are included within this scope. Vacating existing rights-of-ways, easements, or platting services, public outreach, site plan amendments, Developmental Review Committee (DRC) submittals, rezoning, special permit, or land use plan amendment (LUPA) processes are not included in this scope of services. If required, these can be provided as authorized by the city via addendum.

2.1 Survey:

- ALTA/NSPS Land Title Survey/ Title Exception Review, Boundary Survey is *not* required.

- Horizontal Datum will be referenced to the State Plane Coordinate System. Florida East Zone, North American Datum of 1983, Adjustment of 2011 (NAD 83/2011), will be identified on the Survey.

- Vertical Datum will be referenced to the North American Vertical Datum of 1988 (N.A.V.D. '88) and will be identified on the Survey.

- A top of the area depicted in Figure 1 shall be performed at 25' intervals or grid.

- Parking spaces will be shown and identified.

- Survey entrance to each building unit on site.

- Location of underground utilities is based on Consultant's designations. Consultant cannot guarantee that all utilities will be located.

- If Title of Opinion is not performed or provided, City assumes liability for missing recorded information.

- The trees located will be native 3-inch Diameter at Breast Height (DBH) and larger and shall be depicted as tree or palm and as DBH from approximate center of the tree or palm.

2.2 Utility Location Services:

- Utility designation is being provided in an attempt to prevent the likelihood of damage during excavation and/or provide design information. See Figure 1 for Utility Location Limits.

- Results are dependent upon field conditions at the time of locating services.

- American Public Works Association (APWA) standards are used for marking.

- Consultant shall provide marking services; CAD drawing will be provided.

- Consultant is not responsible for moved, altered, obliterated, or maintaining marks. Consultant will impose an additional fee to relocate/re-mark facilities.

- Consultant is not responsible for errors and omissions of recorded utility information.

- Information provided by Consultant is for informational purposes and is intended to be used prior to excavation. Prior to Project construction, the excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770).

- The performance of Consultant's services is limited to full and unobstructed access, including, but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks, and structures. Full cooperation from the on-site personnel is necessary to perform a complete survey.

- All fees within this proposal are based on performing each task one (1) time only. Additions or modifications to the scope, re-staking, as well as resulting CAD and Project management time, will be invoiced per the attached hourly Rate Schedule, unless said additions and modifications are requested as authorized by the City via project amendment.

2.3 Environmental:

- The trees located will be native 3-inch DBH and larger and shall be depicted as tree or palm and as DBH from approximate center of the tree or palm. Species shall be identified. Invasive/exotic trees will NOT be located and will NOT be depicted. Tree species-specific arborist identification and assessment are included.

- There are existing trees on site; tree removal may be required; the permitting agency is City of Sunrise.

- The site is not subject to any requirements stemming from a Phase 1 or Phase 2 environmental site assessments (ESA). All previous environmental reports and regulatory enforcement documents, if available, shall be required prior to the start of an Agreement.

- Services such as environmental and protected species studies/monitoring services are not included in this scope but can be provided as a project amendment at Client request.

2.4 Civil Engineering:

- Scope assumes existing utilities provide sufficient size, depth, pressure, and capacity available and accessible to the site and will serve as the source for accommodating this Project. Confirmation of capacity and connections shall be designed and coordinated. Design of sanitary lift station(s) and potable water well(s) are not anticipated and are not included in this scope.

- Engineering approvals will be required from all Authorities Having Jurisdiction (AHJs), including the City of Sunrise, Broward County (BC), Florida Department of Environmental Protection (FDEP), Broward County Resilient Environment Department (BCRED), and South Florida Water Management District (SFWMD). Issues or development code changes which differ from those in place at the time of execution of this agreement and which trigger changes or revisions to the scope at any stage of the Project, may be issued by Consultant as a project amendment. This includes but is not limited to stormwater design criteria or associated flood elevation changes.

- Legal positive outfall exists to serve the site and will be used as a means of conveying stormwater runoff.

- Consultant shall prepare stormwater management calculations. These may include preparation of drainage analysis and associated pipe/structure sizing as required for the proposed on-site improvements. confined to within the project boundary and/or project limit. Should calculations or improvements extend beyond the Project area due to Regulatory Agency review requirements, they will be provided as authorized by the city via addendum.

- FEMA floodplain analysis, study, or map amendment is not included in this scope. If required, Consultant can assist with these tasks as an additional service.

- Off-site utility improvements or extensions beyond 50 feet from property limits are not included under this scope.

- On-site engineering improvements for proposed utility connections will be designed to terminate 5 feet outside the proposed building envelope. Mechanical Engineering and Plumbing MEP subconsultant will be responsible for the design.

- Traffic, parking, or signalization studies (or updates to previously issued studies) are not included in this scope. If requested, additional studies shall be provided through a Project Amendment.

- Additional parking counts for added amenities and total parking count will be provided on the site plan.

- All required Maintenance of Traffic (MOT) designs/operations shall be provided by Contractor and approved by Owner. MOT plans are not included in the scope.

- Consultant shall prepare Stormwater Pollution Prevention Plan as required for Engineering Permitting. Plan shall outline preliminary locations of silt fences, catch basin protection, erosion and sediment control devices. Any required National Pollutant Discharge Elimination System (NPDES) permits from Florida Department of Environmental Protection (FDEP) will be obtained by the Contractor.

- Periodic inspection and reporting of the approved Stormwater Pollution Prevention (SWPP) plan per NPDES requirements is not included in the scope. If required, Consultant could assist with these tasks as an additional service.

- Civil Engineering services do not include electrical services, service lines, duct bank, or transformer design. Electrical services for irrigation and site work and site lighting shall be provided by MEP subconsultant.

2.5 Landscape Architecture / Planning / Arborist:

- Planting plans include meeting City of Sunrise minimum standards.

- Site amenities and exterior furnishings are included in this scope.

- Irrigation for the site is included in the scope of work. Point of connection will be to a municipal source.

- There are existing trees on site; tree removal may be required; the permitting agency is City of Sunrise.

- Hardscape and lighting plans designs are included.

2.6 Site Lighting:

- Prepare comprehensive construction drawings and specifications, incorporating any required adjustments from government agencies for permit approval.

- Coordinate with City-provided equipment and services within the design.

- Coordination and integration of electrical projects with Hardscape, Landscape, Civil, and Utilities.

- Electrical includes site electrical, including electrical associated with pedestrian-sized poles along the frontage of the plaza. Routing and implementation of support utilities and/or conduits are included.

- Electrical service source is assumed to be from an existing circuit located within the existing building; if the source is independent or another source, this will be an additional service.

2.7 Information to be provided by Client:

- Authorization from City shall be provided as necessary to enter the Property and conduct this investigation.

- Existing as-built plans, for analysis of existing structure review.

- Permit fees, assessments, impact fees, or other application fees associated with implementation of project scope.

- Previous reports and assessments, environmental site assessments (ESA), if available.

- Copies of all relevant data, including correspondence, reports, plans, or information in its possession, which may be beneficial to the work effort performed by the others required for Consultant's services.

3.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by consultant shall be as follows:

SURVEY TASKS

Task 1 **Topographic Survey** - Consultant shall prepare a topographic survey of the Project limits as shown in Figure 1. The survey shall show aboveground improvements, rights-of-way, and easements of record as shown on applicable recorded plats adjoining or across the property. If easements or rights-of-way of record, other than those shown on recorded plats, are required, this information must be furnished to Consultant. The survey shall show 3 cross-sections of the north façade of the building depicting building line, ceilings and columns, finished floor elevations at each door shall be measured. Topographic elevations on a 25-foot grid for hardscape areas and 25-foot for non-hardscape. Survey shall show sufficient elevation data at sidewalk ramps to allow the designer to determine ADA requirements. Trees located will be native 3-inch DBH and larger and shall be depicted as tree or palm and as DBH from approximate center of the tree or palm. Species shall be identified. Tree species-specific arborist identification and assessment are included in Task 3 Arborist Tree Inventory & Evaluation.

SUBSURFACE UTILITY ENGINEERING (Utility Location) TASKS

Task 2 **Underground Utility Designation and Mapping** – Consultant shall provide utility designation and mapping services at the above-referenced Project; see Figure 1 for Utility Location Limits. APWA standards are used for marking. Designated utilities shall be measured and mapped on the topographic survey. A subsurface ground penetrating radar (GPR) unit will be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of any detectable utility. A GPR unit can assist in identifying non-metallic utilities and other structures that are unidentifiable using traditional electromagnetic techniques. Factors such as soil moisture, clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Additionally, passive Very Low Frequency (VLF) signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically.

Designating underground utilities is not an exact science. Therefore, Consultant expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual Project. City understands that limitations within the available technology, the complexity of site conditions, and circumstances beyond the control of Consultant may limit the performance/results of Consultant's services.

The services provided by Consultant shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Consultant cannot guarantee that all utilities within any given survey area will be identified due to inherent limitations within technology and existing site conditions. Utility location is being provided in an attempt to prevent or reduce the likelihood of damage during excavation and/or provide design information.

Task 3 **Arborist Tree Inventory & Evaluation** - Consultant shall prepare a tree inventory and evaluation by an International Society of Arboriculture (ISA) Certified Arborist showing locations of trees pursuant to City of Sunrise code. Inventory shall show hardwood and palm trees only. Trees located will be 3-inch DBH and larger, within the subject property boundary. The tree inventory and evaluation shall reflect the following data to meet the requests of the City of Sunrise: tree species; common and scientific names; DBH for dicot trees; clear trunk, grey wood, or overall heights for palms; canopy spread, and general health/ condition/ hazard determination as evaluated by an ISA Certified Arborist. The location of trees will be recorded using a differential global positioning satellite (dGPS) and displayed on a map with an aerial background. This task does not include tree disposition or permitting.

Task 4 **Conceptual / Schematic Design (30%)** – Consultant shall provide initial blackline site plan layouts and 30% Opinion of Probable Cost (OPC), and Feasibility Study. Submittal documents to be submitted in presentation exhibits.

A. **Conceptual / Schematic Site Plan-** Consultant shall prepare a one (1) blackline conceptual site layout plan, including up to two (2) site cross sections (1) Revision per conceptual site layout.

B. **Conceptual / Schematic Landscape Architecture** – Consultant shall provide conceptual planting and site amenities. Irrigation shall be schematic, identifying water source and area.

C. **Conceptual / Schematic Civil Engineering –** Consultant shall analyze existing site features for demolition, paving, drainage, and water and sewer accommodations.

D. **Conceptual / Schematic Site Lighting –** Subconsultant shall provide preliminary layout and Schematic Design recommendations for electrical and other infrastructure.

E. **Conceptual Design Opinion of Probable Cost -** Consultant shall prepare a 30% Conceptual Design, Opinion of Probable Cost (OPC) for the final preferred. The opinion shall address conceptual plan, tree impacts/tree mitigation, hardscape, site amenities, earthwork, paving, drainage, and site lighting improvements.

Task 5 **Construction Documents (90%) -** Based upon the 30% submission, Consultant shall prepare construction documents**,** address comments, prepare, and submit permit documents and 90% OPC.

Consultant shall prepare Construction Documents to a level of completeness required for permitting agency submittals.

A. **Construction Documents Site Plan-** Consultant shall update Conceptual / Schematic site plan including updated color rendering.

B. **Construction Documents Tree Disposition Plan -** Consultant shall provide preliminary data required tree disposition and tree removal,

Consultant shall review tree survey and prepare data on the existing site conditions to prepare tree removal documents for the Project. The documents will designate existing trees to be preserved or removed, as well as new trees necessary for replacement credits, if required. The documents shall include plans, details, tree credit and replacement charts, and notes for the proposed tree preservation, removal, and relocation activities meeting the minimum requirements of the City. The documents will be submitted to the City for review.

C. **Construction Documents Landscape Architecture** – Consultant shall prepare 90% construction plans for Tree Removal / Mitigation, Site amenities, irrigation, and associated details.

Consultant shall develop design of site amenities and associated details. Structural footers shall be coordinated with structural subconsultant.

Consultant shall prepare planting construction documents for tree mitigation, meeting the minimum requirements for the City. The documents shall include plans, details, quantities, notes, and size specifications for the installation of the proposed landscaping and will be submitted to the City as part of the site plan package.

The construction documents will include location, quantity, and size of proposed irrigation materials for installation.

D. **Construction Documents Civil Engineering –** Based upon the City-provided programming approach, Consultant shall prepare final engineering plans, supporting documents, and calculations for site civil and utility infrastructure improvements, including site demolition/clearing, pedestrian access/circulation, paving, drainage, and final grading.

Consultant shall research and compare available utility maps, as-builts, and existing site conditions for potential limitations and conflicts of the proposed systems and other constraints that may impact design and permitting. Consultant may also reference on the civil drawings background the alignment of non-civil utilities such as chilled water, gas, IT/communication, and electrical utilities on the Construction Documents.

Consultant may also reference on the civil drawings background the alignment of non-civil utilities, such as chilled water, gas, IT/communication, and electrical utilities, on the Construction Documents.

90% CDs Construction Documents shall be used for initial permit submittals to AHJs. Final 100% CDs will be produced and issued based on revisions made as a result of the permitting process through AHJs.

Under this task Consultant shall also prepare final stormwater management calculations. This includes preliminary drainage analysis limited to the Project area (reference Figure 1).

E. **Construction Documents Site Lighting –** Subconsultant shall prepare 90% Construction Documents, and details for electrical and other infrastructure. Manufacturer cut sheets to be assembled for Client review.

F. **Construction Documents Opinion of Probable Cost** - Consultant shall prepare a construction OPC for the Project. The opinion shall address tree impacts/tree mitigation, site amenities, earthwork, paving, drainage, and electrical improvements.

Task 6 **Community Development Department Submittal / Assistance** Based upon the 90% submission, Consultant shall prepare Pre-Engineering plans for engineering and landscape review, including an updated color-rendered site plan, and assistance.

A. **Pre-Engineering Documents** Consultant shall submit final Design Development Documents to Client for Pre-Engineering review. After the initial review, Consultant will assist City responses to submission and address compiled comments in an expeditious manner.

B. **Pre-Engineering Meeting Attendance** Consultant shall attend up to two (2) in-person meetings or conference calls with City.

Task 7 **Permitting Services**

A. **Government Agency Permitting –** Consultant shall assist City in preparing and submitting site engineering permit applications, plans, and support data to AHJs outlined within Basis of Scope.

After the initial permit application submittal, Consultant will respond to and address compiled regulatory agency review comments in an expeditious manner. However, Consultant is not responsible for regulatory agency internal review timelines.

Additional permitting and coordination services because of City revisions or agency review comments, which may extend/expand the scope of the Project beyond the stipulations outlined under Basis of Scope, shall be performed as an additional service.

Task 8 **Final Plans (100%)** - Based on the City and AHJ approved 90% Construction Documents, Consultant shall prepare Final Plans to a level of completeness required for Contractor bidding. Final Plans shall be accompanied by a Final OPC.

A. **Final Tree Disposition Plans**– Subconsultant shall prepare Final Construction Documents, plan specifications, and details.

B. **Final Plans Landscape Architecture** – Subconsultant shall prepare Final Construction Documents, plan specifications, and details.

C. **Final Plans Civil Engineering –** Subconsultant shall prepare Final Construction Documents, plan specifications, and details.

D. **Final Plans Electrical –** Subconsultant shall prepare Final Construction Documents, plan, specifications, and details.

E. **Final Plans Opinion of Probable Cost –** Consultant shall prepare a construction OPC for the Project. The opinion shall address tree impacts/tree mitigation, site amenities, earthwork, paving, drainage, and electrical improvements. The OPC is not a construction estimate.

Task 9 **Bidding Services** – Consultant shall assist Client with preparing bid documents, coordinate with Client and attend up to one (1) preliminary meeting to assist City with bid documents; and respond to Requests for Information (RFIs), Bidding Contractor's RFIs. Consultant shall attend additional meetings at the direction of City upon additional service approval.

Task 10 **Reimbursables Expenses** – This fee includes reasonable expenses per Section 6.2 of Continuing Service Agreement. This limit may be increased in the event that the City authorizes via an addendum. Refer to the fee sheet for limit.

Figure 1

PROJECT LOCATION

Authorized City Representative's Initials:_____ Authorized Consultant Representative's Initials:_____

EXHIBIT 2

PROJECT SCHEDULE

Task	Task Description	Task Completion Duration In Days	Task Completion In Days Following Notice to Proceed
Task 1-3	Site Evaluation/Utility Location/ Tree Inventory	30	30
Task 4	Conceptual/Schematic Design (30%)	30	60
Task 4	30% Internal Review	30	90
Task 5	Construction Documents (90%)	28	118
Task 5	90% Internal Review	30	148
Task 6	Community Development Department Submittal/Assistance[1]	28	176
Task 7	Permitting Services	90	266
Task 8	Final Plans (100%)	28	294
Task 9	Bidding Services	90	384

[1]Denotes project milestone item per Section 2.9.3 of this project agreement

This project assumes:
Thirty days for utilities internal review of submittals
Ninety days for Community Development Department Engineering Review
Ninety days for Purchase Office to review documents and bid projects
Submission of permit application and supporting documents at the 90% design level

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Equipment

Item Number: 4P **Meeting Date:** 4/14/2026

City Reference Number (C#): C26097

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 26-37-01-WL for the purchase of one (1) Tracked Boom Aerial Lift to Cisolift Distribution USA Inc.; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
444.46.21.538.506401 - Machines and Equipment

Amount:
$59,500.00

ATTACHMENTS:

ATY Resolution - C26097
Bid Tabulation

Sunbiz - Cisolift Distribution USA Inc.

Background:
The Utilities Department, Public Works Division, is seeking to purchase a tracked boom aerial lift to perform tree maintenance, decorative light maintenance, banner installation, and other related activities in constricted locations where a bucket truck cannot be used.

The City issued Bid No. 26-37-01-WL for a Tracked Boom Aerial Lift, Model TD42T, manufactured by Niftylift, and electronically posted it on Demandstar, which was broadcast to 57 vendors registered under corresponding commodity codes. The bid opened on February 12, 2026, and nine responses were received.

The Utilities Department, and the Purchasing Office staff reviewed the responses and recommend award to the lowest responsive and responsible bidder, Cisolift Distribution USA Inc. This item is included in the adopted FY25/26 Budget and the pricing provided by Cisolift Distribution USA Inc. came within the department's budgeted amount.

No Sunrise vendors were solicited because there are no vendors listed in the Business Tax License Directory that provide this type of equipment.

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, AWARDING BID NO. 26-37-01-WL FOR THE PURCHASE OF ONE (1) TRACKED BOOM AERIAL LIFT TO CISOLIFT DISTRIBUTION USA 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. 26-37-01-WL for one (1) tracked boom aerial lift to Cisolift Distribution USA Inc. in the amount of $59,500.00 is hereby approved.

Section 2. The Procurement Manager is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

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

BID NO: BID 26-37-01-WL

BID TITLE: Niftylift Model TD42T

OPENING DATE: February 12, 2026

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
Cisolift Distribution USA Inc.	$59,500.00
Alamax Inc.	$60,455.00
Machine-FI Equipment Group	$60,950.00
PIRTEK TreasureCoast	$60,950.00
All Around Access, LLC	$61,785.00
National Lift Truck Service	$62,680.00
Swipe Resources LLC	$66,936.00
LiftSource	$68,380.00
Monmouth Solutions, Inc.	$74,499.00

BID OPENED BY:
Wendy Lorenzo, CPPB

Detail by Entity Name

Foreign Profit Corporation
CISOLIFT DISTRIBUTION USA INC.

Filing Information

Document Number	F24000004489
FEI/EIN Number	32-0784522
Date Filed	08/23/2024
State	DE
Status	ACTIVE

Principal Address

16327 OLD US 41, #301
FORT MYERS, FL 33912

Mailing Address

2915 OGLETOWN RD, #4807
NEWARK, DE 19713

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702

Name Changed: 09/15/2025

Address Changed: 09/15/2025

Officer/Director Detail

Name & Address

Title D, P

LECLERC, PASCAL
2915 OGLETOWN RD, #4807
NEWARK, DE 19713

Title D, VP, S

TOUTANT, KARINE

2915 OGLETOWN RD, #4807
NEWARK, DE 19713

Annual Reports

Report Year	Filed Date
2025	03/10/2025
2026	01/23/2026

Document Images

01/23/2026 -- ANNUAL REPORT	View image in PDF format
03/10/2025 -- ANNUAL REPORT	View image in PDF format
08/23/2024 -- Foreign Profit	View image in PDF format
08/23/2024 -- Off/Dir Resignation	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Amendment

Item Number: 4Q **Meeting Date:** 4/14/2026

City Reference Number (C#): C26083

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Twelfth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." for the Welleby Park Expansion 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 - C26083
Twelfth Amendment

Project Agreement
Project Agreement Amendments 1-11

Background:
On May 26, 2015, the City Commission approved a Project Agreement between the City of Sunrise and Kimley-Horn & Associates, Inc. (KHA) for professional engineering services related to the Welleby Park Expansion Project. The scope of services included design, bidding assistance, and construction management. Since execution of the original agreement in 2015, several amendments have been approved to address scope modifications and time extensions associated with the project's construction schedule.

On February 8, 2018, the City Manager approved Amendment No. 3 to the Project Agreement for KHA to include additional scope for a new security system at Welleby Park within the Standard Project Agreement that included design, bidding assistance, and construction management services. The security improvements provisional conduits were installed by the original contractor, and the security equipment (wiring, cameras, poles) were intended to occur following completion of the original park expansion work and reopening of the park. However, due to delays resulting from the takeover of the original contractor completing the park, the security improvements were significantly delayed. To complete the security system improvements at Welleby Park, the scope was incorporated into the current Parks Security Improvements Project, which includes five other parks.

On January 3, 2025, the City entered into Contract No. C24-73-06-MS with MBR Construction for the Parks Security Improvements Project. The project includes installation of security cameras, emergency phones, and related equipment at multiple parks, including Welleby Park. The Welleby Park portion of the project is now nearly 90% complete, and KHA is currently providing construction management services.

This Twelfth Amendment to the Standard Project Agreement will extend the term of the agreement through October 25, 2026, to allow for final completion and closeout of the project. No additional compensation is requested.

Staff recommends approval of the Twelfth Amendment to the Standard Project Agreement with KHA, extending the term of the Project Agreement through October 25, 2026.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Olesya Sanders Phone: 954-888-6022

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 KIMLEY-HORN AND ASSOCIATES, INC." FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 28, 2015, via Resolution No. 15-61-15-A, the Sunrise City Commission approved a Standard Project Agreement (Agreement) with Kimley-Horn and Associates, Inc. (KHA), for design, bidding assistance, and construction management services related to the Welleby Park Expansion Project (Project); and

WHEREAS, since 2015, numerous amendments to the Agreement have been approved to address scope modifications, security system improvements at Welleby Park, and time extensions due to the construction schedule; and

WHEREAS, a Twelfth Amendment to the Agreement is necessary to extend the term of the Agreement to October 25, 2026, to allow for final completion and closeout of the Project.

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

Section 1. The "Twelfth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Twelfth Amendment) for the Welleby Park Expansion 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

KIMLEY-HORN AND ASSOCIATES, INC.

This Twelfth Amendment ("Twelfth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Kimley-Horn and Associates, Inc. ("Consultant").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $39,620 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the Project Agreement to May 31, 2022; and

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,420 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,670 plus $300 for reimbursable expenses; and

WHEREAS, the parties entered into a Ninth Amendment on February 16, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $9,900 plus $90 for reimbursable expenses; and

WHEREAS, the parties entered into a Tenth Amendment on April 14, 2022 to revise the Scope of Services to provide additional Construction Administration Services in the amount of $99,080 plus $800 for reimbursable expenses and the extend the term of the Project Agreement to May 31, 2023; and

WHEREAS, the parties entered into an Eleventh Amendment on April 20, 2023 to amend the Project Agreement to extend the term of the Project Agreement to April 28, 2026.

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement by 180 days to October 25, 2026.

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 7.1 of the Project Agreement is hereby added as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until **October 25, 2026** ~~April 28, 2026~~, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project 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 and its amendments, the terms of this

Twelfth Amendment shall govern. All other terms of the Project Agreement 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 has been fully executed by the parties.

The Remainder of this Page was Intentionally Left Blank

TWELFTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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 Mayor, attested to by its City Clerk, duly authorized to execute same and by KIMLEY-HORN AND 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:

_____
Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the CITY:

By: _____
Thomas Moss
City Attorney

TWELFTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

TITLE:

____ day of _____, 2026.

AUTHENTICATE:

_____

_____
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

7002PK
C2

CITY CLERK
CITY OF SUNRISE

15 MAY 27 AM 10:50

STANDARD PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

KIMLEY-HORN AND ASSOCIATES, INC.

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("CITY") and KIMLEY-HORN AND ASSOCIATES, INC. ("CONSULTANT") for Professional Landscape Architectural Services (hereinafter referred to as "Continuing Services Agreement") dated April 28, 2015, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below which are identified as Item 17 in Exhibit A "Project List" of the Continuing Services Agreement:

DESIGN, BIDDING, PERMITTING, AND CONSTRUCTION ADMINISTRATION WELEBY PARK EXPANSION PROJECT

This Project Agreement shall be effective on the date it is executed by the last party to execute it. The CITY and the CONSULTANT hereby agree as follows:

SECTION 1 – INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the "Continuing Services Agreement" (Continuing Services Agreement) between the CITY and the CONSULTANT dated April 28, 2015, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Project 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 landscape architecture by all public entities having jurisdiction over the CONSULTANT and the Project. The CONSULTANT further represents to the CITY that the CONSULTANT will maintain applicable 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 A, 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 Project Agreement by the CONSULTANT constitutes a representation that the CONSULTANT has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 SCHEMATIC DESIGN

2.3.1 The CONSULTANT shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the CITY at the initiation of the project 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 review schematic 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.

2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the CITY, the CONSULTANT shall prepare and submit to the CITY for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The CONSULTANT shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the CITY.

2.5 CONSTRUCTION DOCUMENTS

2.5.1 Upon the CITY'S authorization, the CONSULTANT shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the CITY.

2.5.2 The CONSULTANT shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the CITY.

2.5.3 The CONSULTANT shall assist the CITY in preparing and filing applicable documents to obtain the approval of authorities having jurisdiction over the Project.

2.5.4 The CONSULTANT shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. The CONSULTANT shall make copies of complete bid packages available at its office nearest to the project site during normal business hours for all prospective bidders. The CONSULTANT shall be reimbursed by the CITY for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the CONSULTANT shall prepare for the CITY'S approval written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The CONSULTANT shall make such documents available to all prospective bidders in a manner acceptable to the CITY, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The CONSULTANT shall coordinate with the CITY during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The CONSULTANT shall attend the pre-bid meeting, which will be held at a location as specified by the CITY.

2.5.7 The CONSULTANT shall be available as necessary to assist the CITY in the evaluation of all bids received for determination of compliance with the bidding requirements. The CONSULTANT shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the CONSULTANT shall assist the CITY as necessary in making such determination.

2.5.8 The CONSULTANT will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the CITY with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The CONSULTANT shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 2.6.2 through 2.6.13. Furthermore, the CONSULTANT shall perform and be responsible for all services requested of the CONSULTANT by the CITY relating to the interpretation and implementation of the CONSULTANT'S drawings, specifications, or other Contract Documents prepared by the CONSULTANT.

2.6.2 The CONSULTANT shall represent the CITY during construction and shall facilitate all instructions and other appropriate communications between the CITY and

the Contractor, which shall be communicated through the CONSULTANT. The CONSULTANT shall act on behalf of the CITY only to the extent provided herein and in the Construction Contract.

2.6.3 Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values 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 CITY directs the CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The CONSULTANT shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the CITY.

2.6.4 The CONSULTANT shall observe the Work of the Contractor on a periodic basis. The purpose of such observations will be to determine the conformance and progress of the Work in comparison with the requirements of the Construction Documents and Contract. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. CONSULTANT will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents. Following each such site visits the CONSULTANT shall submit a written report of such observations, together with any appropriate comments or recommendations, to the CITY. The CONSULTANT shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.6.5 The CONSULTANT shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the CITY in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an observation of the Work as provided in Subparagraph 2.6.4, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the CONSULTANT has made an examination to ascertain how the

Contractor has used the monies paid by the CITY. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement.

2.6.7 The CONSULTANT shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The CONSULTANT shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor. The CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

2.6.8 The CONSULTANT shall reject work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. If directed by the CITY not to reject work, the CITY shall be responsible for the results of such direction. The CONSULTANT shall have the authority to reject work 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.

2.6.9 The CONSULTANT shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT'S representation to the CITY that such submittal is in conformance with the Construction Documents and Contract, but does not hold the CONSULTANT responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The CONSULTANT shall review, and advise the CITY, concerning proposals and requests for Change Orders from the Contractor. The CONSULTANT shall prepare Change Orders for the CITY'S approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

2.6.11 The CONSULTANT shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, CONSULTANT shall receive and forward to the CITY for the CITY'S review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The CONSULTANT shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the CITY within three (3) days of the required site visit. The CITY must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the CONSULTANT are not included in Paragraphs 2.3 through 2.6, 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 CITY prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the CITY as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the CITY.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the CITY previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the CONSULTANT, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the CITY due to causes not within the control or responsibility of the CONSULTANT, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the CONSULTANT, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the Work of the Contractor.

2.8 REDUCTION IN PROJECT SCOPE

2.8.1 If the project scope is reduced by the CITY prior to completion of the Schematic Design Phase to a level that the overall design of the project is simplified and will result in a reduction in design services, the CITY shall negotiate a reduction in fees with the CONSULTANT.

2.9 SERVICE SCHEDULE

2.9.1 The CONSULTANT shall perform its services expeditiously as may reasonably be necessary for the orderly progress of the CONSULTANT'S services. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance for the CONSULTANT'S services which 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 this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "B". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 NOT USED

2.9.4 No Damages for Delay: The CONSULTANT shall not be entitled to any claim for damages including, but not limited to , loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the CONSULTANT'S control, or by delay authorized by the CITY, or by other causes which the CONSULTANT determines may justify delay. The CONSULTANT'S sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONSULTANT or delays in the CONSULTANT'S performance caused by improperly time 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 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 CONSULTANT is entitled to a time extension for the delay. The failure of the

CONSULTANT to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of paragraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction and the CONSULTANT'S contract administration services are materially extended by the CITY as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "A". The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Amendment to the Project Agreement

2.10 PERSONNEL

2.10.1 The CONSULTANT shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Jonathan Haigh	Project 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 CITY reserves the right to reject any proposed substitution for any of the above named individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The CITY shall provide the CONSULTANT with adequate information regarding the CITY'S requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the CONSULTANT shall be entitled to rely.

3.2 The CITY shall review any documents submitted by the CONSULTANT requiring the CITY'S decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The CITY shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the CITY becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the CITY to the CONSULTANT.

3.5 The CITY shall perform those duties set forth in Paragraphs 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 consultants 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, assuming bids are received within 90-days of the CONSULTANTS final Opinion of Construction Costs, 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. If bids are received more than 90-days after the CONSULTANTS Final Opinion of Cost, then CONSULTANT shall be compensated for all efforts required to reduce the construction costs. 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 Project Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: **$334,870.00**

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

Survey and Geotechnical Services:	$24,600	7 (%)
Conceptual Design:	$26,170	8 (%)
Schematic Design:	$46,770	14 (%)
Construction Documents:	$158,580	47 (%)
Permitting and Bidding Services	$22,830	7 (%)
Construction Administration Services	$55,920	17 (%)

5.3 Additional services of the CONSULTANT as described in Paragraph 2.7, if any, shall be compensated as follows:

SEE EXHIBIT "B" OF THE CONTINUING SERVICES AGREEMENT– FEE SCHEDULE

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 may be equitably adjusted by written amendment to this Project Agreement, 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 Section 5 of this Project Agreement and EXHIBIT "E" of the Continuing Services Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project, as follows:

Not to exceed **$15,000** without prior written authorization by the CITY.

6.2.1.1 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 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. Cost for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. The CITY'S Utility Director may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed one (1) one-year term. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Project 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 Project 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 Project 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 Project 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 Paragraph 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 which 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 Project 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 Project 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 Project 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 Project Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Project 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 Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 GOVERNING LAW

10.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 14 of the Continuing Services Agreement, 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 between the parties will be Broward County, Florida. Both Parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Project 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 Kimley-Horn and Associates, Inc. by and through its Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

26th day of May, 2015

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Kevin Schanen, PE

TITLE: Vice President

13 day of May, 2015.

AUTHENTICATE:

_____
Signature

Jonathan Haigh, PLA, ASLA
Project Manager

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PROJECT SCHEDULE

Task Name	Duration	Start	Finish
Consultant Agreement Approved	0 days	Tue 4/28/15	Tue 4/28/15
Issuance of Purchase Order	10 days	Tue 4/28/15	Mon 5/11/15
Survey	15 days	Tue 5/12/15	Mon 6/1/15
Public Meeting	0 days	Wed 5/21/14	Wed 5/21/14
Conceptual Design	26 days	Tue 6/2/15	Tue 7/7/15
Staff Review	10 days	Wed 7/8/15	Tue 7/21/15
Schematic Design	60 days	Wed 7/22/15	Tue 10/13/15
SD Comment Review with City	5 days	Wed 10/14/15	Tue 10/20/15
Site Plan Review	20 days	Wed 10/21/15	Tue 11/17/15
Construction Document Phase	**150 days**	**Wed 11/18/15**	**Tue 6/14/16**
90% Submission	80 days	Wed 11/18/15	Tue 3/8/16
City Review	15 days	Wed 3/9/16	Tue 3/29/16
Purchasing Review	20 days	Wed 3/9/16	Tue 4/5/16
Community Development Review	20 days	Wed 3/9/16	Tue 4/5/16
Review Comments with Consultant	10 days	Wed 3/30/16	Tue 4/12/16
100% Submission	20 days	Wed 4/13/16	Tue 5/10/16
City Review	10 days	Wed 5/11/16	Tue 5/24/16
2nd CDD Review	15 days	Wed 5/11/16	Tue 5/31/16
Review Comments with Consultant	5 days	Wed 6/1/16	Tue 6/7/16
Address City Comments	5 days	Wed 6/8/16	Tue 6/14/16
Bid Submission	0 days	Tue 6/14/16	Tue 6/14/16
Bidding Phase	**49 days**	**Wed 6/15/16**	**Tue 8/23/16**
Final Purchasing Preparation	10 days	Wed 6/15/16	Tue 6/28/16
Bidding Period	21 days	Wed 6/29/16	Wed 7/27/16
Contract Award	0 days	Tue 8/23/16	Tue 8/23/16
Construction Phase	**300 days**	**Tue 8/23/16**	**Mon 10/16/17**
Issuance of Purchase Order	15 days	Tue 8/23/16	Mon 9/12/16
Permitting	65 days	Tue 9/13/16	Mon 12/12/16
Construction	220 days	Tue 12/13/16	Mon 10/16/17

Note: Schedule starting is dependent upon the City giving Notice to Proceed to the Consultant.

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

First Amendment to the Standard

Project Agreement Between

THE CITY OF SUNRISE

and

KIMLEY-HORN & ASSOCIATES, INC.

This First Amendment to the Standard Project Agreement dated May 28, 2015 between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn & Associates, Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement was entered into between the CITY and the CONSULTANT for professional landscape architecture services for the Welleby Park Expansion Project, as authorized under the Standard Project Agreement; and

WHEREAS, the parties wish to amend the Standard Project Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendment to Contract.

   A. Section 2.1 is hereby amended to add the following sentence: Exhibit "1-A" shall become part of the "Scope of Work" and is attached hereto and made a part hereof.
   B. Section 5 - Basis of Compensation is hereby amended to decrease the Reimbursable Expenses amount presented in Section 6.2 – Reimbursable Expenses by $9,950 and increase Task 04 – Construction Documents by $9,950. The amended Reimbursable Expenses total shall be $5,050 and the amended Task 04 – Construction Documents total shall be $168,530 as identified in Exhibit "1-A" to the Standard Project Agreement. The Project Agreement fixed sum amount of $349,870 shall remain the same.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Standard Project Agreement, the terms of this First Amendment shall govern. All other terms of the Standard Project Agreement 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 Amendment.

5. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

(INTENTIONALLY LEFT BLANK)

FIRST AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN & ASSOCIATES, INC.

CITY OF SUNRISE

By: _____
Timothy Welch, P.E.
Utilities Director

Date: 10/2/2017

DA
9-26-17
10/2/17

FIRST AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN & ASSOCIATES, INC.

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

Title: VICE PRESIDENT

21 **day of** SEPTEMBER, **2017 ,**

AUTHENTICATE:

_____

Secretary

Jonathan Haigh

Please print or type name of Secretary

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

WITNESSES:

_____

_____

Exhibit 1-A

Kimley»Horn

September 20, 2017

Dave Abderhalden
Capital Projects Coordinator
City of Sunrise Utilities Department
Public Works Division - Capital Projects Section
777 Sawgrass Corporate Parkway
Sunrise, FL 33325
Via email: DAbderhalden@sunrisefl.gov

Dear Dave,

This letter shall serve as a narrative describing the scope and compensation for Amendment 1 to the agreement between City of Sunrise, and Kimley-Horn and Associates, Inc., dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project**, **Resolution No. 15-61-15-A**.

The City of Sunrise previously requested Kimley-Horn to provide design services for elements of the project outside of the agreed-upon scope of services. Specifically, a new splash pad was added to the design program, which required the following professional services that Kimley-Horn already performed based on verbal approval from the Client:

- Design development for a new splash pad feature with wet and dry deck and associated furnishings and appurtenances (shower, pump enclosure, etc)
- Splash Pad area utilities and drainage design
- Splash Pad area landscape and irrigation design
- Coordination with Splash Pad manufacturer
- Meetings and coordination with City regarding Splash Pad design and development

There are no schedule changes proposed with this amendment.

For compensation for these services, we propose to transfer $9,950 from "Reimbursable Expenses", (decreasing the contracted value to $5,050) and increasing Task 04 by $9,950 to $168,530.

Please contact me at (561) 840-0233 or jonathan.haigh@kimley-horn.com should you have any questions.

Sincerely,

Jonathan D. Haigh, PLA, ASLA
Project Manager

7002PK

Second Amendment to the

Standard Project Agreement

Between

THE CITY OF SUNRISE

and

KIMLEY-HORN & ASSOCIATES, INC.

This Second Amendment to the Standard Project Agreement dated May 28, 2015 between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn & Associates, Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement was entered into between the CITY and the CONSULTANT for professional landscape architecture services for the Welleby Park Expansion Project, as authorized under the Standard Project Agreement; and

WHEREAS, the parties wish to amend the Standard Project Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendment to Contract.

   A. Section 2.1 is hereby amended to add the following sentence: Exhibit "2-A" shall become part of the "Scope of Services" and is attached hereto and made a part hereof.

   B. Section 5 - Basis of Compensation is hereby amended to increase the Standard Project Agreement fixed sum amount by $12,000.00. This Second Amendment to the Standard Project Agreement shall add the following Additional Services as identified in Exhibit "2-A": Survey of East Welleby Park. The Project Agreement fixed sum amount of $349,870.00, which includes $5,050.00 of Reimbursable Expenses shall now be $361,870.00.

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Standard Project Agreement, the terms of this Second Amendment shall govern. All other terms of the Standard Project Agreement 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 Amendment.

5. Effective Date. This Second Amendment shall be effective when it is fully executed by both parties.

(INTENTIONALLY LEFT BLANK)

SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

IN WITNESS WHEREOF, the City and Kimley-Horn & Associates, Inc. have caused this Second Amendment to the Standard Project Agreement to be executed on the date indicated below.

CITY OF SUNRISE

By: _____
Richard Salamon
City Manager

Date: 12/8/17

11/27/17 DH 11-14-17 11/16/17

12/6/17

SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

Title: VICE PRESIDENT

6 **day of** NOVEMBER, **2017 ,**

AUTHENTICATE:

_____
Secretary

Jonathan D. Hardy
Please print or type name of Secretary

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

WITNESSES:

_____

_____

EXHIBIT "2-A"

SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 2 DATED October 18, 2017 to the agreement between City of Sunrise, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project**, **Resolution No. 15-61-15-A** (the "Project").

The Consultant has entered into the Agreement with 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 "2-A" hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:	CONSULTANT:
CITY OF SUNRISE	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: Christopher W. Heggen, PE
Title: _____	Title: Vice President
Date: _____	Date: October 18, 2017

EXHIBIT "2-A"

Exhibit "2-A" to Amendment Number 2,
dated October 18, 2017

Consultant shall perform the following Additional Services:

AMENDMENT 2 – SURVEY OF EAST WELLEBY PARK

AMENDMENT 2 UNDERSTANDING

The City of Sunrise has indicated to Kimley-Horn that improvements are desired on the east side of Welleby Park, Broward County folio # 494119050032, accessed by vehicle from Hiatus Road, and internally to Welleby Park by a pedestrian bridge crossing a portion of a lake. The City wishes to obtain survey on the property in advance of contracting with KHA for design services for improvements to the East side of Welleby Park. The scope of services is based on the following assumptions:

- Design services will be contracted under a separate Amendment.
- Site is approximately 8 AC, bound by the west parcel of Welleby Park to the west, the edge of a lake to the south, Hiatus Road to the east, and a multifamily residential parcel to the north.

AMENDMENT 2, TASK I – SURVEY

A sub consultant to KHA will prepare survey drawings. This task includes the services specifically described below:

Boundary Survey - in accordance with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes

- Recover or reset exterior boundary corners of the combined three parcels.
- Establish State Plane Coordinates utilizing GPS Wide Area Network. Coordinates to be tied to a minimum of three (3) offsite control monuments.
- Locate interior improvements to include buildings, pavement, parking, pathways and evidence of above ground utilities.
- Map evidence of underground utilities as located by others.
- Delineate all platted easements.
- Research FEMA flood zone and note on survey.
- Calculate square footage of property.
- Certify survey to all parties concerned.

Topographic Survey – approximately 8 acres

- Establish on-site benchmarks based upon NAVD 88 Datum.
- Obtain finish floor elevations on existing structures.
- Obtain spot elevations on an approximate 100' grid extended to the edge of water.
- Map 1' contour.

Tree Survey

- Locate individual or clusters of specimen trees 4" diameter and larger, providing common name, diameter and location of trees or outline of cluster. The location of shrubbery and landscaping will not be included.
- Obtain elevations at base of tree when possible.

EXHIBIT "2-A"

SCHEDULE

The services defined in Amendment 2, Task 1 will be performed as expeditiously as practicable with the goal of meeting a mutually-agreed-upon schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, inclusive of expenses, per the terms of the Agreement): **$12,000**

Third Amendment to the

Standard Project Agreement

Between

THE CITY OF SUNRISE

and

KIMLEY-HORN & ASSOCIATES, INC.

This Third Amendment to the Standard Project Agreement dated May 28, 2015 between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn & Associates, Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement was entered into between the CITY and the CONSULTANT for professional landscape architecture services for the Welleby Park Expansion Project, as authorized under the Standard Project Agreement; and

WHEREAS, the parties wish to amend the Standard Project Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendment to Contract.

   A. Section 2.1 is hereby amended to add the following sentence: Exhibit "3-A" shall become part of the "Scope of Services" and is attached hereto and made a part hereof.
   B. Section 5 - Basis of Compensation is hereby amended to increase the Standard Project Agreement fixed sum amount by $12,000.00. This Third Amendment to the Standard Project Agreement shall add the following Additional Services as identified in Exhibit "3-A": Amendment 3 - Welleby Park Security System Design. The Project Agreement fixed sum amount of $361,870.00, which includes $5,050.00 of Reimbursable Expenses shall now be $373,870.00.

3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Standard Project Agreement, the terms of this Third Amendment shall govern. All other terms of the Standard Project Agreement 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 Amendment.

5. Effective Date. This Third Amendment shall be effective when it is fully executed by both parties.

(INTENTIONALLY LEFT BLANK)

THIRD AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN & ASSOCIATES, INC.

IN WITNESS WHEREOF, the City and Kimley-Horn & Associates, Inc. have caused this Third Amendment to the Standard Project Agreement to be executed on the date indicated below.

CITY OF SUNRISE

By: _____
Richard Salamon
City Manager

Date: 2/8/18

DJA
12-21-17

12/22/17

JAW
1/8/18

2/7/18

THIRD AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN & ASSOCIATES, INC.

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

Title: VICE PRESIDENT

20 **day of** DEC **, 2017 ,**

AUTHENTICATE:

_____

Secretary

Jonathan Haigh

Please print or type name of Secretary

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

(CORPORATE SEAL)

WITNESSES:

_____

Kristen Allen

EXHIBIT "3-A"

Exhibit "3-A" to Amendment Number 3,
dated November 21, 2017

Consultant shall perform the following Additional Services:

AMENDMENT 3 –WELLEBY PARK SECURITY SYSTEM DESIGN

AMENDMENT 3 UNDERSTANDING

The City of Sunrise has provided a plan, specifications, and details to Kimley-Horn for a security system at Welleby Park consisting of cameras, emergency phones, and network video recorders (NVRs) that were recommended by the City's security consultant. This Amendment assumes the following:

- The City-approved recommended plan provided by City's security consultant currently shows 19 total cameras, 3 emergency phones, and 1 NVR being deployed.
- Security System design as shown in the City-approved recommended plan provided by City's security consultant will not change more than 20% in equipment scope/quantities.
- This task does not include the consideration of new or additional Security System software.

AMENDMENT 3, TASK I – PLANS AND SPECIFICATIONS

Kimley-Horn will prepare the electrical and communication drawings for the security system. This task includes the services specifically described below:

- Revise electrical drawings to depict the security equipment, based on City-approved recommendations provided by City's security consultant.
- Create a security system communication plan and details sheets based on City-approved recommendations provided by City's security consultant.
- Revise the City-provided security system specifications (as needed) to support the plans and details.

AMENDMENT 3, TASK 2 – COMMENT RESOLUTION AND FINAL DESIGN

Kimley-Horn will provide a draft submittal of plans and specifications to the City for comments. Kimley-Horn will attend a comment resolution meeting with the City as needed, then Kimley-Horn will provide a final submittal of plans and specifications to the City.

SCHEDULE

The services defined in Amendment 3, Task 1 will be performed as expeditiously as practicable with the goal of meeting a mutually-agreed-upon schedule. Kimley-Horn will perform the services defined in Amendment 3, Task 2 two weeks after the comment resolution meeting.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, inclusive of expenses, per the terms of the Agreement): **$12,000**

EXHIBIT "3-A"

THIRD AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 3 DATED November 21, 2017 to the agreement between City of Sunrise, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project**, **Resolution No. 15-61-15-A** (the "Project").

The Consultant has entered into the Agreement with 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 "3-A" hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:	CONSULTANT:
CITY OF SUNRISE	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: Christopher W. Heggen, PE
Title: _____	Title: Vice President
Date: _____	Date: November 21, 2017

CITY CLERK
CITY OF SUNRISE
2019 DEC 20 PM 2:15

Fourth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Fourth Amendment ("Fourth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties wish to amend the Standard 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 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: ~~**$368,820.00**~~ **$547,280.00**

3. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in Paragraph 5.1 shall be allocated as follows:

Survey and Geotechnical Services:	$36,600	~~10~~ 7 (%)
Conceptual Design:	$26,170	~~7~~ 5 (%)
Schematic Design:	$58,770	~~16~~ 11 (%)
Construction Documents:	$168,530	~~46~~ 30 (%)
Permitting and Bidding Services:	$22,830	~~6~~ 4 (%)
Construction Administration Services:	$234,380 ~~55,920~~	~~15~~ 43(%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed $7,050 without prior written authorization by the City.

Reimbursable Expenses ~~$5,050~~ **$7,050**

5. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this Fourth Amendment.

6. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the Project Agreements, the First Amendment, the Second Amendment or the Third Amendment, the terms of this Fourth Amendment shall govern.

7. All other terms of the Project Agreement shall remain and continue in full force and effect.

8. Captions. The captions of this Fourth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

9. Effective Date. This Fourth Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

FOURTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

19th day of December, 2019.

AUTHENTICATION:

_____
Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

TITLE: Senior Vice President

14 day of November, 2019.

AUTHENTICATE:

_____

Associate / Asst. Secretary
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

Consultant shall perform the following Additional Services:

AMENDMENT 4 – SERVICES PERFORMED OUTSIDE OF SCOPE

AMENDMENT 4 ADDITIONAL LIMITED CONSTRUCTION PHASE AND ADDITIONAL STRUCTURAL ENGINEERING SERVICES

Because Kimley-Horn (Consultant) and architectural subconsultant Walters, Zackria, and Associates (Subconsultant) started construction phase services in September 2017 and because the originally-anticipated construction schedule assumed the awarded contractor would be substantially complete within one calendar year (Sept 2018), services originally proposed for limited construction phase services, as outlined in Task 6 of the Agreement, have been exceeded. Specifically, the Consultant's were exceeded as of March 30, 2019 and Subconsultant's construction phase services were exceeded as of February 7, 2019. In addition, Consultant and Subconsultant have exceeded the anticipated reviews of change orders and submittals.

As of the writing of this Amendment, the awarded contractor is anticipated to be substantially complete in March 2020 and construction phase services are anticipated to be required through May 1, 2020. This amendment proposes construction phase services for Consultant and Subconsultant, through May 1, 2020. The following additional services are proposed:

Consultant Services – Kimley-Horn construction phase services:

- Attendance by Project Manager at up to thirty-two progress meetings @ 4 hours each
  - 128 hours
- Attendance by Project Civil Engineer or Structural Engineer at up to twenty progress meetings @ 4 hours each
  - 80 hours
- Review of submittals, pay apps, change orders, shop drawings, RFIs @ 15 hrs/ month
  - 240 hours
- Administrative time for 16 months @ 2 hours / month
  - 32 hours
- Attendance by Project Manager, Civil Engineer at up to three punch list meetings with follow up memorandums @ 18 total hours X 2
  - 36 hours

Subconsultant Services - Walters Zackria Architects construction phase services:

- Review of submittals, shop drawings, RFI's, change orders =
  - 80 hours

- Project Architect attendance at up to thirty-six progress meetings @ 3 hours each
  - 108 hours
- Project Architect construction administration = 204 total hours
  - 204 hours
- Administrative staff time for construction administration =
  - 36 hours

- **Additional Structural Engineering Services** required for signing/sealing truss drawings. Bromley Cook Engineering will provide structural engineering services required due to the contractor's truss design changes, the passing of the previous structural engineer, and as required by the building department and state regulations.
  - $7,500 lump sum fee

SCHEDULE

Extend Consultant's services to May 1, 2020, coinciding with contractor's anticipated schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **$178,460 plus $2,000 additional reimbursable expenses.**

Consultant Services:	$92,560 (Lump Sum)
Subconsultant Services:	$85,900 (Lump Sum, pass-through)
Reimbursable Expenses:	$2,000 (Additional Reimbursable)

7002 P12

CITY CLERK
CITY OF SUNRISE
2019 DEC 20 PM 2:15

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-19-D

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE "FOURTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC." FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Welleby Park Expansion Project is a part of the General Obligation Bond Program for Park, Recreation and Leisure Projects; and

WHEREAS, via Resolution No. 15-61-15-A, Kimley-Horn and Associates, Inc. (KHA) were selected as designers for this project; and

WHEREAS, on October 2, 2017 the Utility Director approved the First Amendment to the Project Agreement with KHA to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, on December 8, 2017 the City Manager approved the Second Amendment to the Project Agreement with KHA to revise the Scope of Services to provide additional Professional Surveying Services; and

WHEREAS, on February 8, 2018 the City Manager approved the Third Amendment to the Project Agreement with KHA to revise the Scope of Services to provide the design of a Park Security System; and

WHEREAS, West Construction, Inc., who was awarded the construction contract for this project, is currently over 150 days past the substantial completion date with approximately 65% completion; and

WHEREAS, the Fourth Amendment to the Standard Project Agreement is necessary to modify the terms of the contract for fair and reasonable compensation to KHA due to the extended time necessary to complete oversite of the project's landscape architectural services.

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

Section 1. The "Fourth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Fourth Amendment) is hereby approved. A copy of the Fourth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Fourth Amendment to Standard Project Agreement.

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

PASSED AND ADOPTED THIS 10TH DAY OF DECEMBER, 2019.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION:	KERCH
SECOND:	SOFIELD
DOUGLAS:	YEA
KERCH:	YEA
SCUOTTO:	YEA
SOFIELD:	YEA
RYAN:	ABSENT

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

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2020 MAY 21 PM 4:08

Fifth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Fifth Amendment ("Fifth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties wish to amend the Standard Project Agreement to revise the Scope of Services set forth on Exhibit A, compensation, and term.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: **~~$547,280.00~~ $586,900.00**

3. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in Paragraph 5.1 shall be allocated as follows:

Survey and Geotechnical Services:		$36,600	~~7~~ 6 (%)
Conceptual Design:		$26,170	~~5~~ 4 (%)
Schematic Design:		$58,770	~~11~~ 10 (%)
Construction Documents:		$168,530	~~30~~ 29 (%)
Permitting and Bidding Services:		$22,830	4 (%)
Construction Administration Services:	$274,000	~~$234,380~~	~~43~~ 47(%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed $7,050 without prior written authorization by the City.

Reimbursable Expenses	~~$7,050~~ **$7,550**

5. Section 7.1 TERM is hereby amended to read as follows:

Amendment to Section 7.1 of the Standard Project Agreement. Section 7.1 of the Standard Project Agreement is hereby modified as follows:

7.1.2 This Standard Project Agreement shall continue in full force and effect through May 31, 2021, unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Standard Project Agreement. No further extensions of this Standard Project Agreement shall be effective unless authorized by the City of Sunrise Commission.

6. 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 Fifth Amendment.

7. Conflicting Terms. In the event the terms of this Fifth Amendment conflict with those of the Project Agreements, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment, the terms of this Fifth 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 Fifth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

10. Effective Date. This Fifth Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

FIFTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

21 day of May, 2020.

AUTHENTICATION:

_____
Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

FIFTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
DAVID WALTMIRE

TITLE: Senior Vice President

11 day of MAY, 2020.

AUTHENTICATE:

_____
Jonathan Haigh
Assistant Secretary
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

Exhibit A to Amendment Number 5,
dated May 1, 2020

Consultant shall perform the following Additional Services:

AMENDMENT 5 – ADDITIONAL CONSTRUCTION PHASE SERVICES

Kimley-Horn (Consultant) and architectural subconsultant Walters, Zackria, and Associates (Subconsultant) are currently serving the City under Amendment #4 for construction phase services. Because of COVID-19 concerns and the contractor's slow progress on site, in-person meeting attendance did not proceed as anticipated in Amendment #4. However, because of COVID 19 and social distancing, some of the in-person site visits anticipated by Amendment #4 were not used. This Additional Services Scope provides for hours anticipated for an additional six months, while acknowledging that some effort scoped in Amendment #4 will be used between May 1 and October 23.

As of the writing of this Amendment, the awarded contractor is anticipated to be substantially complete in September 2020 and construction phase services are anticipated to be required through October 23, 2020. This amendment proposes construction phase services for Consultant and Subconsultant, through October 23, 2020. The following additional services are proposed:

Consultant Services – Kimley-Horn construction phase services:

- Attendance by Project Manager at up to eight progress meetings @ 4 hours each
  - 48 hours
- Attendance by Project Civil Engineer or Structural Engineer at up to four progress meetings @ 4 hours each
  - 16 hours
- Review of submittals, pay apps, change orders, shop drawings, RFIs @ 12 hrs/ month
  - 72 hours
- Administrative time for 6 months @ 2 hours / month
  - 12 hours

Subconsultant Services - Walters Zackria Architects construction phase services:

- Project Architect attendance at up to twelve progress meetings @ 3 hours each
  - 30 hours
- Project Architect construction administration = 36 total hours
  - 36 hours
- Administrative staff time for construction administration =
  - 12 hours

SCHEDULE

Extend Consultant's services to October 23, 2020, coinciding with an anticipated completion schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **$39,620 plus $500 additional reimbursable expenses.**

Consultant Services:	$25,280 (Lump Sum)
Subconsultant Services:	$14,340 (Lump Sum, pass-through)
Reimbursable Expenses:	$500 (Additional Reimbursable)

CITY CLERK
CITY OF SUNRISE

2021 APR 27 PM 7:07

Sixth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Sixth Amendment ("Sixth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 10, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 12, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $39,620 plus $500 for reimbursable expenses; and

WHEREAS, the Standard Project Agreement expires on May 31, 2021 and the parties wish to amend the Standard Agreement to extend the Standard Agreement for one year and to add E-Verify Employment Eligibility.

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 7.1 TERM is hereby amended to read as follows:

Amendment to Section 7.1 of the Standard Project Agreement. Section 7.1 of the Standard Project Agreement is hereby modified as follows:

7.1.2 This Standard Project Agreement shall continue in full force and effect through ~~May 31, 2021~~ May 31, 2022 unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Standard Project Agreement. No further extensions of this Standard Project Agreement shall be effective unless authorized by the City of Sunrise Commission.

3. Article VII Miscellaneous Provisions of the Standard Project Agreement is hereby modified to add the following language:

7.12 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 Standard 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 Standard Project Agreement which requires a longer retention period.

c. CITY shall terminate this Standard 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 Standard 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 Standard Project Agreement was terminated. In the event of such Standard Project Agreement termination, CONSULTANT shall also be liable for any additional costs incurred by CITY as a result of the termination.

4. Conflicting Terms. In the event the terms of this of this Sixth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Sixth Amendment shall govern.

5. All other terms of the Standard 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 Amendment.

7. Effective Date. This Sixth Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

SIXTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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 Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

27 day of April, 2021

AUTHENTICATION:

_____
Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

SIXTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: Gary R Rath

TITLE: ~~Senior~~ Vice President

26 day of APRIL, 2021.

AUTHENTICATE:

Assistant Secretary
Title

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

WITNESSES:

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-21-B

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE "SIXTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC." FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Welleby Park Expansion Project is a part of the General Obligation Bond Program for Park, Recreation and Leisure Projects; and

WHEREAS, via Resolution No. 15-61-15-A, Kimley-Horn and Associates, Inc. (KHA) were selected as designers for this project; and

WHEREAS, on October 2, 2017 the Utility Director approved the First Amendment to the Project Agreement with KHA to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, on December 8, 2017 the City Manager approved the Second Amendment to the Project Agreement with KHA to revise the Scope of Services to provide additional Professional Surveying Services; and

WHEREAS, on February 8, 2018 the City Manager approved the Third Amendment to the Project Agreement with KHA to revise the Scope of Services to provide the design of a Park Security System; and

WHEREAS, on December 10, 2019 the City Commission approved the Fourth Amendment to the Project Agreement to amend the scope of services; and

WHEREAS, on May 12, 2020, the City Commission approved the Fifth Amendment to the Project Agreement to provide for additional Construction Administration Services due to the contractor not completing the project within the contractual contract time; and

WHEREAS, a Sixth Amendment to the Standard Project Agreement is necessary to extend the Agreement to May 31, 2022 in order to continue with the additional Construction Administration Services.

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

Section 1. The "Sixth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Sixth Amendment) is hereby approved. A copy of the Sixth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Sixth Amendment.

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

CITY OF SUNRISE FLORIDA

Memorandum

To: Ania Krumenacker, Administrative Officer, Utilities Department

From: Bernita Sherrod, Administrative Assistant II, City Clerk's Office

Date: April 29, 2021

RE: **Sixth Amendment to Standard Project Agreement Kimley-Horn and Assoc., Inc. for Professional Landscape Architectural Services for the Welleby Park Expansion**
Resolution No. 15-61-21B (C21090)

Please find attached please find two (2) fully executed originals of the agreement related to the Resolution mentioned above, a copy of which is attached.

Please let me know if you have any questions or require additional documents. I may be reached at ext. 3333.

Seventh Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Seventh Amendment ("Seventh Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $39,620 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the agreement to May 31, 2022; and

WHEREAS, the parties wish to amend the Standard Agreement to additional Construction Administration Services in the amount of $24,420 plus $500 for reimbursable expenses.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: **$611,320 ~~$586,900.00~~**

3. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in Paragraph 5.1 shall be allocated as follows:

Survey and Geotechnical Services:		$36,600	6 (%)
Conceptual Design:		$26,170	4 (%)
Schematic Design:		$58,770	10 (%)
Construction Documents:		$168,530	28 ~~29~~ (%)
Permitting and Bidding Services:		$22,830	4 (%)
Construction Administration Services:	$298,420	~~$274,000~~	48 ~~47~~(%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed $8,050 ~~$7,550~~ without prior written authorization by the City.

Reimbursable Expenses $8,050 ~~$7,550~~

5. Conflicting Terms. In the event the terms of this of this Seventh Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Seventh Amendment shall govern.

6. All other terms of the Standard Project Agreement shall remain and continue in full force and effect.

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 Amendment.

8. Effective Date. This Seventh Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

SEVENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD 8/4/21

By: _____
Mark Lubelski, P.E.
City Manager

4 day of August, 2021.

SEVENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

TITLE: ~~Senior~~ Vice President

28 day of JULY, 2021

AUTHENTICATE:

_____

Sr. Vice President / Assist. Secretary
Title

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

WITNESSES:

_____

_____

Exhibit A

Consultant shall perform the following Additional Services:

AMENDMENT 7 – ADDITIONAL CONSTRUCTION PHASE SERVICES

Kimley-Horn (Consultant) and architectural subconsultant Walters, Zackria, and Associates (Subconsultant, "WZA") are currently serving the City under Amendment #5 for construction phase services. Because of the contractor's slow progress on site and meetings held virtually during portions of 2020 due to the COVID 19 pandemic, in-person meeting attendance did not proceed as anticipated in Amendment #5. This allowed those additional services from Amendment #5 to extend beyond October 23, 2020. At this time, we expect Kimley-Horn's budget to run out by June 30, 2021. WZA's services are limited to the two buildings and due to their subconsultant role, have budget remaining that will cover their services until September 30, 2021. This Additional Services Scope provides for hours anticipated for an additional four months at generally the current pace of work – through October 29, 2021. This scope acknowledges that remaining subconsultant budget scoped in Amendment #5 that will be used to supplement Amendment #7 proposed Subconsultant fees required to cover until October 29, 2021.

As of the writing of this Amendment, the awarded contractor is anticipated to be ready for the Consultant team to prepare the first Punch List in September 2021. This amendment proposes construction phase services for Consultant and Subconsultant, through October 29, 2021. The following additional services are proposed:

Consultant Services – Kimley-Horn construction phase services:

- Attendance by Project Manager at up to eight progress meetings @ 4 hours each
  - 32 hours
- Attendance by Project Engineer at up to four progress meetings @ 4 hours each
  - 16 hours
- Review of submittals, pay apps, change orders, shop drawings, RFIs @ 15 hrs/ month
  - 60 hours
- Administrative time for 4 months @ 3 hours / month
  - 12 hours

Subconsultant Services - Walters Zackria Architects construction phase services:

- Project Architect attendance at Punch List follow-up meeting + memo production
  - 6 hours
- Project Architect construction administration
  - 8 hours
- Administrative staff time for construction administration
  - 2 hours

SCHEDULE

Extend Consultant's services to October 23, 2021, coinciding with an anticipated completion schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **$24,420 plus $500 additional reimbursable expenses.**

Consultant Services:	$21,420 (Lump Sum)
Subconsultant Services:	$ 3,000 (Lump Sum, pass-through)
Reimbursable Expenses:	$ 500 (Additional Reimbursable)

Eighth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Eighth Amendment ("Eighth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $39,620 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the agreement to May 31, 2022; and

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,420 plus $500 for reimbursable expenses.

WHEREAS, the parties wish to amend the Standard Agreement to provide for the design of a Security System for the East Side of the Park and to provide Bidding and Construction Administration Services to implement the entire Park Security System in the amount of $24,670 plus $300 for reimbursable expenses.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: $635,990 **~~$611,570~~**

3. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in Paragraph 5.1 shall be allocated as follows:

Survey and Geotechnical Services:	$36,600	6 (%)
Conceptual Design:	$26,170	4 (%)
Schematic Design:	$58,770	9 ~~10~~ (%)
Construction Documents:	$182,910 ~~$168,530~~	29 ~~28~~ (%)
Permitting and Bidding Services:	$29,420 ~~$22,830~~	4 (%)
Construction Administration Services:	$302,120 ~~$298,420~~	48 (%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed $8,350 ~~$8,050~~ without prior written authorization by the City.

Reimbursable Expenses $8,350 ~~$8,050~~

5. Conflicting Terms. In the event the terms of this of this Eighth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Eighth Amendment shall govern.

6. All other terms of the Standard Project Agreement 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 Amendment.

8. Effective Date. This Eighth Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

EIGHTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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 City Manager, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD 9/21/21

By: _____
Mark Lubelski, P.E.
City Manager

22 day of September, 2021.

AUTHENTICATION:

_____
Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

EIGHTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

TITLE: Senior Vice President

26th day of August, 2021.

AUTHENTICATE:

_____

MATTHEW FURSETZER

Title Assistant Secretary

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

WITNESSES:

_____

_____

Kimley»Horn

Exhibit A

PROJECT UNDERSTANDING

The City of Sunrise is seeking professional security system design services for Welleby Park. Specifically, Kimley-Horn will provide an electrical and communications design that will:

- Refine the current Security Plans and electrical drawings prepared under a separate agreement for the Welleby Park Extension Project, to extend fiber to the existing Bathroom Building from the Community Center and provide electrical service to security system equipment.
- Provide fiber connection between the west and east sides of Welleby Park, with detailing to support the connection at the pedestrian bridge.
- Provide security system and electrical design for the east side of Welleby Park:
  - Locate one emergency Blue Phone adjacent to the Bathroom Building,
  - Locate CCTV cameras to cover the Bathroom Building perimeter and parking lot
  - Locate license plate reader (LPR) camera at the eastern entrance/exit of the parking lot.

PROJECT ASSUMPTIONS

- Per the City of Sunrise staff, staff level reviews will be required for progress approvals, while plans will be routed for engineering approval and building/electrical permit review. Development Review Committee review will not be required for the proposed improvements.
- Project survey, prepared in 2018 under a separate agreement, will be used as a basis for the east side of Welleby Park.
- Kimley-Horn design drawings prepared under a separate agreement, will be used as a basis for the west side of Welleby Park.
- No new survey is anticipated for this project and survey services are not proposed under this agreement.
- Sewer/Water/Franchise (other than FPL) Utility coordination is not required for this project.
- Geotechnical services are not anticipated and are not proposed under this agreement.
- Variances are not anticipated; processing variances is not included in this scope.
- Project specifications will be placed on plans or reference specification standards. A separate specification book will not be prepared under this scope.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PLANS PREPARATION

Construction Plans:

Kimley-Horn will prepare permit / construction plans for the project. The plans will consist of the following sheets:

- Cover
- Overall Project Map
- Security/ Electrical Site Plans – these sheets will show conduit routing for fiber and power from source to device/equipment; camera locations, blue phone location, existing panelboard for connection, and Community Center for fiber tie-in.
- Details – these sheets will show conduit bridge mounting and trenching details, camera mounting details, junction boxes, and panel schedule.

Technical Specifications will be provided on the plan sheets.

Plans Deliverables will be limited to:

- 75% plans – up to five printed full-size copies of plans and PDF
  - This set of plans will be submitted to the City for initial permitting review
- 100% plans – up to five printed full-size copies of plans and PDF
  - Submitted after permitting under Task 2 is complete.
- Opinions of Probable Construction Cost - two rounds of revisions (75% and 100%)
- Attendance at one progress meeting to present 75% plans

TASK 2 – REGULATORY AGENCY PERMITTING AND LIMITED BID PHASE SERVICES

Kimley-Horn will assist the Client in submitting for regulatory agency approvals. Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two rounds of review comments for the regulatory agency submittals identified below. Any plan revisions or comments that are required due to a design change by the Client or Client's consultants shall result in an additional service.

- City of Sunrise Engineering
- City of Sunrise Building Division

No other agency permit applications are anticipated in this scope of services other than those identified above. Conditions and expiration dates for permits issued for this project are the sole responsibility of the City. The City shall provide all permit fees. Attendance at public meetings or commission hearings is excluded from this scope.

Limited Bid Phase Services

It is our understanding that the City will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. Kimley-Horn shall consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance at one pre-bid meeting and issuance of one addendum in response to interested contractor questions or requests for information during the bid process. All responses by Kimley-Horn will be approved by the City prior to issuance. Once bids are received, Kimley-Horn shall review the bids and provide a recommendation to the City of the apparent low bidder's price proposal. The City will be responsible in making the award.

TASK 3 – LIMITED CONSTRUCTION PHASE SERVICES

Consultant will provide professional construction phase services as noted in 2.6 ADMINISTRATION OF CONSTRUCTION of the Standard Project Agreement (SPA). Hours anticipated for services rendered during a one-month construction period are as follows: (All headings match those in 2.6 of the SPA):

- Schedule of Values Review and Preconstruction meeting attendance:
  - Consultant will not provide this service (0 hours)
- Meetings with Contractor and City: two initial meetings in first month (includes pre-con)
  - Consultant will not provide this service (0 hours)
- Periodic construction observation (on site meetings):
  - Consultant will not provide this service (0 hours)
- Pay App review:
  - Consultant will not provide this service (0 hours)
- RFI Responses/ Clarifications/ Interpretations/ Communication of Defective Work:
  - Limited to 6 hours
- Submittal/ shop drawing review:
  - Limited to 4 hours
- Change order proposal review:
  - Consultant will not provide this service (0 hours)
- Substantial /Final completion visits and certifications:
  - Limited to 16 hours
    - 4 hours x 1 person x 2 visits = 8 hours
    - 2 observation memo/punch lists memos x 2 hours each = 4 hours

- Required permit close-out requirements by City and outside agencies and as-built certifications:
  - Time/effort included as a part of substantial/final completion visits
- Administrative staff time associated with Construction Phase: 1 hours/month = 1 hour

TASK 4 - ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates with the Client's written approval. Additional services we can provide include, but are not limited to, the following:

- Photometric and lighting design
- Site Civil Engineering Services
- Landscape Architectural Design Services
- Preparation of as-built drawings

INFORMATION SUPPLIED BY THE CLIENT

The following information, upon which the Kimley-Horn may rely, will be provided by the Client or its representatives:

- Utilities as-builts
- Plan information
- Prior City coordination information

FEE AND EXPENSES

Kimley-Horn will perform the services in **Tasks 1-3** for the total maximum fee of **$24,970**, inclusive of expenses. (**$24,670 excluding expenses**) See below for breakdown; individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Plans Preparation	$ 14,380
Task 2	Regulatory Agency Permitting and Limited Bid Phase	$ 6,590
Task 3	Limited Construction Phase Services	$ 3,700
Total Lump Sum Labor Fee Tasks 1-3 (exclusive of expenses)		**$ 24,670**
Reimbursable Expenses (Not to Exceed)		**$ 300**

Ninth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Ninth Amendment ("Ninth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $39,620 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the agreement to May 31, 2022; and

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,420 plus $500 for reimbursable expenses.

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,670 plus $300 for reimbursable expenses.

WHEREAS, the parties wish to amend the Standard Agreement to provide for additional Construction Administration Services in the amount of $9,900 plus $90 for reimbursable expenses.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: **$645,890** ~~$635,990.~~

3. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in Paragraph 5.1 shall be allocated as follows:

Survey and Geotechnical Services:		$36,600	6 (%)
Conceptual Design:		$26,170	4 (%)
Schematic Design:		$58,770	9 (%)
Construction Documents:		$182,910	28 ~~29~~ (%)
Permitting and Bidding Services:		$29,420	5 4 (%)
Construction Administration Services:	$312,020	~~$302,120~~	48 (%)

underscored text are additions
~~scored through~~ test are deletions

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed $8,440 ~~$8,350~~ without prior written authorization by the City.

Reimbursable Expenses $8,440 ~~$8,350~~

5. Conflicting Terms. In the event the terms of this of this Ninth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Ninth Amendment shall govern.

6. All other terms of the Standard Project Agreement 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 Amendment.

8. Effective Date. This Ninth Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

NINTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF SUNRISE

By: _____
Tim Welch, PE
Director of Utilities

Date: 2/16/22

underscored text are additions
~~scored through~~ test are deletions

NINTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

TITLE: Vice President

15 day of FEBRUARY, 2022.

AUTHENTICATE:

_____

Assistant Secretary

_____

Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

underscored text are additions
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Exhibit A to Amendment Number 9,
dated February 15, 2022

Consultant shall perform the following Additional Services:

AMENDMENT 9 – ADDITIONAL LIMITED CONSTRUCTION PHASE SERVICES

Consultant and architectural subconsultant Walters, Zackria, and Associates (Subconsultant, "WZA") have been requested to provide additional services for the Welleby Park project by the City. The Consultant and Subconsultant services under this amendment shall be limited to the following:

Consultant Services:

- Attendance at walk-through with City staff, attended by Project Landscape Architect and Project Engineer to observe the progress of the work performed by West Construction, Inc ("WCI"). Observations will not be exhaustive or extend to every aspect of WCI's work, but will be limited to spot checking, and similar methods of general observation. Based on the observations made during this walk-through, Consultant will evaluate whether WCI's work is generally in accordance with the Contract Documents and document readily observable work that is incomplete or deficient in comparison to the contract documents.
  - 13 hours
- Preparation of a report, containing items documented during the walk-through. It is our understanding that the City will use the content of the report as the scope of services to solicit a proposal. The City will prepare the proposal document.
  - 8 hours
- Project Landscape Architect and Project Engineer attendance at on-site pre-proposal meeting with City staff and City-solicited contractor(s) to review the proposal document.
  - 11 hours
- Consultant will tabulate City-solicited contractor proposal(s) and evaluate general compliance with the proposal document. Consultant will provide a summary of this tabulation and evaluation.
  - 4 hours

Subconsultant Services: Walters Zackria Architects will also perform the services above, limited to observations of the Community Center building and Dog Park Restroom building:

- 12 hours total.

SCHEDULE

It is anticipated that these services will take place with the following schedule:

- Feb 18, 2022: Site observation visit
- Feb 22, 2022: Consultant and Subconsultant deliver report to Client
- Feb 24 or Feb 25, 2022: Consultant and Subconsultant attend pre-proposal meeting
- March 2022: Consultant and Subconsultant evaluate City-solicited proposal(s)

Exhibit A to Amendment Number 9,
dated February 15, 2022

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **$9,900 plus $90 reimbursable expenses.**

Consultant Services:	$ 6,900 (Lump Sum)
Subconsultant Services:	$ 3,000 (Lump Sum, pass-through)
Reimbursable Expenses:	$ 90

CITY CLERK
CITY OF SUNRISE
2022 APR 14 AM 10:13

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-22-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "TENTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC." FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 26, 2015 via Resolution No. 15-61-15-A, the City awarded a Standard Project Agreement to Kimley-Horn and Associates, Inc. (KHA), as amended, to provide design and construction administration services for the Welleby Park Expansion Project; and

WHEREAS, the project is currently past the substantial completion date of May 21, 2019; and

WHEREAS, the City is currently in the process of taking over the project and completing the work with a different Contractor; and

WHEREAS, KHA's participation as the Consultant of Record is required in order to provide consistent oversight of the new Contractors' work and final closeout certifications; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement until May 31, 2023.

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

Section 1. A "Tenth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Tenth Amendment) for the Welleby Park Expansion Project is hereby approved. A copy of the Tenth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Tenth Amendment.

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

PASSED AND ADOPTED this 12TH DAY APRIL, of 2022.

Mayor Michael J. Ryan

Authentication:

Deputy ~~Felicia M. Bravo~~ Meryl Girard
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

CITY CLERK
CITY OF SUNRISE
2022 APR 14 AM 10: 13

Tenth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Tenth Amendment ("Tenth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $39,620 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the Project Agreement to May 31, 2022; and

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,420 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,670 plus $300 for reimbursable expenses; and

WHEREAS, the parties entered into a Ninth Amendment on February 16, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $9,900 plus $90 for reimbursable expenses; and

WHEREAS, the parties wish to amend the Project Agreement to provide for additional Construction Administration Services in the amount of $99,080 plus $800 for reimbursable expenses and to extend the term of the Project Agreement to May 31, 2023.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: **$744,970** ~~$645,890~~ which includes reimbursable expenses.

3. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in Paragraph 5.1 shall be allocated as follows:

Survey and Geotechnical Services:		$36,600	5 ~~6~~ (%)
Conceptual Design:		$26,170	3 ~~4~~ (%)
Schematic Design:		$58,770	8 ~~9~~ (%)
Construction Documents:		$182,910	25 ~~28~~(%)
Permitting and Bidding Services:		$29,420	4 ~~5~~ (%)
Construction Administration Services:	$411,100	~~$312,020~~	55 ~~48~~ (%)

underscored text are additions
~~scored through~~ test are deletions

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:

6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed $9,240 ~~$8,440~~ without prior written authorization by the City.

Reimbursable Expenses $9,240 ~~$8,440~~

5. Section 7.1 TERM is hereby amended to read as follows:

Amendment to Section 7.1 of the Standard Project Agreement. Section 7.1 of the Standard Project Agreement is hereby modified as follows:

7.1.2 This Standard Project Agreement shall continue in full force and effect through May 31, 2023 ~~May 31, 2022~~ unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Standard Project Agreement. No further extensions of this Standard Project Agreement shall be effective unless authorized by the City of Sunrise Commission.

6. Exhibit "A" Scope of Services – Exhibit "A" Scope of Services is hereby supplemented to include the services on Exhibit "A" which is attached hereto and incorporated herein.

7. Conflicting Terms. In the event the terms of this of this Tenth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Tenth Amendment shall govern.

8. All other terms of the Standard Project Agreement shall remain and continue in full force and effect.

9. 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 Amendment.

10. Effective Date. This Tenth Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

TENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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 Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
14 day of April, 2022

AUTHENTICATION:

_____
~~Felicia Bravo,~~ City Clerk
Meryl Girard, Deputy
(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

underscored text are additions
~~scored through~~ test are deletions

City's Initials EPP

Consultant's Initial _____

TENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Michael Schwartz, P.E.
TITLE: Senior Vice President

29 day of March, 2022.

AUTHENTICATE:

_____
Jonathan D. Haigh, PLA, ASLA

Assistant Secretary
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

underscored text are additions
~~scored through~~ test are deletions

Consultant shall perform the following Additional Services:

AMENDMENT 8 – ADDITIONAL CONSTRUCTION PHASE SERVICES

Consultant and architectural subconsultant Walters, Zackria, and Associates (Subconsultant, "WZA") have been requested to provide additional services for the Welleby Park project by the City. The City has contracted with a contractor to complete construction at Welleby Park, with an anticipated schedule for the contractor to be completed by August 31, 2022.

The following additional construction phase services are proposed for Amendment 10:

CONSULTANT SERVICES – Kimley-Horn

Substantial Completion - 90 days of the following services

- Project Manager (PM) attendance at up to six on-site progress meetings @ 5 hours each
  - 30 hours
- Project Engineer (PE) attendance at up to six progress meetings @ 4 hours each
  - 24 hours
- PM or PE attendance at up to seven virtual progress meetings @ 2 hours each
  - 14 hours
- Prepare and distribute meeting summaries for six on-site meetings
  - 18 hours
- Review submittals, pay apps, RFIs, and issue clarifications. This task also provides for coordination time with City's (or Contractor's) splash pad engineer in resolving City and Health Department permit comments. Consultant will not prepare plan revisions for permit submittals under this task. Consultant will provide informal sketches or plan markups for clarifications.
  - 75 hours
- Administrative time for 90 days
  - 9 hours

Final Completion - 45 days of the following services

- PM and PE attendance at up to three on-site "Punch List" meetings
  - 36 hours
- PM and PE attendance at up to three virtual progress meetings @ 2 hours each
  - 12 hours
- Prepare and distribute meeting summaries for six meetings
  - 18 hours
- Consultant will prepare record drawings showing significant changes reported by the contractor or made to the design by Consultant. Record drawings are not guaranteed to be "as-built" but will be based on information made available. Per the contract documents, the contractor is required to provide project "as built" documentation for the Consultant's review

and use. Consultant will prepare a reconciled planting plan, using information provided by contractor and through site observations as a part of this task.

  - 90 hours
- Administrative time for 2 months @ 4 hours / month (includes final invoice)
  - 6 hours

Consultant Scope of Services Assumptions

- City's selected contractor will prepare the "as built" drawings as a plan markup.
- Only record drawings will be produced under this scope of services, following the City's selected contractor achieving Substantial Completion.
- Plan revisions required by the City of Sunrise prior to Substantial Completion will require a project amendment.
- It is assumed that approved field-modified design changes made during construction will be updated and resolved with record drawings at project close-out, with record drawing revisions limited to the following Consultant drawings: Site Plan sheet C1.00, Paving Grading & Drainage sheets C4.01-C4.03, Water & Sewer sheets C5.01-C5.02, Electrical sheets E1.01-E1.10, and Landscape Plan sheets L1.01-L1.04.
- Preparation of record drawings for demolition plans (C2.01-C.202), erosion control plans (C3.01-C3.11), PGD details and typical cross sections (C4.04-C4.08), AutoTurn Plan (C4.09), Water & Sewer details (C5.03-C5.06), Signing & Marking plans (C6.01-C6.03), Tree Disposition Plans (L0.01-L0.05), Irrigation Plans (L2.01-L2.12), Hardscape Plans (L3.01-L3.28), and Accessible Route Exhibit (AR-EX) are excluded from this scope of services.
- Record drawings will be revised by the consultant up to two (2) times upon receipt of comments from the City of Sunrise. Record drawing revisions beyond two rounds of City comments will require a project amendment.
- Preparation of plans for a Site Plan modification for submittal to the City of Sunrise Community Development Department or permit revision drawings for submittal to City Building or Engineering Departments will require a project amendment.

SUBCONSULTANT SERVICES - Walters Zackria Architects

Substantial Completion - 90 days of the following services

- Project Architect (PA) attendance at up to three on-site progress meetings @ 5 hours each
  - 15 hours
- PA attendance at up to seven virtual progress meetings @ 2 hours each
  - 14 hours
- Review of submittals, pay apps, RFIs, and issue clarifications
  - 60 hours
- Administrative time for 90 days
  - 6 hours

Final Completion - 45 days of the following services

- PA attendance at up to three on-site "Punch List" meetings
  - 15 hours
- PA attendance at up to three virtual progress meetings @ 2 hours each
  - 6 hours

- Subconsultant will prepare record drawings showing significant changes reported by the contractor or made to the architectural design by subconsultant. Record drawings are not guaranteed to be "as-built" but will be based on information made available. Per the original contract documents, the original contractor is required to provide project "as built" documentation for the subconsultant's review and use.
  - 25 hours
- Administrative time for 45 days (includes final invoice)
  - 4 hours
- MEP Subconsultant Services required in support of the PA for the above services
  - $5,000

Subconsultant Scope of Services Assumptions

- City's selected contractor will prepare the "as built" drawings as a plan markup.
- Only record drawings will be produced under this scope of services, following the City's selected contractor achieving Substantial Completion.
- Plan revisions required by the City of Sunrise prior to Substantial Completion will require a project amendment.
- Record drawings will be revised by the subconsultant up to two (2) times upon receipt of comments from the City of Sunrise. Record drawing revisions beyond two rounds of City comments will require a project amendment.

SCHEDULE

Extend Consultant's services to August 31, 2022, coinciding with the anticipated completion schedule.

Notice To Proceed (NTP) for contractor: Mid-April, assumed to be earliest start.

Substantial Completion: 90 days from NTP (mid-July at earliest)

Final Completion: 45 days from Substantial Completion (August 31, 2022)

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **$99,080 plus $800 additional reimbursable expenses.**

Consultant Services (Kimley-Horn):	
Substantial Completion	$35,450
Final	$27,930
Subconsultant Services (WZA):	
Substantial Completion	$22,630
Final	$13,070
Reimbursable Expenses:	$ 800 (Additional Reimbursable)

AMENDMENT NUMBER 10 TO THE AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 10 DATED March 28, 2022 to the agreement between City of Sunrise, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project, Resolution No. 15-61-15-A** (the "Project").

The Consultant has entered into the Agreement with 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.

CLIENT:	CONSULTANT:
CITY OF SUNRISE	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: **David Walthall, PE**
Title: _____	Title: **Senior Vice President**
Date: _____	Date: **3/28/22**

7002 PIC EP

CITY OF SUNRISE FLORIDA

Memorandum

To: Ania Krumenacker, Administrative Officer, Utilities Department

From: Bernita Sherrod, Administrative Assistant II, City Clerk's Office

Date: April 21, 2023

RE: **Eleventh Amendment to Standard Project Agreement and Kimley-Horn and Associates, Inc. for the Welleby Park Expansion Project Resolution No. 15-61-23-A (C23091)**

Please find attached please find one (1) fully executed originals of the agreement related to the Resolution mentioned above, a copy of which is attached.

Please let me know if you have any questions or require additional documents. I may be reached at ext. 3333.

CITY CLERK
CITY OF SUNRISE
2023 APR 20 PM 4:00

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-23-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "ELEVENTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC." FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 28, 2015 via Resolution No. 15-61-15-A, the City awarded a Standard Project Agreement to Kimley-Horn and Associates, Inc., as amended, to provide design and construction administration services for the Welleby Park Expansion Project; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement until April 28, 2026.

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

Section 1. A "Eleventh Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Eleventh Amendment) for the Welleby Park Expansion 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 11TH DAY of APRIL, 2023

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: KERCH

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2023 APR 20 PM 4:00

Eleventh Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.

This Eleventh Amendment ("Eleventh Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of $12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of $12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $39,620 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the Project Agreement to May 31, 2022; and

2024 APR 20 PM 4:00

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,420 plus $500 for reimbursable expenses; and

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $24,670 plus $300 for reimbursable expenses; and

WHEREAS, the parties entered into a Ninth Amendment on February 16, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $9,900 plus $90 for reimbursable expenses; and

WHEREAS, the parties entered into a Tenth Amendment on April 14, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of $99,080 plus $800 for reimbursable expenses and the extend the term of the Project Agreement to May 31, 2023; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement to April 28, 2026.

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 7.1 of the Project Agreement is hereby added as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until April 28, 2026 ~~May 31, 2023~~, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Conflicting Terms. In the event the terms of this Eleventh Amendment conflict with those of the Project Agreement and its amendments, the terms of this Eleventh Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

4. 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.

5. Effective Date. This Eleventh Amendment shall be effective when it has been fully executed by the parties.

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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 Mayor, attested to by its City Clerk, duly authorized to execute same and by KIMLEY-HORN AND ASSOCIATES, INC. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Mi[illegible] J. Ryan

20 day of April, 2023

AUTHENTICATION:

_____
Felicia Bravo, City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 MUNICIPAL CORPORATION FLORIDA

(SEAL)

Approved as to form for the CITY:

By: _____
Kimberly A. Kisslan
City Attorney

underscored text are additions
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ELEVENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: Christopher W. Heggen, P.E.

TITLE: Vice President

29th day of March, 2023

AUTHENTICATE:

Jonathan D. Haigh, PLA, ASLA

Assistant Secretary
Title

(CORPORATE SEAL)

WITNESSES:

underscored text are additions
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CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4R **Meeting Date:** 4/14/2026

City Reference Number (C#): C26084

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hillers Electrical Engineering, Inc. for Project Agreement Number: 26-011-HE Water Treatment Plant Fire Alarm System Upgrades"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

465.66.70.533.506510 - Construction Costs
Project 5173SY - Water Treatment Plant Fire Alarm System Upgrades

Amount:

$139,052.16

ATTACHMENTS:

ATY Resolution - C26084
Project Agreement 26-011-HE
Basis and Justification Memo

Background:

The Mechanical/Chemical Building and the Process Building at the Sawgrass Water Treatment Plant (WTP) were constructed in 2000. The Operations and Maintenance Building at the Sawgrass Wastewater Treatment Plant (WWTP) was constructed in 1985. While these facilities have been routinely maintained, the existing fire alarm systems are over 20 years old, require frequent service repairs, and were recently recommended for replacement by the Fire Department following inspections. To address these recommendations, improve system reliability, ensure compliance with current fire safety standards, and enhance overall facility safety a Capital Improvement Project was created.

On November 14, 2023, the City Commission approved Project Agreement No. PA-23-031-HE with Hillers Electrical Engineering, Inc. (Hillers) to provide design, permitting, and bidding services of the Water Treatment Plant Fire Alarm System Upgrades project. The proposed improvements include installation of new control panels, smoke detectors, and duct detectors integrated into a modern, fully coordinated fire alarm system.

On November 21, 2025, Bid No. 26-02-10-CM was issued for the Water Treatment Plant Fire Alarm System Upgrades. Following evaluations by the Purchasing Division, Utilities Department, and Hillers, and under a separate Agenda Item Request, award of the contract is recommended to the lowest responsive and responsible bidder, Cosugas, LLC. A separate agenda item will be presented at the April 14, 2026, City Commission Meeting to award this construction contract.

As the project transitions into the construction phase, the Utilities Department developed Project Agreement No. 26-011-HE with Hillers to provide Construction Management services during construction. These services will ensure the work is completed in accordance with the contract documents and will assist with compliance and certification by permitting agencies.

Staff negotiated a fee for these professional services with Hillers, that is considered fair and reasonable for the scope and complexity of the work, and funds are currently budgeted to complete this work.

This project agreement is consistent with Item Number 13 in Exhibit ‘A’ Scope of Services of the 2020 Continuing Services Agreement with Hillers Electrical Engineering, Inc. for Professional Electrical Engineering Services.

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Olesya Sanders, Project Manager Phone: 954-888-6022

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HILLERS ELECTRICAL ENGINEERING, INC. FOR PROJECT AGREEMENT NUMBER: 26-011-HE WATER TREATMENT PLANT FIRE ALARM SYSTEM UPGRADES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified professional engineering firm to provide construction management services for the Water Treatment Plant Fire Alarm System Upgrades Project, awarded via Bid No. 26-02-10-CM to Cosugas, LLC; and

WHEREAS, in 2020, the City entered into a Continuing Services Agreement with Hillers Electrical Engineering, Inc. for electrical engineering consultant services; and

WHEREAS, the City has developed a Project Agreement with Hillers Electrical Engineering, Inc. for construction management services based on the firm's reasonable proposal and based on its experience and availability for these services.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Hillers Electrical Engineering, Inc., the "Project Agreement between the City of Sunrise and Hillers Electrical Engineering, Inc. for Project Agreement Number: 26-011-HE Water Treatment Plant Fire Alarm System Upgrades" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk with a copy of any such extension.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 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

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HILLERS ELECTRICAL ENGINEERING, INC.

For

PROJECT AGREEMENT NUMBER: 26-011-HE

WATER TREATMENT PLANT FIRE ALARM SYSTEM UPGRADES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Hillers Electrical Engineering, Inc. ("Consultant") for Professional Services – Electrical Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated October 1, 2020, 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 October 1, 2020, 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 SERVICES

2.3.1 Consultant will provide construction management services for the Water Treatment Plant Fire Alarm System Upgrades project, including but not limited to the project management

and engineering services during construction.

2.4 ADDITIONAL SERVICES

The following services of the Consultant are not included in Section 2.3.1, 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.

2.4.1 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.

2.4.2 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.

2.4.3 Preparing drawings and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.4.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.4.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.5 SERVICE SCHEDULE

2.5.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities having 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 the Project is suspended for more than thirty (30) days, the Consultant shall also suspend 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 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.

2.5.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the

Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las occur, shall constitute the Contract Time.

2.5.3 Liquidated Damages – (NOT USED)

2.5.4 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.

2.6 PERSONNEL

2.6.1 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
Mark Luther, PE	Project Manager
Brandon Haas, PE	Professional Design Engineer
Randy Chamness	Lead Designer
Eduardo (Eddie) Vasquez	Construction Inspections
Jose Diaz	Construction Inspections
Partrick Donnelly	Construction Inspections
Thein Niang	Designer

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the

Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 BASIS OF COMPENSATION

4.1 The City shall compensate the Consultant for an amount not to exceed **$139,052.16** based on services rendered pursuant to Sections 2.3.1 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 4.2. Billings for each phase shall not exceed the amount allocated to each phase.

4.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task	Fee	
Task 1.0 Project Management	$26,092.80	(18.8%)
Task 2.0 Engineering Services During Construction:		
Task 2.1 Pre-construction Support	$2,545.92	(1.8%)
Task 2.2 Construction Meetings	$12,787.20	(9.2%)
Task 2.3 Requests for Information	$5,328.00	(3.8%)
Task 2.4 Shop Drawings and Submittals	$25,182.72	(18.1%)
Task 2.5 Change Orders	$5,967.36	(4.3%)
Task 2.6 Approval of Request for Payment	$3,790.08	(2.7%)
Task 2.7 Project Administration and Closeout	$4,792.32	(3.5%)
Task 2.8 Substantial and Final Completions	$2,626.56	(1.9%)
Task 2.9 As-Builts and Record Drawings	$3,859.20	(2.8%)
Task 2.10 Resident Project Representative	$46,080.00	(33.1%)
TOTAL	**$139,052.16**	**(100%)**

4.3 Additional services of the Consultant as described in Section 2.4, if any, shall be compensated as follows:

See EXHIBIT “B” Hourly Rates of the Continuing Services Agreement

4.4 Reimbursable Expenses as defined in Section 5 shall be reimbursed to the Consultant by the City as provided in Section 5.

4.5 If the scope of the Consultant’s services is changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 5 BILLING AND PAYMENTS TO CONSULTANT

5.1 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.

5.2 REIMBURSABLE EXPENSES – NOT USED

SECTION 6 TERM

6.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through 1,025 days unless otherwise terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Project Agreement. The City’s City Manager, in their sole discretion, may extend the term of this 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 7 TERMINATION

7.1 TERMINATION FOR CAUSE

7.1.1 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.

7.2 TERMINATION FOR CONVENIENCE

7.2.1 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.

7.2.2 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:

7.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

7.2.2.2 Consequential damages;

7.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

7.2.2.4 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

7.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

7.2.2.6 Damage or loss caused by delay.

7.3 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 8 SEVERABILITY

8.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Hillers Electrical Engineering, Inc. by and through its President the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

____ Day of _____, 20___

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT
Hillers Electrical Engineering, Inc.

By:_____
Mark E. Luther, P.E.
Senior Vice President

____ Day of ,_____ 2026

AUTHENTICATE:

_____
Jacki Yasin
Administrative Assistant

(CORPORATE SEAL)

WITNESSES:

_____

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

Project Background

The City of Sunrise (City) has advertised the design for replacement of the legacy fire alarm systems at the Sawgrass Water Treatment Plant Process, Chemical and Mechanical Buildings and the Sawgrass Wastewater Treatment Plant Operations and Maintenance Building. The existing fire alarm system is over 20 years old and requires upgrade to a modern, fully integrated system. The Consultant will provide construction management services during the construction phase of the project.

TASK 1.0 – PROJECT MANAGEMENT

Hillers Electrical Engineering, Inc. ("Consultant") will be responsible for overall coordination and management of the project through its assigned Project Manager. Consultant will ensure completion of tasks and submitting deliverables according to the project schedule and budget, staffing, and identifying and communicating with the City issues that arise, which may impact project progress. This task includes the coordinating, assembling and formatting of deliverables and other internal project management meetings and activities. Consultant will prepare monthly progress reports in support of invoices to describe the current budget and schedule status, project issues requiring discussion or resolution, and number of field observation hours incurred during construction activities.

Under this task, Consultant shall also examine and review all construction schedules, and updates thereof, submitted by any Contractor or supplier in connection with the construction of the Project. Consultant shall advise City in writing with respect to the adequacy and accuracy of any such schedules or updates.

TASK 2.0 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

Task 2.1 - Pre-Construction Support

Consultant shall schedule and attend a Pre-Construction meeting, which shall include Consultant, City, Contractor, and major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by Consultant or City.

Task 2.2 - Construction Meetings

During construction, Consultant shall attend meetings with City, Contractor, and others, bi-weekly during active construction period, including specialty meetings with outside entities and agencies, and final / project close-out meetings to review the progress of the Project and final close-out documents. Consultant shall prepare, distribute, and maintain detailed minutes of the meetings under this task.

Task 2.3 - Requests for Information (RFIs)

Consultant will review and respond to requests for information (RFIs) as provided by Contractor. Responses will be provided within a maximum of fourteen (14) calendar days from receipt of RFIs. Consultant will maintain the official log of RFIs received from Contractor, which will be made available to the City for informational purposes on a monthly basis.

Task 2.4 - Shop Drawings and Submittals

Consultant will review, and process, or take other necessary action upon review of Contractor's Shop Drawings, product data, samples, and other submittals. Review and stamp by Consultant of Contractor's submittal shall constitute Consultant's representation to City that such submittal is in conformance with the Contract for Construction within fourteen (14) days. Additional reviews of a particular submittal after a second time it has been reviewed are not included in this effort.

Task 2.5 - Change Orders

Consultant shall review and verify accuracy of proposals and requests for Change Orders from Contractor or City. Upon completion of the review, Consultant will issue a recommendation letter to the City.

Task 2.6 - Approval of Request for Payment

Consultant shall review each Contractor's pay requests and shall, with each pay request, recommend amounts due to Contractor under the Contract for Construction predicated upon: observations of the work as described above, evaluation of Contractor's rate of progress in relation to the remaining Contract time, the Schedule of Values, review of partial and final releases of liens from the contractor's subcontractors and material suppliers and upon evaluation of Contractor's Request for Payment, shall issue recommended approvals for payment to City of such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by Consultant to City that Consultant has made an observation of the work as required in Task 2.12, and that the work has progressed to the level indicated, that the quality of the work meets the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of Consultant, Contractor is entitled to payment to the amount recommended for approval. City shall be the final interpreter of the amount of payment. Fourteen (14) Request for Payment Reviews are budgeted.

Task 2.7 - Project Administration & Closeout

Consultant shall provide the following administrative and project closeout services: assistance in receiving and reviewing Project close-out documents from the contractor.

Task 2.8 – Substantial and Final Completions

Consultant will conduct a substantial completion walk through each building and provide a punch-list based on field observations of the completed work. A follow-up field visit will be performed for each location to ensure the punch-list items have been completed. Consultant shall determine and recommend in writing to City the date of Substantial Completion and the date of Final Completion of the Project. Consultant's Field Personnel shall witness and verify all tests required by the Contract Documents as well as the installation and operation of equipment and systems by Contractor.

Task 2.9 - As-Builts & Record Drawings

Consultant will review and provide comments on the Contractor's provided as-builts (Electronic submittal from Contractor). Consultant shall prepare Record Drawings based on furnished as-built drawings.

Task 2.10 – Resident Project Representative (RPR)

Consultant will provide a part-time resident project representative for field observation services. The purpose of such field observations shall be to determine the quality, quantity and progress of the work in comparison with the requirements of the Contract for Construction.

Consultant's RPR shall monitor, document, and observe the work of Contractor whenever or wherever appropriate, including any final inspection required by the contract documents over a duration of four hundred twenty-five (425) days (up to substantial completion). The purpose of such inspections shall be to determine the quality, quantity and progress of the work in comparison with the requirements of the Contract for Construction. In making such inspections,

Consultant shall exercise care to protect City from defects or deficiencies in the work, from unexcused delays in the Schedule and from overpayment to Contractor. Following each such inspection Consultant shall submit a written report of such inspection, together with any appropriate comments or recommendations, to City. Furthermore, Consultant shall require and review any and all tests required by law, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to City the results thereof.

It is anticipated that Consultant's RPR will be on-site part-time, each week, for an average of eight (8) hours per week from Contractor's Notice to Proceed, to Substantial Completion.

Following each such observation Consultant shall submit a written report of such observation (in electronic and hardcopy format), together with any appropriate comments or recommendations, to City. Consultant shall provide periodic photographs of the work and a copy of the observation reports in a project notebook to be delivered to City on a monthly basis. Furthermore, Consultant shall require and review all tests required by the Contract Documents and shall report in writing to City the results thereof.

RPR shall serve as Consultant's liaison with Contractor but shall not, absent written approval from Contractor, communicate with Contractor's subcontractors. RPR shall maintain detailed records related to tests and test results. RPR shall maintain, and keep available, a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. RPR shall maintain detailed records of the progress of the work, any problems encountered by Contractor or subcontractors, weather conditions, activities observed when on-site, site visitors, decisions, observations in general, specific observations, manpower on the Project, and items as may be relevant to the progress and quality of the construction.

EXHIBIT "2"

SCHEDULE OF SERVICE

Task:	**Duration:**
1.0 Project Management	425 days from Notice To Proceed
2.0 ESDC	845 days from Notice of Commencement

CITY OF SUNRISE

Memorandum

To: File

From: Earl Prizlee, P.E. Capital Projects Director EPP

Date: March 17, 2026

Re: Basis & Justification for Consultant Selection for Professional Construction Management Services for the Water Treatment Plant Fire Alarm System Upgrades Project.

The Utilities Department assigned professional engineering services to Hillers Electrical Engineering, Inc. (Hillers) for assistance with construction management services for the Water Treatment Plant Fire Alarm System Upgrades Project.

Basis

The Water Treatment Plant Fire Alarm System Upgrades project is part of the City's Five-year Capital Improvement Program with funding available for this fiscal year for construction management services.

Justification

Hillers has provided the City a reasonable proposal for these construction management services related to this project. Hillers designed this project and is capable of performing the services based on their experience and availability. This assignment has been evaluated for compliance with the objective of equitable distribution of work to the various design consultants under the Continuing Services Agreement, and it is consistent with that objective.

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4S **Meeting Date:** 4/14/2026

City Reference Number (C#): C26090

Item Description:

A Resolution of the City of Sunrise, Florida, to Award Bid No. 26-02-10-CM for the Water Treatment Plant Fire Alarm System Upgrades Project to Cosugas, LLC; approving Contract No. C-26-02-10-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
402.66.70.535.506510 - Construction
Project No. 5173SY - Water Treatment Plant Fire Alarm System Upgrades

Amount:
$1,507,777.00

ATTACHMENTS:

ATY Resolution - C26090

Bid Tabulation
Sunbiz - Cosugas, LLC

Background:

The Sawgrass Water Treatment Plant (WTP), constructed in 2000, consists of the Mechanical/Chemical Building and the Process Building. The Sawgrass Wastewater Treatment Plant (WWTP), constructed in 1985, includes the Operations and Maintenance Building. While these facilities have been routinely maintained, the existing fire alarm systems are now over 20 years old, require frequent service repairs, and were recently recommended for replacement by the Fire Department following inspections. To address these recommendations, improve system reliability, ensure compliance with current fire safety standards, and enhance overall facility safety a Capital Improvement Project was created.

On November 14, 2023, the City Commission approved Project Agreement 23-031-HE with Hillers Electrical Engineering, Inc (Hillers). for design, permitting, and bidding services of the Water Treatment Plant Fire Alarm System Upgrades project. The construction documents have been completed and the City of Sunrise, Utilities Department requires a qualified contractor to perform construction services for the project. The scope of work consists of, but is not limited to, the following: the replacement of existing fire alarm systems with addressable fire alarm systems at the City of Sunrise Sawgrass WTP and WWTP. The basic elements of the fire alarm system shall include, but not be limited to, the furnishing and installation of all labor, equipment and material for all work necessary and required for the demolition of existing fire alarm systems, installation and integration of new addressable fire alarm system throughout the facility. This includes but is not limited to all general appurtenances, equipment, conduit, wiring, fiber optics, network devices, electrical systems, fire alarm control panels, fire alarm power supplies, signaling devices, notification appliances, engineering, site investigation, site restoration, construction sequencing requirements, preparation and submittal of shop drawings, integration, coordination with Owner, testing, start-up services, NFPA 72 required documentation and other related work required, but not necessarily defined in other Items, for a complete operable fire alarm system in accordance with 2021 Florida Fire Prevention Code.

On November 21, 2025, Bid No. 26-02-10-CM was issued for this project. A mandatory pre-bid meeting with a site visit was conducted on December 3, 2025, with six prospective bidders in attendance. The bid opening took place on December 22, 2025, and two bids were received.

Following the evaluation by the Purchasing Office, Utilities Department and Hillers Electrical Engineering, Inc. (Consultant), it is recommended to award the contract to the lowest responsive and responsible bidder, Cosugas, LLC (Cosugas).

Cosugas' bid price is approximately 9% lower than the Engineer's Opinion of Probable Construction Cost (OPCC), while the second-lowest bidder's submitted price was 47.46% higher than the OPCC. The Consultant reviewed the bids in detail and determined that the pricing is reasonable under current market conditions. In addition, staff received confirmation of pricing and an extension of the bid validity period from Cosugas, LLC. All references were favorable for Cosugas' performance on other projects of similar type and scale with other entities. Cosugas, LLC is a vendor located in the City of Sunrise and their prime subcontractor is also located in

Sunrise and the subcontractor has successfully performed work for the City.

Staff is requesting approval to award to Cosugas, LLC. Following award by the Commission, the Contractor will be required to obtain acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award. The construction contract and associated construction documents are available at the Purchasing Office upon request.

A companion agenda item awarding a Project Agreement with Hillers for Construction Management Services. is also being submitted for City Commission consideration at the April 14, 2026, City Commission Meeting.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Cheryl McCalla, CPPB Phone: 954-572-2204

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. 26-02-10-CM FOR THE WATER TREATMENT PLANT FIRE ALARM SYSTEM UPGRADES PROJECT TO COSUGAS, LLC; APPROVING CONTRACT NO. C-26-02-10-CM; 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. 26-02-10-CM for the Water Treatment Plant Fire Alarm System Upgrades Project to Cosugas, LLC is hereby approved in the amount of $1,507,777.00, 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 or designee 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 26-02-10-CM

BID TITLE: Water Treatment Plant Fire Alarm System Upgrades

OPENING DATE: December 22, 2025

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
Cosugas, LLC	$1,507,777.00
Canseco Electrical Contractors, Inc.	$2,450,000.00

BID OPENED BY:
Cheryl McCalla, M.S., CPPB

Detail by Entity Name

Florida Limited Liability Company
COSUGAS, LLC

Filing Information

Document Number	L02000021796
FEI/EIN Number	05-0540995
Date Filed	08/23/2002
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	03/25/2004
Event Effective Date	NONE

Principal Address

719 Shotgun Rd
Sunrise, FL 33326

Changed: 03/01/2016

Mailing Address

1059 Waterside Circle
Weston, FL 33327

Changed: 03/01/2016

Registered Agent Name & Address

GIACOMELLI, HERMAN
1059 Waterside Circle
Weston, FL 33327

Name Changed: 09/26/2003

Address Changed: 03/01/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

GIACOMELLI, HERMAN
1059 Waterside Circle
Weston, FL 33327

Title MGRM

ROSETTI, MARIANA
1059 Waterside Circle
Weston, FL 33327

Annual Reports

Report Year	Filed Date
2023	04/08/2023
2024	03/11/2024
2025	03/12/2025

Document Images

03/12/2025 -- ANNUAL REPORT	View image in PDF format
03/11/2024 -- ANNUAL REPORT	View image in PDF format
04/08/2023 -- ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
06/03/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
03/29/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
03/14/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format

04/13/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- ANNUAL REPORT	View image in PDF format
04/23/2007 -- ANNUAL REPORT	View image in PDF format
04/11/2006 -- ANNUAL REPORT	View image in PDF format
03/15/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
03/25/2004 -- Amended and Restated Articles	View image in PDF format
09/26/2003 -- Reg. Agent Change	View image in PDF format
09/09/2003 -- Amended and Restated Articles	View image in PDF format
06/13/2003 -- ANNUAL REPORT	View image in PDF format
11/05/2002 -- Amended and Restated Articles	View image in PDF format
08/23/2002 -- Florida Limited Liabilites	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4T **Meeting Date:** 4/14/2026

City Reference Number (C#): C26101

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Amendment No. 3 to Agreement No. 22SRP29 between Florida Department of Environmental Protection and City of Sunrise" for the Springtree Wastewater Treatment Plant Storage and Equipment Building Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26101

Amendment No. 3 to Grant Agreement
Amendment No. 2 to Grant Agreement
Resolution No. 23-90-25-A
Amendment No. 1 to Grant Agreement
Resolution No. 23-90-23-A
Original Grant Agreement
Resolution No. 23-90

Background:

The City of Sunrise adopted 5-year Capital Improvement Program includes the Utilities Department's Springtree Wastewater Treatment Plant Storage and Equipment Building project. The project consists of a new building to house maintenance staff, including mechanics and electricians; as well as mechanical equipment, electrical equipment, and parts used for operations of the Springtree Treatment Plant. The project is currently under construction and nearing completion.

Prior to the start of construction, the City applied to the State of Florida for a Department of Environmental Protection (FDEP) Resilient Florida Program Grant and was selected to receive a $655,000 grant towards the construction of the Springtree Wastewater Treatment Plant Storage and Equipment Building project. On June 27, 2023 the City Commission approved Resolution No. 23-90 authorizing the City Manager to execute the Grant Agreement and any associated documents with the Grant Agreement.

On December 12, 2023, the City Commission approved Resolution 23-90-23-A authorizing the City Manager to execute Amendment No. 1 to the Grant Agreement revising Standard Terms and Conditions and the Grant Work Plan. Subsequently, on March 25, 2025 the City Commission approved Resolution 23-90-25-A authorizing the City Manager to execute Amendment No. 2 to the Grant Agreement revising Standard Terms and Conditions and Grant expiration date to June 30, 2026.

The project is nearing substantial completion; however, additional time is required to finalize project closeout and fulfill grant closeout requirements. To accommodate this, FDEP has granted the City an extension through March 31, 2027, and proposed minor revisions to the Standard Terms and Conditions which necessitates an amendment to the Grant Agreement.

City staff have reviewed the Amendment 3 to Grant Agreement provided by FDEP and recommend execution of the Amendment. Authorization is requested of the City Commission to allow the City Manager to execute Amendment No. 3 to the Grant Agreement and any documents associated with this Amendment.

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, APPROVING "AMENDMENT NO. 3 TO AGREEMENT NO. 22SRP29 BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND CITY OF SUNRISE" FOR THE SPRINGTREE WASTEWATER TREATMENT PLANT STORAGE AND EQUIPMENT BUILDING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 27, 2023, via Resolution No. 23-90, the Sunrise City Commission approved a Standard Grant Agreement between the State of Florida Department of Environmental Protection (FDEP) and the City of Sunrise (Agreement) awarding the City matching grant funds from the Resilient Florida Program for the Springtree Wastewater Treatment Plant Storage and Equipment Building Project; and

WHEREAS, on December 12, 2023, via Resolution No. 23-90-23-A, the Sunrise City Commission approved Amendment No. 1 to the Agreement revising the standard terms and conditions and the Grant Work Plan; and

WHEREAS, on March 25, 2025, via Resolution No. 23-90-25-A, the Sunrise City Commission approved Amendment No. 2 to the Agreement revising the expiration date and terms and conditions; and

WHEREAS, a third amendment to the Agreement is necessary to incorporate FDEP's revisions to the standard terms and conditions and extend the term through March 31, 2027 to allow completion of the Project and fulfill grant closeout requirements.

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

Section 1. "Amendment No. 3 to Agreement No. 22SRP29 between Florida Department of Environmental Protection and City of Sunrise" (Amendment No. 3) for the Springtree Wastewater Treatment Plant Storage and Equipment Building Project is hereby approved. A copy of Amendment No. 3 is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute Amendment No. 3. The City Manager is further authorized to execute forms or documents necessary to fully perform the Agreement.

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

AMENDMENT NO. 3
TO AGREEMENT NO. 22SRP29
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SUNRISE

This Amendment to Agreement No. 22SRP29 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Sunrise (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Sunrise Springtree Wastewater Treatment Plant Improvements (Project), effective October 2, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to the Project's expected end date being the same as the task due date; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to Performance Measures, Consequences for Non-Performance, and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, and Attachment 6 following updates from the Office of the General Counsel and Resilient Florida Program.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to March 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1-B, Second Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-C, Third Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-B shall hereinafter refer to Attachment 1-C, Third Revised Standard Terms and Conditions.

3. Attachment 2-B, Second Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-C, Third Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-B shall hereinafter refer to Attachment 2-C, Third Revised Special Terms and Conditions.

4. Attachment 3-B, Second Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-C, Third Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-B shall hereinafter refer to Attachment 3-C, Third Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

6. Attachment 6-A, Revised Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6-A shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SUNRISE	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Rodrigo de Castro, Utilities Director Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-C	Third Revised Standard Terms and Conditions (14 pages)
Attachment	2-C	Third Revised Special Terms and Conditions (3 pages)
Attachment	3-C	Third Revised Grant Work Plan (3 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-B	Second Revised Program Specific Requirements (3 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
THIRD REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-C

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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.

   iii. Antitrust Violator Vendors. 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 on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

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

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Third Revised Special Terms and Conditions
AGREEMENT NO. 22SRP29

ATTACHMENT 2-C

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Sunrise Springtree Wastewater Treatment Plant Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022, and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 77.41% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,245,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
THIRD REVISED GRANT WORK PLAN
AGREEMENT NO. 22SRP29

ATTACHMENT 3-C

PROJECT TITLE: City of Sunrise Springtree Wastewater Treatment Plant Improvements

PROJECT LOCATION: The Project is located in the City of Sunrise within Broward County, Florida.

PROJECT DESCRIPTION:
The City of Sunrise (Grantee) will implement the City of Sunrise Springtree Wastewater Treatment Plant Improvements (Project) to include the replacement of the existing storage and equipment building, increasing elevation to protect critical equipment and staff that service the Springtree Water and Wastewater Treatment Plants.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct a new storage and equipment building that includes office space, garage bays, parking facilities, a roof mounted solar panels, lighting, HVAC, and plumbing fixtures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit the following:

- **1.1:** A copy of the final design and record (as-built) drawings;
- **1.2:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **1.3:** A Certificate of Completion and a Certificate of Occupancy, signed by a Florida-registered Professional Engineer;
- **1.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **1.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. When the Grantee has been reimbursed for 85% of the Total Task Amount, no further reimbursement will be issued for this Task based solely on the Project Administration and Management Report deliverable(s). The report(s) must clearly document the work performed during the performance period and include all of the following applicable items:
    - A summary of project activities and site inspection(s);
    - Meeting minutes to all attended meetings;
    - Field notes; and
    - Project photos.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be

sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	$655,000	$2,245,000	$2,900,000	7/1/2022	12/31/2026
		Total:	**$655,000**	**$2,245,000**	**$2,900,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	$655,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$655,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-B

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

AMENDMENT NO. 2
TO AGREEMENT NO. 22SRP29
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SUNRISE

This Amendment to Agreement No. 22SRP29 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Sunrise (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Sunrise Springtree Wastewater Treatment Plant Improvements (Project), effective October 2, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays in obtaining required permits and commencing construction; and,

WHEREAS, the Grantee has requested a change in the Project Timeline and Budget Detail Table in Attachment 3-A, Revised Grant Work Plan; and

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, and Payment Request Schedule in Attachment 3-A, Revised Grant Work Plan; and,

WHEREAS, the Department has requested an update to Attachment 1-A, Attachment 2-A, Attachment 3-A, Attachment 4, Attachment 6, Exhibit A, and Exhibit H following updates from the Office of the General Counsel and the Resilient Florida Program.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.

3. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.

4. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

7. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

8. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

9. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SUNRISE

By: _____
Authorized Representative or Designee

Mark Lubelski, City Manager
Print Name and Title

Date: 4/21/25

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Alex Reed
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date: 4/30/2025

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (2 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND
CONDITIONS APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-B

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. 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.

iii. Antitrust Violator Vendors. 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 on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Terms and Conditions
AGREEMENT NO. 22SRP29

ATTACHMENT 2-B

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Sunrise Springtree Wastewater Treatment Plant Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 77.41% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,245,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 22SRP29

ATTACHMENT 3-B

PROJECT TITLE: City of Sunrise Springtree Wastewater Treatment Plant Improvements

PROJECT LOCATION: The Project is located in the City of Sunrise within Broward County, Florida.

PROJECT DESCRIPTION:
The City of Sunrise (Grantee) will implement the City of Sunrise Springtree Wastewater Treatment Plant Improvements (Project) to include the replacement of the existing storage and equipment building, increasing elevation to protect critical equipment and staff that service the Springtree Water and Wastewater Treatment Plants.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct a new storage and equipment building that includes office space, garage bays, parking facilities, a roof mounted solar panels, lighting, HVAC, and plumbing fixtures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables:
The Grantee will submit:

- **1.1:** A copy of the final design and record (as-built) drawings;
- **1.2:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **1.3:** A Certificate of Completion and a Certificate of Occupancy, signed by a Florida-registered Professional Engineer;
- **1.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **1.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	$655,000	$2,245,000	$2,900,000	7/1/2022	3/31/2026
		Total:	**$655,000**	**$2,245,000**	**$2,900,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22SRP29

Project Title: City of Sunrise Springtree Wastewater Treatment Plant Improvements

Grantee: City of Sunrise

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

CITY CLERK
CITY OF SUNRISE

2025 MAR 31 PM 2:59

SUNRISE, FLORIDA

RESOLUTION NO. 23-90-25-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AMENDMENT NO. 2 TO AGREEMENT NO. 22SRP29 BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND CITY OF SUNRISE" FOR THE SPRINGTREE WASTEWATER TREATMENT PLANT STORAGE AND EQUIPMENT BUILDING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 27, 2023, via Resolution No. 23-90, the City Commission approved a Standard Grant Agreement between the State of Florida Department of Environmental Protection (FDEP) and the City of Sunrise (Agreement) awarding the City matching grant funds from the Resilient Florida Program for the Springtree Wastewater Treatment Plant Storage and Equipment Building project; and

WHEREAS, on December 12, 2023, via Resolution No. 23-90-23-A, the City Commission approved Amendment No. 1 to the Agreement revising the standard terms and conditions and the Grant Work Plan

WHEREAS, FDEP has requested an additional amendment to the Agreement to revise the expiration date, revise existing provisions, and incorporate new provisions; and

WHEREAS, City staff has reviewed FDEP's proposed revisions and requests permission authorizing the City Manager to execute Amendment No. 2 to the Agreement.

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

Section 1. "Amendment No. 2 to Agreement No. 22SRP29 between Florida Department of Environmental Protection and City of Sunrise" (Second Amendment) for the Springtree Wastewater Treatment Plant Storage and Equipment Building project is hereby approved. A copy of the Second Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Second Amendment and any associated documents necessary to effectuate the Second Amendment.

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

PASSED AND ADOPTED this 25TH, DAY of MARCH, 2025.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE • CORPORATE SEAL 1961 • MUNICIPAL CORPORATION • FLORIDA

MOTION: SCUOTTO
SECOND: KERCH

CLARKE: YEA
GUZMAN: ABSENT
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

Date: Jan 08, 2024
Time: 12:16 pm
Department: City Clerk

AMENDMENT NO. 1
TO AGREEMENT NO. 22SRP29
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SUNRISE

This Amendment to Agreement No. 22SRP29 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Sunrise (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Springtree Wastewater Treatment Plant Storage and Equipment Building (Project), effective October 2, 2023; and,

WHEREAS, the Department has requested an update to the Project Title shall hereinafter change from, "Springtree Wastewater Treatment Plant Storage and Equipment Building" to "City of Sunrise Springtree Wastewater Treatment Plant Improvements" with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 22SRP29; and,

WHEREAS, the Department has requested an update to the Reimbursement Period in Attachment 2 to begin on July 1, 2022 and end at the expiration of the Agreement; and,

WHEREAS, the Department has requested an update to the Performance Measures and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, and Exhibit F following updates from the Office of the General Counsel; and,

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Matthew Hermele
Address: Resilient Florida Program
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: 850-245-8360
Email: Matthew.Hermele@FloridaDEP.gov

2. Section 7. of the Standard Grant Agreement is hereby revised to the following:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)

☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification

3. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

4. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

5. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

6. Exhibit F, Final Project Report, is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Project Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F, shall hereinafter refer to Exhibit F-1, Revised Final Project Report.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SUNRISE

By: _____
Authorized Signature or Designee

Mark Lubelski, City Manager
Print Name and Title

Date: 12/22/23

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Alex Reed
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date: 1/5/2024

Approved as to
legal form and sufficiency
for the City of Sunrise, Florida
By: _____
Kimberly A. Kisslan, City Attorney

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (6 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	J	Common Carrier or Contracted Carrier Attestation Form (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

   This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
   i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. 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.

iii. Antitrust Violator Vendors. 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 on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22SRP29

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Sunrise Springtree Wastewater Treatment Plant Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 77.41% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,245,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.
Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22SRP29

ATTACHMENT 3-A

PROJECT TITLE: City of Sunrise Springtree Wastewater Treatment Plant Improvements

PROJECT LOCATION: The Project is located in the City of Sunrise within Broward County, Florida.

PROJECT DESCRIPTION:
The City of Sunrise (Grantee) will implement the City of Sunrise Springtree Wastewater Treatment Plant Improvements (Project) to include the replacement of the existing storage and equipment building, increasing elevation to protect critical equipment and staff that service the Springtree Water and Wastewater Treatment Plants.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct a new storage and equipment building that includes office space, garage bays, parking facilities, a roof mounted solar panels, lighting, HVAC, and plumbing fixtures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

Deliverables:
The Grantee will submit:

- **1.1:** A copy of the final design and record (as-built) drawings;
- **1.2:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **1.3:** A signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request;
- **1.4:** A signed Engineer's Certification of Payment Request; and
- **1.5:** When construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer or a Florida Registered Architect.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the

deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	$655,000	$2,245,000	$2,900,000	7/1/2022	3/31/2025
		Total:	**$655,000**	**$2,245,000**	**$2,900,000**		

EXHIBIT F-1

DEP AGREEMENT NO. 22SRP29

CITY OF SUNRISE SPRINGTREE WASTEWATER TREATMENT PLANT IMPROVEMENTS

City of Sunrise

Revised Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Sunrise is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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

Printed Name: Mark Lubelski

Title: City Manager

Signature: [signature] Date: 12/22/23

CITY CLERK
CITY OF SUNRISE
2023 DEC 19 AM 11:50

SUNRISE, FLORIDA

RESOLUTION NO. 23-90-23-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AMENDMENT NO. 1 TO AGREEMENT NO. 22SRP29 BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND CITY OF SUNRISE" FOR THE SPRINGTREE WASTEWATER TREATMENT PLANT STORAGE AND EQUIPMENT BUILDING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 27, 2023, via Resolution No. 23-90, the City Commission approved a Standard Grant Agreement between the State of Florida Department of Environmental Protection (FDEP) and the City of Sunrise (Agreement) awarding the City matching grant funds from the Resilient Florida Program for the Springtree Wastewater Treatment Plant Storage and Equipment Building project; and

WHEREAS, FDEP has requested an amendment to the Agreement to incorporate new provisions and other changes; and

WHEREAS, staff requests permission to allow the City Manager to execute Amendment No. 1 to the Agreement in order to incorporate the changes requested by FDEP.

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

Section 1. "Amendment No. 1 to Agreement No. 22SRP29 between Florida Department of Environmental Protection and City of Sunrise" (First Amendment) for the Springtree Wastewater Treatment Plant Storage and Equipment Building project is hereby approved. A copy of the First Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the First Amendment.

Section 3. Effective Date. This Resolution shall be effective retroactive to July 1, 2022.

PASSED AND ADOPTED this 12TH DAY of DECEMBER, 2023.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE • CORPORATE SEAL 1961 A MUNICIPAL CORPORATION • FLORIDA

MOTION: SCUOTTO
SECOND: KERCH

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Springtree Wastewater Treatment Plant Storage and Equipment Building**
Agreement Number: **22SRP29**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Sunrise** Entity Type: **Local Government**

Grantee Address: **10770 West Oakland Park Boulevard Sunrise, Florida 33351** FEID: **59-0944587** (Grantee)

3. Agreement Begin Date: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Broward County**

Project Description: **The Project will replace the existing storage and equipment building that services the Springtree Water and Wastewater Treatment Plants with a building that meets modern building standards for wind mitigation and water intrusion, including construction of or upgrades to garage bays, parking facilities, solar panels, lighting, HVAC, and plumbing.**

5. Total Amount of Funding: **$ 655,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**FY 22-23 GAA Line Item #1775A**	$ **655,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **2,245,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **2,900,000.00**

6. Department's Grant Manager
Name: **Deneka Smith** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-2171**
Email: **Deneka.Smith@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Ana Hernandez** or successor
Address: **City of Sunrise**
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Phone: **954-578-4766**
Email: **ahernandez@sunrisefl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8.	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Sunrise **GRANTEE**

By _____ 6/30/23
(Authorized Signature) Date Signed

Mark S. Lubelski, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

Approved as to
legal form and sufficiency
for the City of Sunrise, Florida
By _____
Kimberly A. Kisslan, City Attorney

ORCP Additional Signatures

DEP Grant Manager, Deneka Smith

DEP QC Reviewer, Jeremy Jimenez

Grantee may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;

    ii. The making by Grantee of a general assignment for the benefit of creditors;

    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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.

   iii. Antitrust Violator Vendors. 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 on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22SRP29

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Springtree Wastewater Treatment Plant Storage and Equipment Building. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 77.41% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,245,000 through cash or third party in-kind towards the project funded under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22SRP29

ATTACHMENT 3

PROJECT TITLE: Springtree Wastewater Treatment Plant Storage and Equipment Building

PROJECT LOCATION: The Project is located in the City of Sunrise within Broward County, Florida.

PROJECT DESCRIPTION:
The City of Sunrise (Grantee) will implement the Springtree Wastewater Treatment Plant Storage and Equipment Building (Project) to include the replacement of the existing storage and equipment building, increasing elevation to protect critical equipment and staff that service the Springtree Water and Wastewater Treatment Plants.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct a new storage and equipment building that includes office space, garage bays, parking facilities, a roof mounted solar panels, lighting, HVAC, and plumbing fixtures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

Deliverables:
The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) list of permit type, number, and issuing entity for all local, state, and federal permits required for the Project; 3) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 4) a signed Engineer's Certification of Payment Request; and 5) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer or a Florida Registered Architect.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within ten (10) working days. Upon written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with the payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the

Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	$655,000	$2,245,000	$2,900,000	7/1/2022	3/31/2025
		Total:	**$655,000**	**$2,245,000**	**$2,900,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	22.23	37.098	Resilient Florida Program	$655,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$655,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22SRP29

SPRINGTREE WASTEWATER TREATMENT STORAGE AND EQUIPMENT BUILDING

City of Sunrise

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A) as a result of the project; and 3) final project photos.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22SRP29

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: ( ) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22SRP29

Project Title: Springtree Wastewater Treatment Plant Storage and Equipment Building

Grantee: City of Sunrise

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

CITY CLERK
CITY OF SUNRISE
2023 JUL 3 PM 2:01

SUNRISE, FLORIDA

RESOLUTION NO. 23-90

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD GRANT AGREEMENT" BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF SUNRISE FOR THE SPRINGTREE WASTEWATER TREATMENT PLANT STORAGE AND EQUIPMENT BUILDING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise applied to the State of Florida Department of Environmental Protection (FDEP) Resilient Florida Program Grant for funding assistance for the Springtree Wastewater Treatment Plant Storage and Equipment Building project; and

WHEREAS, the City has been awarded a $655,000 matching Grant towards the construction of the project; and

WHEREAS, staff requests permission to allow the City Manager to execute the FDEP Grant Agreement and any associated documents with the Grant Agreement.

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

Section 1. A "State of Florida Department of Environmental Protection Standard Grant Agreement" for the Springtree Wastewater Treatment Plant Storage and Equipment Building project is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Agreement.

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

PASSED AND ADOPTED this 27th DAY of JUNE, 2023.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

MOTION: KERCH
SECOND: SCUOTTO

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4U **Meeting Date:** 4/14/2026

City Reference Number (C#): C26108

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Surtax Funding Agreement," including a "Cover Sheet," a "Surtax Grant Match Program Funding Application," and "Standard Terms and Conditions for Surtax-Funded Municipal Transportation Project Interlocal Agreements (Rehabilitation & Maintenance Projects, Microtransit, Capital Projects, and Grant Match Program)" between Broward County and the City of Sunrise for the Sunset Strip Drainage 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 - C26108
Grant Match Surtax Funding Interlocal Agreement
Executed Resilient Florida Grant Agreement
Third Amendment to Interlocal Agreement
Second Amendment to Interlocal Agreement
First Amendment to Interlocal Agreement
Interlocal Agreement
Resolution No. 18-110

Background:

On November 6, 2018, Broward County voters approved a referendum for a one percent (1%) transportation surtax to address both infrastructure and operational transportation needs countywide. The County intends to use a portion of the funds for Submitted Municipal Projects, ranked by the MPO and approved by an independent Oversight Board. For each applicable year that Broward County receives surtax proceeds, an amount equal to a minimum of 10%, less the amount directly paid for a community shuttle service, shall be used to fund Submitted Municipal Projects, provided that Transportation Surtax Proceeds may only be used to fund Submitted Municipal Projects from municipalities that are a party to the Transportation System Surtax Interlocal Agreement (ILA).

The City Commission approved the ILA on September 11, 2018, authorizing the appropriate City officials to execute the ILA, and authorized the appropriate City staff to take necessary actions to comply with the terms of the ILA. Subsequently, on September 26, 2018 the City Commission approved revisions to the ILA via Resolution No. 18-110, thereby not executing the initial Resolution for the ILA from the September 11, 2018 City Commission Meeting. There is no termination provision included in the ILA. In addition, the ILA may be amended without the City's approval if a majority of the municipalities that are a party to the ILA, cumulatively representing more than 50% of the County's total population, agree to amend the ILA. On September 19, 2019 Broward County recorded the First Amendment to the ILA without the City of Sunrise approval and with approval of municipalities, representing more than 50% of the total County population.

On June 18, 2020, the County Commission approved Transportation Surtax funding for FY2020 (which included funding carried forward from FY2019) of more than $60 million for the applicable phases of the 97 statutorily eligible municipal capital projects recommended by the MPO, and up to $50 million for municipal rehabilitation and maintenance projects. The City has one construction ready capital project that was recommended by the MPO and approved by the County Commission. Additionally, the City has two rehabilitation and maintenance projects that were approved by the County Commission.

On January 26, 2021, the City Commission approved the Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement, which outlined the criteria for evaluating process, documented the allocation for municipal capital projects, and included other minor changes.

On June 24, 2025, the City Commission approved the Third Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement. This Amendment was developed in collaboration between Broward County and the Broward County City Manager's Association (BCCMA). It included reprioritization of the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; a creation of a new Formula-based Funding model for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of Transportation Surtax funding; the development of a new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; provided Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; and outlined the criteria for evaluating process, documented the allocation for municipal capital projects, and included other minor changes.

In accordance with Section 4.5 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, the City of Sunrise submitted a Grant Match application to Broward County for the Sunset Strip Drainage Improvements project. The City was successful in the application to Broward County and was awarded $1,125,000.00 matching grant to complement the $1,500,000.00 Resilient Florida Grant previously awarded to the City by the Florida Department of Environmental Protection and approved by the City Commission on April 25, 2023 via Resolution No. 23-65.

The Sunset Strip Drainage Improvements project was a recommendation from the Stormwater Master Plan and is included in the adopted Five-year Capital Improvement Program. The scope of work consists of designing and constructing drainage improvements along Sunset Strip from NW 107th Avenue to Sunrise Boulevard. The design and permitting for this project have been completed and the project is expected to be advertised for solicitation of construction bids in the next 60 days.

In order for the City to receive the Surtax Grant Match funds, a Surtax Funding Interlocal Agreement is necessary. City staff reviewed the Surtax Funding Interlocal Agreement and request permission of the City Commission to allow the City Manager to execute the ILA and associated documents.

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, APPROVING A "SURTAX FUNDING AGREEMENT," INCLUDING A "COVER SHEET," A "SURTAX GRANT MATCH PROGRAM FUNDING APPLICATION," AND "STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)" BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE FOR THE SUNSET STRIP DRAINAGE IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2018, Broward County voters approved a referendum for a one percent (1%) transportation surtax to address infrastructure and transportation needs countywide; and

WHEREAS, in 2018, via Resolution No. 18-110, the Sunrise City Commission approved a "Transportation Surtax Interlocal Agreement" (Agreement) among Broward County, the Broward County Metropolitan Planning Organization (MPO), and participating municipalities, to establish procedures for distribution of proceeds of the transportation surtax; and

WHEREAS, in 2019, Broward County recorded a First Amendment to the Agreement which the City of Sunrise did not formally approve, but is bound by as the amendment was approved through the Agreement's amendment process; and

WHEREAS, in 2021, the Sunrise City Commission approved, via Resolution No. 18-110-21-A, a Second Amendment to fully restate the Agreement; and

WHEREAS, in 2025, the Sunrise City Commission approved, via Resolution No. 18-110-25-A, a Third Amendment to and Restatement of the Agreement; and

WHEREAS, in accordance with the Agreement, as amended, the City of Sunrise submitted a grant match application to Broward County for the Sunset Strip Drainage Improvements Project and was awarded a $1,125,000 matching grant to complement the $1,500,000 Resilient Florida Grant previously awarded to the City by the Florida Department of Environmental Protection and approved by the City Commission in 2023 via Resolution No. 23-65; and

WHEREAS, for the City to receive the $1,125,000 matching grant, a Surtax Funding Agreement with Broward County is necessary.

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

Section 1. The "Surtax Funding Agreement," including the "Cover Sheet," the "Surtax Grant Match Program Funding Application," and the "Standard Terms and Conditions for Surtax-Funded Municipal Transportation Project Interlocal Agreements (Rehabilitation & Maintenance Projects, Microtransit, Capital Projects, and Grant Match Program)" (collectively, the "Agreement") for the Sunset Strip Drainage Improvements Project, is hereby approved. A copy of the Agreement is attached to and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Agreement, including the Cover Sheet, and any related forms and documents necessary for the full performance of the Agreement.

Section 3. City staff are authorized to prepare and provide reports to Broward County as required and to take all other necessary actions to carry out the Agreement.

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

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

Cover Sheet

Surtax Funding Agreement for City of Sunrise

February 23, 2026

Please find attached the Surtax Funding Agreement (SFA) with Broward County for your FY 2026 Grant Match Program project in the amount of $1,125,000 to match an FY 2022 Resilient Florida/Department of Environmental Protection grant.

MAP ID	PROJECT NAME	CBE GOAL %
GMSUNR-026	Sunset Strip Drainage Improvements	0%

For notice to a Party to be effective, 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 identified below. Addresses and titles may be changed by the applicable Party giving notice.

FOR COUNTY:
Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

FOR MUNICIPALITY:
Mark S. Lubelski, P.E., City Manager
10770 West Oakland Park Boulevard
Sunrise, FL 33351
Email address: CityManager@sunrisefl.gov

With a copy to:
Broward County Attorney's Office:
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: nklitsberg@broward.org

With a copy to:
Municipal SPOC (Surtax Point of Contact)
Isabel Blanco
(954) 578- 4770
Email address: iblanco@sunrisefl.gov

_____ _____ _____
Municipal Authorized Signatory Title Date

Return a signed copy to the MAP Administration office by email at map@broward.org.

_____ _____
County Authorized Signatory Date
Mobility Advancement Program Administrator

Surtax Grant Match Program Funding Application

The Grant Match Program was established pursuant to Section 4.5 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, effective July 2025. A Municipality must enter into a Surtax Funding Agreement to receive GMP funds.

TO SUBMIT APPLICATION: Complete, save and email PDF, with required attachments to MAP@Broward.org

Date of Request: _____ Lead Municipality: _____

Grant Application Point of Contact: _____ Email: _____

☐ Single Applicant

☐ Joint Applicants *(If checked, select all co-applicants below)*

☐ Coconut Creek	☐ Fort Lauderdale	☐ Lauderhill	☐ Oakland Park	☐ Southwest Ranches
☐ Cooper City	☐ Hallandale Beach	☐ Lazy Lake Village	☐ Parkland	☐ Sunrise
☐ Coral Springs	☐ Hillsboro Beach	☐ Lighthouse Point	☐ Pembroke Park	☐ Tamarac
☐ Dania Beach	☐ Hollywood	☐ Margate	☐ Pembroke Pines	☐ West Park
☐ Davie	☐ Lauderdale-By-The-Sea	☐ Miramar	☐ Plantation	☐ Weston
☐ Deerfield Beach	☐ Lauderdale Lakes	☐ North Lauderdale	☐ Pompano Beach	☐ Wilton Manors

Other(s) *(i.e. FDOT, MPO, etc.)*: _____

Name of Grant Program: _____ Funding Agency: _____

Application Deadline: _____ Grant Mode of Submission: _____

URL Link to NoFo/Guidelines: _____

Type of Grant: ☐Competitive Federal ☐ Competitive State

☐Appropriation Federal ☐ Appropriation State Other: _____

Project Name: _____

Expected Grant Start Date: _____ Expected Grant Completion Date: _____

Expected Project Start Date: _____ Expected Project Completion Date: _____

Project Description (High-level project description, including geographic location)

REQUIRED: Attach grant application, notice of funding award or appropriation request/approval with submittal

Funding Source	Amount	Indicate Funding Source(s) for non-surtax match
Grant Funding Request		
Non-surtax Match (25% minimum)		
Surtax Request Amount		
Total Project Cost		

Date: _____ Name: _____ Title: _____

I certify that I am authorized to submit this application on behalf of the municipality. All information and accompanying documentation submitted is true and accurate, and consistent with the requirements of Section 4.5 of the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement. This form is considered signed upon submission.

FOR COUNTY USE ONLY

Legal Eligibility Review

Date: _____ Eligibility _____ Reviewed by: _____

Comments: _____

MAP Admin Review

Date: _____ Road Jurisdiction: _____ Reviewed by: _____

Date: _____ Permitting: _____ Reviewed by: _____

Date: _____ Conflict w/other Projects: _____ Reviewed by: _____

Date: _____ Alignment w/Strategic Plan: _____ Reviewed by: _____

Date: _____ Alignment w/Program Goals: _____ Reviewed by: _____

Date: _____ Amount Approved: _____ Reviewed by: _____

Comments: _____

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

September 11, 2025

City of Sunrise
c/o Ms. Karen Lawrence
Grants Coordinator
Sent via email: KLawrence@sunrisefl.gov

Dear Ms. Lawrence,

On behalf of Broward County and the Independent Transportation Surtax Oversight Board, thank you for participating in the first Surtax Municipal Grant Match Program (GMP) process in August 2025. It was a great success and will result in significant transportation infrastructure investment throughout Broward County.

We are pleased to provide this Notice of Award in the amount of $1,125,000 for *the Sunset Strip Drainage Improvements* project, which received $1,500,000 from Resilient Florida Grant in 2022 through the Department of Environmental Protection, with Identification Number SLFRP0125. GMP funds will be released in fiscal year (FY) 2026 using an interlocal agreement (ILA). You will receive a separate email with further instructions and requests for additional information that may be necessary in order to go under agreement sometime next month. In the meantime, please do not hesitate to contact me if you would like to discuss.

Best regards,

Gretchen Cassini
Mobility Advancement Program Administration

C: Laurette Jean, Assistant County Administrator
Lina Silva, Contract Grants Administrator, Senior/GMP Lead
Nathaniel Klitsberg, Transportation Surtax General Counsel

BROWARD COUNTY FLORIDA
c/o Mobility Advancement Program Administration
1 N University Drive, FL 33324
Phone: 954-357-9501
mapbroward.broward.org

STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)

These Standard Terms and Conditions ("Standard T&Cs") shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) ("2025 ILA") entered into between certain Broward County municipalities (each a "Municipality" and collectively, "Participating Municipalities") and Broward County, a political subdivision of the State of Florida ("County"). County and the applicable Municipality may also be identified individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding ("Funding") for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality's request is referred to as an "Application" and includes the cover sheet to these Standard T&Cs with each applicable Party's address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

(a) the proposed solicitation;
(b) the proposed contract(s); and
(c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
    (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
    (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at https://mapbroward.org/municipal-partners/municipal-surtax-program/ or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to its Eligible Municipal Projects (the "Project Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with contract
b) Compliance with the Code (including County's code of ethics)
c) Compliance with contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

> "Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work on the Eligible

Municipal Project(s) properly performed through the termination date specified in the written notice of termination ("Pre-termination Work"), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days' prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. 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 the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances ("Business Opportunity Act"), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal

law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

> "The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor's and Consultant's compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor's and Consultant's progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an "MUR" regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality's Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any

defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, 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 identified in the Application to these Standard T&Cs 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.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. 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.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to 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 the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed

waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense or sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations 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.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these

Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms "herein" and "hereof" refer to these Standard T&Cs 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 these Standard T&Cs, 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, 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 these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree

that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Sunrise Sunset Strip Drainage Improvements**
Agreement Number: **22FRP27**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Sunrise** Entity Type: **Local Government**

Grantee Address: **10770 West Oakland Park Boulevard, Sunrise, Florida 33351** FEID: **59-0944587** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **FRP027** *(If different from Agreement Number)*
Project Location(s): **Broward County**

Project Description: **The project will invlude design, permitting, and construction of drainage improvements along Sunset Strip from NW 107th Avenue to Sunrise Boulevard in the City of Sunrise.**

5. Total Amount of Funding: **$ 1,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**FY 21-22 Line Item #152-D**	$ **1,500,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **1,500,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **3,000,000.00**

6. Department's Grant Manager
Name: **Lisa Widener** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-8232**
Email: **Lisa.Widener@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Ana Hernandez** or successor
Address: **City of Sunrise**
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Phone: **(954) 578-4766**
Email: **ahernandez@sunrisefl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8.	
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/2022**
Total Federal Funds Obligated by this Agreement:	**$1,500,000**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Sunrise **GRANTEE**

By _____ 6/27/23
(Authorized Signature) Date Signed

Mark S. Lubelski, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Adam Blalock, Deputy Secretary of Ecosystem Restoration, for
Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

Approved as to
legal form and sufficiency
for the City of Sunrise, Florida
By: _____
Kimberly A. Kisslan, City Attorney

ORCP Additional Signatures

DEP Grant Manager, Lisa Widener

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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.

   iii. Antitrust Violator Vendors. 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 on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP27

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Sunrise Sunset Strip Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $1,500,000 through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP27

ATTACHMENT 3

PROJECT TITLE: City of Sunrise Sunset Strip Drainage Improvements

PROJECT LOCATION: The Project is located in the City of Sunrise within Broward County, Florida.

PROJECT DESCRIPTION:
The City of Sunrise (Grantee) will implement the City of Sunrise Sunset Strip Drainage Improvements Project (Project) which will consist of the design and construction of drainage improvements along Sunset Strip from NW 107th Avenue to Sunrise Boulevard. The project will be divided into two distinct phases. The first phase is for the design and permitting for the construction of the drainage improvements. The second phase is for the construction of the drainage improvements.

TASKS AND DELIVERABLES:

Task 1– Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design improvements to include upgrading the size of five (5) culverts in the primary canal systems of Basins 2 and 4, adding six (6) small-diameter conveyance connections to the existing canals, improving roadside swales, and adding an exfiltration trench and associated inlet structures and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

Deliverables: The Grantee will submit:

- **1.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **1.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 2: Construction

Description: The Grantee will acquire professional services to construct improvements to include upgrading the size of five (5) culverts in the primary canal systems of Basins 2 and 4, adding six (6) small-diameter conveyance connections to the existing canals, improving roadside swales, and adding an exfiltration trench and associated inlet structures in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **2.1:** A copy of the record (as-built) drawings;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$250,000	$250,000	$500,000	Upon Execution	6/30/2026
2	Construction	Contractual Services	$1,250,000	$1,250,000	$2,500,000	Upon Execution	6/30/2026
		Total:	**$1,500,000**	**$1,500,000**	**$3,000,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$1,500,000.00	152-D 22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

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

5. Rights to Inventions Made Under Agreement

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

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

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

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22FRP27

CITY OF SUNRISE SUNSET STRIP DRAINAGE IMPROVEMENTS

City of Sunrise

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP27

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP27

Project Title: City of Sunrise Sunset Strip Drainage Improvements

Grantee: City of Sunrise

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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:

INSTR # 120489696
Recorded 10/14/25 at 03:25 PM
Broward County Commission
64 Page(s)
Mtg Doc Stamps: $0.00
Int Tax $0.00
#1

2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement ("2025 ILA") is entered into among Broward County, a political subdivision of the State of Florida ("County"), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the "Municipalities" and each a "Municipality"), and the Broward County City Managers' Association, Inc. ("BCCMA"). County, Municipalities, and the BCCMA are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax ("Transportation Surtax") was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax ("Original ILA"). The Original ILA was amended in June 2019 ("First Amendment"), and in March 2021 ("Second Amendment"), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization ("BMPO") as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the "ILA").

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party's knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties' working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Approved BCC 10/10/25 #65
Submitted By CAO
RETURN TO DOCUMENT CONTROL

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. ***Centerline Miles*** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. ***Community Shuttle*** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. ***County Commission*** means the Broward County Board of County Commissioners.

1.2.8. ***Cycle 1 Ranked Projects*** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. ***Effective Date*** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. ***Eligible Municipal Project*** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. ***FDOT*** means the Florida Department of Transportation.

1.2.12. ***Fiscal Year*** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. ***MAP Administration*** means County's Mobility Advancement Program Administration staff.

1.2.14. ***Minimum Annual Guarantee*** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. ***Municipal Capital Project Tails*** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. ***Municipal Capital Projects*** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. ***Municipal Five-Year Plan*** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that "Fiscal Year 2025 Five-Year Plan" means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. ***Municipal Capital Project Contingency*** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project's construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. ***Municipal R&M Projects*** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. ***Municipal Single Point of Contact*** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality's approved surtax projects, services, and initiatives.

1.2.21. ***New Municipal Capital Projects*** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. ***On-demand Transportation Services*** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term "On-demand Transportation Services" means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. ***Oversight Board*** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. ***Road*** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, "road" means "a way open to travel by the public, including, but not limited to, a street, highway, or alley." Absent express conflicting modification to that statutory definition of "road," for the purposes of this 2025 ILA: a "road" includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of "road," for purposes of this 2025 ILA, a "road" does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. ***Surtax Funding Agreement*** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. ***Transportation Surtax Proceeds***, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(c), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	**Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement**
Exhibit B	**Fiscal Year 2026 Formula-based Funding Amounts**
Exhibit C	**List of Municipal Capital Project Tails**
Exhibit D	**Municipal Projects Awarded for Fiscal Years 2020 – 2029**

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
  - **Priority 1**: Community Shuttle as described in Section 4.2. below.
  - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
  - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
  - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
  - **Priority 1:** Community Shuttle as described in Section 4.2 below.
  - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
  - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
  - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2034-2048**
  - **Priority 1:** Community Shuttle as described in Section 4.2 below.
  - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
  - **Priority 3:** Grant Match Program as described in Section 4.5 below.
  - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Years(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year , Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars ($1,000,000) per occurrence for property damage and not less than one million dollars ($1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality' request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and $40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be $200,000 (i.e., $40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive $500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% ($50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at $50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only $480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of $2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving $500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% ($50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that $520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of $2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;

b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:

(i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;

(ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);

(iii) Right-of-way required to construct the project has not been acquired;

(iv) The permits required to construct the project have not been obtained;

(v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with 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). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301
Email: mcepero@broward.org

With a copy to:	Broward County Attorney 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301 Email: nklitsberg@broward.org ameyers@broward.org
As to Municipality:	Manager/Administrator Name, address, and current email provided on signature page
With a copy to:	Municipal Attorney Name, address, and current email provided on signature page
As to BCCMA:	BCCMA President Name, address, and current email provided on signature page
With a copy to:	BCCMA Counsel Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Origina ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) 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 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

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: _____ Digitally signed by Beam Furr Date: 2025.07.08 14:45:36 -04'00'
Mayor

8th day of July, 2025

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: _____ 7/3/25
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
07/02/2025
#1168734.21

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Coconut Creek through its governing body, signing by and through its City Commission, authorized to execute the same by action of its governing body on the 10th day of July, 2025.

MUNICIPALITY

WITNESS:

Danielle Nowak
Signature of Witness

Danielle Nowak
Print or Type Name of Witness

Jaqueline Mesa
Signature of Witness

Jaqueline Mesa
Print or Type Name of Witness

By: Jacqueline Railey
Jacqueline Railey, Mayor

10th day of July, 2025

By: Sheila N. Rose
Sheila N. Rose, City Manager

10th day of July, 2025

ATTEST:

Joseph J. Kavanagh, City Clerk

Approved as to legal form by:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

Notices to Municipality: (name/address/ email)

Sheila N. Rose, City Manager

4800 W. Copans Road

Coconut Creek, FL 33063

citymanager@coconutcreek.net

With a copy to Municipality Counsel:

Terrill C. Pyburn, City Attorney

4800 W. Copans Road

Coconut Creek, FL 33063

cityattorney@coconutcreek.net

Docusign Envelope ID: D76FC0CF-C345-4334-B3C0-C396DEB41C32

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

City of Cooper City through its governing body, signing by and through its City Commission, authorized to execute the same by action of its governing body on the 22nd day of July, 2025.

MUNICIPALITY

WITNESS:
Signed by: Ruth Freeston
897450D21661464...
Signature of Witness

Ruth Freeston
Print or Type Name of Witness

Signed by: Keishla Lopez
964695D81866408...
Signature of Witness

Keishla Lopez
Print or Type Name of Witness

By: Signed by: Mayor James Curran
41CB1B350764463...
, Mayor

24th day of July, 2025

By: Signed by: Alex Rey
432944AE9915453...
, Municipal Manager

24th day of July, 2025

ATTEST:
Signed by: Jenna L Montoya
13B9694956BE442...
Municipal Clerk

Approved as to legal form by:
DocuSigned by: Jacob Horowitz
A563A1DDEFD5417...
Municipal Attorney

Notices to Municipality: (name/address/ email)

Alex Rey, 9090 SW 50 Place, Cooper City Florida, 33328 ARey@coopercity.gov

With a copy to Municipality Counsel:

Jacob G. Horowitz

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

JHorowitz@gorencherof.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF **CORAL SPRINGS** through its governing body, signing by and through its MAYOR, authorized to execute the same by action of its governing body on the 18th day of JUNE, 2025.

MUNICIPALITY

WITNESS:

Lisa Hreso
Signature of Witness

Lisa Hreso
Print or Type Name of Witness

Aaron Maray
Signature of Witness

AARON MARAV
Print or Type Name of Witness

By: _____, Mayor

18th day of JUNE, 2025

By: _____, Municipal Manager

20th day of JUNE, 2025

ATTEST:

_____
Georgia Elliott, CMC, FCRM, City Clerk

Approved as to legal form by:

Sherry Whitacre
Sherry Whitacre (Jun 11, 2025 17:29 EDT)

Sherry L. Whitacre, Senior Deputy City Attorney

Notices to Municipality: (name/address/ email)

Scott J. Brook, Mayor
9500 W Sample Road, Coral Springs, FL 33065
sbrook@coralsprings.gov

With a copy to Municipality Counsel:

John J. Hearn, City Attorney
9500 W Sample Road, Coral Springs, FL 33065
jhearn@coralsprings.gov

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Dania Beach through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 1 day of July, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Maxine. A. SINGH.
Print or Type Name of Witness

Signature of Witness

Christine Lottier
Print or Type Name of Witness

By: Joyce L. Davis, Mayor

1 day of July, 2025

By: Ana M. Garcia, ICMA-CM, City Manager

1 day of July, 2025

ATTEST:

Elora Riera, MMC, City Clerk

Approved as to legal form by:

Eve A. Boutsis, City Attorney

DANIA BEACH ESTABLISHED 1904

Notices to Municipality: (name/address/ email)

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004

With a copy to Municipality Counsel:

Eve A. Boutsis, City Attorney

100 W. Dania Beach Blvd.

Dania Beach, FL 33004

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Davie through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 23 day of July, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Gillian Brewster
Print or Type Name of Witness

Signature of Witness

Kimberly Budd
Print or Type Name of Witness

By: Judy Paul, Mayor

23 day of July, 2025

By: Municipal Manager

23 day of July, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

Phillip Holste
8800 SW 36 St. Davie, FL 33328
pholste@davie-fl.gov

With a copy to Municipality Counsel:

Allan Weinthal
8800 SW 36 St. Davie, FL 33328
AWeinthal@davie-fl.gov

Docusign Envelope ID: 7B319EB1-F67D-4828-8B4F-C3A22EB78EB8

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF DEERFIELD BEACH through its governing body, signing by and through its MAYOR AND CITY MANAGER, authorized to execute the same by action of its governing body on the 17th day of June, 2025.

CITY OF DEERFIELD BEACH

WITNESS:

Signature of Witness

Tracy Britten
Print or Type Name of Witness

Signature of Witness

Samantha Charlemont
Print or Type Name of Witness

By: _____
Todd Drosky, Mayor

17th day of June, 2025

By: Signed by: Rodney Brimlow
7A3014915ABB442...
Rodney Brimlow, Municipal Manager

_____ day of 6/23/2025, 2025

ATTEST:

Signed by: Heather Montemayor
5E72EBB3A1E04DD...
Heather Montemayor, Municipal Clerk

Approved as to legal form by:

Signed by: Anthony Soroka
5CAA0437D59A4C4...
Anthony Soroka, Municipal Attorney

Notices to Municipality: (name/address/ email)

Rodney Brimlow, City Manager

150 NE 2nd Avenue, Deerfield Beach, FL 33441

RBrimlow@deerfieldbeachfl.gov

With a copy to Municipality Counsel:

Anthony Soroka, City Attorney

2255 Glades Road, Suite 200-E, Boca Raton, FL 33431

ASoroka@wsh-law.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF FORT LAUDERDALE, through its governing body, signing by and through its Mayor and City Manager, authorized to execute the same by action of its governing body on the 30th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____
Dean J. Trantalis, Mayor

1 day of July, 2025

By: _____
Rickelle Williams, City Manager

30th day of June, 2025

ATTEST:

for David R. Soloman, City Clerk

Approved as to form and correctness by:

Sr. Assistant City Attorney

Notices to Municipality: (name/address/email)
Rickelle Williams, City Manager
101 NE Third Avenue, Suite 2100
Fort Lauderdale, FL 33301
rickellewilliams@fortlauderdale.gov

With a copy to City Attorney:
D'Wayne M. Spence, Interim City Attorney
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301
dspence@fortlauderdale.gov

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF HALLANDALE BEACH through its governing body, signing by and through its City Manager, authorized to execute the same by action of its governing body on the 15th day of September, 2025.

MUNICIPALITY

WITNESS:

By: Joy Cooper (Oct 4, 2025 09:17:57 EDT)

Signature of Witness

Joy Cooper, Mayor

Print or Type Name of Witness

2nd day of October, 2025

Signature of Witness

By: Jeremy Earle (Oct 2, 2025 17:29:13 EDT)

Dr. Jeremy Earle, Municipal Manager

Print or Type Name of Witness

2nd day of October, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

2098

Municipal Attorney

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Hillsboro Beach through its governing body, signing by and through its MAYOR, authorized to execute the same by action of its governing body on the 1 day of JULY, 2025.

MUNICIPALITY

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

WITNESS:

Signature of Witness

LaTaya Little
Print or Type Name of Witness

Signature of Witness

Wai Wong
Print or Type Name of Witness

By: _____
Dawn Miller, Mayor

1st day of JULY, 2025

By: _____
Mac Serda, Town Manager

29 day of July, 2025

ATTEST:

Sherry D. Henderson, Town Clerk

Approved as to legal form by:

Donald J. Doody, Town Attorney

TOWN OF HILLSBORO BEACH FLORIDA

Notices to Municipality: (name/address/email)

Mac Serda, Town Manager

Town of Hillsboro Beach Town Hall

1210 Hillsboro Mile, Hillsboro Beach, FL 33062

With a copy to Municipality Counsel:

Goren, Cherof, Doody & Ezrol, P.A.

ATTN: Donald J. Doody, Town Attorney

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, FL 33308

Docusign Envelope ID: 43116CB9-8F27-4AFB-A178-C862F0AB6D85

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF HOLLYWOOD through its governing body, signing by and through its CITY COMMISSION, authorized to execute the same by action of its governing body on the 2ND day of JULY, 2025.

MUNICIPALITY

WITNESS:

Cheryl Lahaud
Signature of Witness

Cheryl Lahaud
Print or Type Name of Witness

Signature of Witness

Nancy Ellen Caruso
Print or Type Name of Witness

By: _____
Josh Levy, Mayor

20 day of ~~2025~~ August, 2025

By: _____
George R. Keller, JR. CPPT, Municipal Manager

20 day of August, 2025

ATTEST:

Municipal Clerk
Patricia Cerny, MMC

Approved as to legal form by:

Initial DL

DocuSigned by:
Damaris Henlon
F07CB57F2519477...
8/17/2025

Municipal Attorney
Damaris Henlon

Notices to Municipality: (name/address/email)
Adam Reichbach Email: Areichbach@hollywoodfl.org
2600 Hollywood Boulevard
Hollywood, Florida 33022

With a copy to Municipality Counsel:
2600 Hollywood Boulevard
Hollywood, Florida 33022

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

Town of Lauderdale-By-The-Sea through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 24th day of June 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Karen Gates
Print or Type Name of Witness

Signature of Witness

Sue Covetode
Print or Type Name of Witness

By: Mayor Edmund Malkoon
Edmund Malkoon, Mayor

25th day of June, 2025

By: Linda Connors
Linda Connors, Municipal Manager

25th day of June, 2025

ATTEST:

Katrina Adler
Katrina Adler, Municipal Clerk

Approved as to legal form by:

Susan Trevarthen
Susan Trevarthen, Municipal Attorney

Notices to Municipality: (name/address/email)

Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
townclerk@lbts-fl.gov

With a copy to Municipality Counsel:

Weiss Serota Helfman Cole & Bierman
200 E. Broward Blvd St. 1900
Fort Lauderdale, FL 33301

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Lauderdale Lakes through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

_____
Signature of Witness

_____
Print or Type Name of Witness

_____
Signature of Witness

_____
Print or Type Name of Witness

By: _____, Mayor

23rd day of July, 2024

By: _____, Municipal Manager

23rd day of July, 2024

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Municipal Attorney

BROWARD COUNTY, FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES
INCORPORATED 1961

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

_____

_____

_____

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF LAUDERHILL through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 30th day of June, 2025.

MUNICIPALITY - CITY OF LAUDERHILL

WITNESS:

Signature of Witness

Jessica Wilson
Print or Type Name of Witness

Signature of Witness

Jasmin Khavandegaran-Ruiz
Print or Type Name of Witness

By: _____
Denise D. Grant, Mayor

28 day of July, 2025

By: _____
Kennie Hobbs, Jr., City Manager

28 day of July, 2025

ATTEST:

Andrea M. Anderson, City Clerk

Approved as to legal form by:

Hans Ottinot, City Attorney

Notices to Municipality:
Kennie Hobbs, Jr.
City Manager
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

With a copy to:
Hans Ottinot
Ottinot Law P.A.
5944 Coral Ridge Drive, PM#201 Coral Springs, FL 33076

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Lighthouse Point through its governing body, signing by and through its mayor, authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Cori Olympio
Print or Type Name of Witness

Signature of Witness

Kelly Blair
Print or Type Name of Witness

By:
Kyle Van Buskirk, Mayor

24th day of June, 2025

By:
Ross Licata, Municipal Manager
City Administrator

24 day of June, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

Ross Licata, City Administrator
2200 NE 38th Street, Lighthouse Point

RLicata@lighthousepointfl.gov

With a copy to Municipality Counsel:

Michael D. Cirullo, Jr.
Goren Cherof Doody + Ezrol P.A.
3099 E. Commercial Blvd. Ste 200
Ft. Lauderdale, FL 33308
mcirullo@gorencherof.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Margate through its governing body, signing by and through its Mayor or Vice Mayor, authorized to execute the same by action of its governing body on the 18th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Arlene R. Schwartz, Mayor

18th day of June, 2025

By: Cale Curtis, Municipal Manager

18th day of June, 2025

ATTEST:

Municipal Clerk - Jennifer Johnson

Approved as to legal form by:

Municipal Attorney - David Tolces

Notices to Municipality: (name/address/email)

Cale Curtis, City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

With a copy to Municipality Counsel:

David Tolces
City of Margate
5790 Margate Blvd.
Margate, FL 33063

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF _MIRAMAR_ through its governing body, signing by and through its _City Manager_, authorized to execute the same by action of its governing body on the _3rd_ day of _September_, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Fredenika Dejean
Print or Type Name of Witness

Signature of Witness

St. Claire, Alexandra
Print or Type Name of Witness

By: _____
Dr. Roy Virgin, City Manager

3rd day of Sept, 2025

Notices to Municipality: (name/address/email)

Dr. Roy Virgin
City Manager
City of Miramar
2200 Civic Center Place
Miramar, FL 33025
rvirgin@miramarfl.gov

ATTEST:

Denise A. Gibbs
City Clerk

With a copy to Municipality Counsel:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts (NW 7th Avenue)
Ft. Lauderdale, FL 33311
Bnorris@apnwplaw.com

Approved as to legal form by:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF North Lauderdale through its governing body, signing by and through its City Commission authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____
Samson Borgelin, Mayor

_____ day of _____, ~~2024~~ 2025

By: _____
, Municipal Manager

_____ day of _____, ~~2024~~ 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

With a copy to Municipality Counsel:

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Oakland Park through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 16th day of July 2025.

MUNICIPALITY

WITNESS:

Michelle V. Fletcher
Signature of Witness

Michelle V. Fletcher
Print or Type Name of Witness

Robin Greco
Signature of Witness

Robin Greco
Print or Type Name of Witness

By: _____
Tim Lonergan, Mayor

16th day of July, 2025

By: _____
David Hebert, Municipal Manager

16th day of July, 2025

Notices to Municipality: (name/address/email)

David Hebert, City Manager
City of Oakland Park
3650 NE 12 Avenue, Oakland Park, FL 33334
Davidh@oaklandparkfl.gov

ATTEST:

Renee M Shunt
Municipal Clerk
R-2025-117

With a copy to Municipality Counsel:

Donald J. Doody (Goren, Cherof, Doody and Ezrol, PA)
3099 East Commercial Blvd, Suite 200
Fort Lauderdale, FL 33308

Approved as to legal form by:

N J Woody
Municipal Attorney

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Parkland through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 1st day of May, 2025.

MUNICIPALITY

WITNESS:

Stephanie Frohman
Signature of Witness

Stephanie Frohman
Print or Type Name of Witness

Marcela C. Madigan
Signature of Witness

Marcela C. Madigan
Print or Type Name of Witness

By: _____
, Mayor

1st day of May, 2025

By: _____
, Municipal Manager

23rd day of June, 2025

ATTEST:

Alyson Morales
Municipal Clerk

Approved as to legal form by:

_____
Municipal Attorney

Notices to Municipality: (name/address/email)

nmorando@cityofparkland.org - Nancy Morando
amorales@cityofparkland.org - Alyson Morales
jwehmeyer@cityofparkland.org - Jackie Wehmeyer

With a copy to Municipality Counsel:

Anthony Soroka
asoroka@wsh-law.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Pembroke Park through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the 10th day of September, 2025.

MUNICIPALITY

WITNESS:

_____
Signature of Witness

_____
Print or Type Name of Witness

_____
Signature of Witness

_____
Print or Type Name of Witness

By: _____
, Mayor

10th day of September, 2024

By: _____
, Municipal Manager

12 day of SEPT., 2024

ATTEST: _____
Municipal Clerk

PEMBROKE PARK TOWN OF DECEMBER 10 A.D. 1957 SEAL BROWARD COUNTY, FLORIDA

Approved as to legal form by:

_____
Municipal Attorney

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

_____

_____

_____

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Pembroke Pines through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

~~MUNICIPALITY~~

WITNESS:

Julia Lakosky
Signature of Witness

Julia Lakosky
~~Print or Type~~ Name of Witness

Signature of Witness

Michelle Dawson
Print or Type Name of Witness

By: _____, Mayor

26 day of June, ~~2024~~ 2025

By: Charles S. Dodge, Municipal Manager

26 day of June, ~~2024~~ 2025

Approved as to form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

_____

_____

_____

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Plantation through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 25th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Karen Joiner
Print or Type Name of Witness

Signature of Witness

Elsa Thompson
Print or Type Name of Witness

By: , Mayor

25th day of June, 2024

By: , Municipal Manager

25th day of June, 2024

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

City of Plantation
400 NW 73rd Ave
Plantation FL 33317

With a copy to Municipality Counsel:

Kerry Czol
3099 E. Commercial Blvd #200
Ft. Lauderdale FL 33308

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Pompano Beach through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Brittany Tilson
Print or Type Name of Witness

Signature of Witness

Alexandre Cole
Print or Type Name of Witness

By:

Rex Hardin, Mayor

24th day of June, 2025

By:

Gregory P. Harrison, Municipal Manager

24th day of June, 2025

ATTEST:

Kervin Alfred, Municipal Clerk

Approved as to legal form by:

Mark E. Berman Municipal Attorney
(City)

CITY OF POMPANO BEACH FLORIDA
EST. 1908
OFFICIAL SEAL

Notices to Municipality: (name/address/ email)

City Manager
100 W. Atlantic Blvd. 4th Floor
Pompano Beach, FL 33060
Greg.Harrison@COPBFL.com

With a copy to Municipality Counsel:

City Attorney
100 W. Atlantic Blvd. 4th Floor
Pompano Beach, FL 33060

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Southwest Ranches through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 12th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

DANIEL R STEWART
Print or Type Name of Witness

Signature of Witness

Jennifer McCarty
Print or Type Name of Witness

By: Steve Breitkreuz, Mayor

12th day of June, 2025

By: Russell Muñiz, Municipal Manager

12th day of June, 2025

ATTEST:

Debra M. Ruesga, Municipal Clerk

Approved as to legal form by:

Keith Poliakoff, Municipal Attorney

Notices to Municipality: (name/address/email)

Russell Muñiz, Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

With a copy to Municipality Counsel:

Keith Poliakoff, Town Attorney

13400 Griffin Road

Southwest Ranches, FL 33330

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Sunrise through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Lourdes Laurence
Signature of Witness

Lourdes Laurence
Print or Type Name of Witness

Lourdes Laurence
Signature of Witness

Lourdes Laurence
Print or Type Name of Witness

By: _____
City of Sunrise, Mayor

24 day of June, 2025

By: _____
City of Sunrise Municipal Manager

25 day of June, 2024/5

ATTEST:

_____
Municipal Clerk Felicia M. Bravo, City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 FLORIDA

Approved as to legal form by:

_____
Municipal Attorney

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

Thomas P. Moss
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF **Tamarac** through its governing body, signing by and through its COMMISSION, authorized to execute the same by action of its governing body on the 9th day of JULY, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

ANN MARIE GORDON
Print or Type Name of Witness

Signature of Witness

Cassy Gustave
Print or Type Name of Witness

By: _____, Mayor

10TH day of JULY, 2024

By: _____, Municipal Manager

10 day of July, 2025

ATTEST:

Kimberly Dillon, City Clerk

Approved as to legal form by:

Hans Ottinot, City Attorney

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

Notices to Municipality: (name/address/ email):

Michelle J. Gomez, Mayor

7525 NW 88th Ave.

Tamarac, FL 33321

With a copy to Municipality Counsel:

Hans Ottinot, City Attorney

7525 NW 88th Ave.

Tamarac, FL 33321

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/~~TOWN/VILLAGE~~ OF WEST PARK through its governing body, signing by and through its MAYOR, authorized to execute the same by action of its governing body on the 18TH day of JUNE, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Olalekan Akinduro
Print or Type Name of Witness

Signature of Witness

Arklyna Millien
Print or Type Name of Witness

By: _____, Mayor

20TH day of JUNE, 2025

By: W. Abalog, Municipal Manager

20TH day of JUNE, 2025

RESOLUTION #2025-74

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

~~Notices to Municipality: (name/address/email)~~

W. AJIBOLA BALOGUN
CITY ADMINISTRATOR
CITY OF WEST PARK
1965 S. STATE ROAD 7,
WEST PARK, FL. 33023
ABALOGUN@CITYOFWESTPARK.ORG.

With a copy to Municipality Counsel:

BURNADETTE NORRIS-WEEKS
CITY OF WEST PARK
1965 S. STATE ROAD 7
WEST PARK, FL. 33023
BNORRIS@APNWLAW.COM.

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF WESTON through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 16th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Karl C. Thompson
Print or Type Name of Witness

Signature of Witness

Bryan Cahen
Print or Type Name of Witness

By: Margaret Brown
Margaret Brown, Mayor
16th day of June, 2024

By: Donald P. Decker
Donald P. Decker, City Manager
16th day of June, 2024

ATTEST:

Patricia A. Bates, MMC, City Clerk

Approved as to legal form by:

Jamie Alan Cole City Attorney

Notices to Municipality: (name/address/ email)

Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

ddecker@westonfl.org

With a copy to Municipality Counsel:

Jamie Alan Cole, City Attorney
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Wilton Manors through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 8th day of July, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Patricia Staples
Print or Type Name of Witness

Signature of Witness

Johnnie Goodnight
Print or Type Name of Witness

By: _____
Scott Newton , Mayor

8th day of July, 2025

By: _____
Leigh Ann Henderson, Municipal Manager

8th day of July, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

/s/ Kerry L. Ezrol
Municipal Attorney

Notices to Municipality: (name/address/email)

Leigh Ann Henderson, City Manager

City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
LHenderson@WiltonManors.com

With a copy to Municipality Counsel:

Kerry L. Ezrol, City Attorney

Goren, Cherof, Doody & Ezrol P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
KEzrol@gorencherof.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

The Broward County City Managers Association, Inc., through its governing body, signing by and through its President, authorized to execute the same by BCCMA action on the 15th day of July, 2025.

BCCMA

WITNESS:

Signature of Witness

By: _____
Signature

Print or Type Name of Witness:

Chris O'Brien

Signature of Witness

Raelin Storey
Print or Type Name of Witness

Print Name/Title:

Adam Reichbach, BCCMA President

15th day of July, 2025

Approved as to form by:
BCCMA Counsel

Julie Klahr
Signature

JULIE KLAHR
Print Name

Notices to BCCMA: (name/address/email)

Adam Reichbach, BCCMA President
2600 Hollywood Blvd
P.O. Box 229045
Hollywood, FL 33022
areichbach@hollywoodfl.org

With a copy to BCCMA Counsel:

Julie Klahr, BCCMA General Counsel
Goren, Cherof, Doody & Ezrol, PA
3099 E. Commercial Blvd, Ste 200
Fort Lauderdale, FL 33308
JKlahr@GorenCherof.com

EXHIBIT A

Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B

Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: $30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles [1]	Surtax Allocation [2]
Coconut Creek	48.000	0.000	48.000	1.14%	$343,110
Cooper City	75.040	0.000	75.040	1.79%	$536,396
Coral Springs	226.100	0.000	226.100	5.39%	$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	$666,671
Davie	310.210	5.500	315.710	7.52%	$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	$487,453
Hillsboro Beach [3]	0.500	0.000	0.500	0.01%	$3,574
Hollywood	365.370	61.100	426.470	10.16%	$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	$314,518
Lauderhill	106.500	0.000	106.500	2.54%	$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	$325,240
Margate	101.090	0.000	101.090	2.41%	$722,605
Miramar	166.380	0.000	166.380	3.96%	$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	$385,999
Oakland Park	115.000	0.000	115.000	2.74%	$822,036
Parkland	29.200	0.000	29.200	0.70%	$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	$3,358,553
Plantation	219.800	0.000	219.800	5.24%	$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	$485,358
Sunrise	186.020	8.400	194.420	4.63%	$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	$978,294
West Park	51.550	0.000	51.550	1.23%	$368,486
Weston	100.743	0.000	100.743	2.40%	$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	$30,000,000

Source: *2023 City County Mileage*, FDOT City/County Road Mileage *Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfIAvma106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]*

Notes:

(1) ***Percentage of Centerline Miles*** is calculated using the Total of Paved + Unpaved Municipal-owned Roads

(2) ***Surtax Allocation*** is obtained by applying the ***Percentage of Centerline Miles*** by Municipality to $30,000,000

(3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails(1)								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	$500,000.00	Construction	$4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	$506,520.00	Construction	$4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	$552,779.00	Design & Construction	$12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	$235,414.00	Design & Construction	$3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	$223,320.00	Construction	$7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	$115,400.00	Construction	$1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	$1,181,617.00	Construction	$10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	$1,527,120.00	Construction	$25,106,984

Notes:

(1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling $33,266,254.

(2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D

Municipal Five-Year Plans for Fiscal Years 2020 - 2029

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
M&M	1	Lauderhill	BC-LAHILL-FY2020-00001	$ 35,500	C																			$ 35,500
M&M	1	Plantation	BC-PLANT-FY2020-00001	$ 2,749,874	C																			$ 2,749,874
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00001	$ 2,553,217	C																			$ 2,553,217
M&M	1	Hollywood	BC-HLYWD-FY2020-00002	$ 1,666,863	C																			$ 1,666,863
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00004	$ 1,611,300	C																			$ 1,611,300
M&M	1	Hollywood	BC-HLYWD-FY2020-00001	$ 2,367,457	C																			$ 2,367,457
M&M	1	Tamarac	BC-TAMAR-FY2020-00001	$ 2,817,339	C																			$ 2,817,339
M&M	2	Coconut Creek	BC-COREEK-FY2020-00001	$ 1,000,000	C																			$ 1,000,000
M&M	1	Deerfield Beach	BC-DRBEACH-FY2020-00001	$ 791,219	C																			$ 791,219
M&M	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	$ 1,223,165	C																			$ 1,223,165
M&M	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	$ 913,588	C																			$ 913,588
M&M	1	Oakland Park	BC-OAKLAND-FY2020-00001	$ 2,981,440	C																			$ 2,981,440
M&M	1	Miramar	BC-MIRAM-FY2020-00001	$ 2,734,426	C																			$ 2,734,426
M&M	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	$ 737,005	C																			$ 737,005
M&M	1	Hollywood	BC-HLYWD-FY2020-00003	$ 1,038,006	C																			$ 1,038,006
M&M	1	Hallandale Beach	BC-HBEACH-FY2020-00001	$ 2,971,710	C																			$ 2,971,710
M&M	1	Oakland Park	BC-OAKLAND-FY2020-00002	$ 2,012,809	C																			$ 2,012,809
M&M	1	Miramar	BC-MIRAM-FY2020-00002	$ 1,858,[illegible]	C																			$ 1,858,[illegible]
M&M	1	Weston	BC-WESTON-FY2020-00004	$ 72,763	C																			$ 72,763
M&M	1	Cooper City	BC-COOPER-FY2020-00001	$ 1,036,960	C																			$ 1,036,960
M&M	1	Dania Beach	BC-DBEACH-FY2020-00001	$ 297,905	C																			$ 297,905
M&M	1	Miramar	BC-MIRAM-FY2020-00001	$ 1,995,001	C																			$ 1,995,001
M&M	1	Coral Springs	BC-CSPRINGS-FY2020-00001	$ 999,406	C																			$ 999,406
M&M	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	$ 1,440,094	C																			$ 1,440,094
M&M	1	Margate	BC-MARG-FY2020-00002	$ 393,350	C																			$ 393,350
M&M	1	Weston	BC-WESTON-FY2020-00001	$ 596,268	C																			$ 596,268
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00001	$ 1,252,300	C																			$ 1,252,300
M&M	1	Margate	BC-MARG-FY2020-00001	$ 179,064	C																			$ 179,064
M&M	1	Lighthouse Point	BC-LHPOINT-FY2020-00002	$ 1,791,247	C																			$ 1,791,247
M&M	1	North Lauderdale	BC-NRTHLAUD-FY2020-00004	$ 1,814,575	C																			$ 1,814,575
M&M	1	Sunrise	BC-SUNRISE-FY2020-00003	$ 812,796	C																			$ 812,796
M&M	1	Pembroke Pines	BC-PBROPINES-FY2020-00001	$ 983,380	C																			$ 983,380
M&M	1	Weston	BC-WESTON-FY2020-00002	$ 191,834	C																			$ 191,834
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00003	$ 522,757	C																			$ 522,757
M&M	1	Margate	BC-MARG-FY2020-00003	$ 1,053,184	C																			$ 1,053,184
M&M	1	Weston Manors	BC-WESMANORS-FY2020-00001	$ 1,334,867	C																			$ 1,334,867
M&M	1	Wilton Manors	BC-WLSMANORS-FY2020-00003	$ 1,425,600	C																			$ 1,425,600
M&M	1	Wilton Manors	BC-WLSMANORS-FY2020-00002	$ 1,884,467	C																			$ 1,884,467
M&M	1	Sunrise	BC-SUNRISE-FY2020-00006	$ 1,853,260	C																			$ 1,853,260
M&M	1	Lauderdale Lakes	BC-LAKES-FY2020-00001	$ 400,000	C																			$ 400,000
MCP	1	Wilton Manors	WILT-008	$ 297,733	C																			$ 297,733
MCP	1	Sunrise	SUNR CEK 1	$ 5,180,000	C																			$ 5,184,000
MCP	1	Pompano Beach	POMP 004	$ 1,174,741	C																			$ 1,174,741
MCP	1	North Lauderdale	NLAU-001 1	$ 1,998,181	C																			$ 1,998,181
MCP	1	Weston	WEST 224	$ 1,617,082	C																			$ 1,617,082
MCP	1	West Park	WPRK 004	$ 1,638,987	C																			$ 1,638,987
MCP	1	Coral Springs	CORA 116 1	$ 496,917	C																			$ 496,917
MCP	1	Dania Beach	DANI 015	$ 2,191,740	C																			$ 2,191,740
MCP	1	Davie	DAVI 001	$ 1,859,167	C																			$ 1,859,167
MCP	1	Cooper City	COOP 038	$ 100,000	C																			$ 100,000
MCP	1	Hallandale Beach	HALL 026	$ 513,600	C																			$ 513,600
MCP	1	Greenfield Beach	GRFB 001	$ 800,000	C																			$ 800,000
MCP	1	Southwest Ranches	SWRA 032	$ 124,000	C																			$ 124,000
MCP	1	Oakland Park	OAKL 009	$ 100,000	C																			$ 100,000
MCP	1	Hollywood	HOLL 084	$ 5,000,000	C																			$ 5,000,000
MCP	1	Pembroke Park	PPRK 002					$ 1,372,115	C															$ 1,372,115
MCP	1	Fort Lauderdale	FORT 122	$ 7,996,668	C																			$ 7,996,668
MCP	1	Tamarac	TAMA 009 1	$ 578,907	C																			$ 578,907
MCP	1	Weston Manors	WILT 012	$ 629,804	C																			$ 629,804
MCP	1	Pompano Beach	POMP 006	$ 1,741,848	C																			$ 1,741,848
MCP	1	Hallandale Beach	HALL 005	$ 1,977,563	C																			$ 1,977,563
MCP	1	Davie	DAVI 001	$ 1,000,000	C																			$ 1,000,000
MCP	1	Hollywood	HOL 095	$ 100,000	C																			$ 100,000
MCP	1	Lauderdale Lakes	LAK 015	$ 863,663	C																			$ 863,663
MCP	1	Weston	WEST 108	$ 119,986	C																			$ 119,986
MCP	1	Weston	WEST 207 1	$ 232,139	C																			$ 232,139
MCP	1	Tamarac	TAMA 014	$ 645,817	C																			$ 645,817
MCP	1	Wilton Manors	WILT 013	$ 699,600	C																			$ 699,600
MCP	1	Miramar/Pembroke Pines	MIRA 00_	$ 5,980,000	D	$ 8,600,000	A					$ 37,700,000	C	$ 10,000,000	C	$ 11,000,000	C	$ 10,000,000	C	$ 10,000,000	C			$ 87,180,000
MCP	1	Fort Lauderdale	FORT 108	$ 295,000	A					$ 785,000	D			$ 2,752,500	C	$ 2,752,500	C							$ 6,500,000
MCP	1	Parkland Park	PARK 003	$ 94,000	D	$ 6,930,000	C																	$ 7,024,000
MCP	1	Coral Springs	CORA 097	$ 600,000	A			$ 750,000	D	$ 9,450,000	C			$ 350,000	D	$ 350,000	C							$ 11,500,000
MCP	1	Pompano Beach	POMP 007	$ 3,883,200	D			$ 19,958,400	C			$ 10,958,400	C											$ 34,800,000
MCP	1	Hollywood	HOLL 036	$ 100,000	D	$ 880,000	C																	$ 1,000,000
MCP	1	Davie	DAVI 016	$ 160,000	D	$ 2,640,000	C																	$ 2,800,000
MCP	1	Pembroke Park	PPRK 039	$ 132,938	A									$ 531,750	D	$ 1,796,562	D							$ 2,461,250
MCP	1	West Park	WPRK 002	$ 90,000	D	$ 662,000	C																	$ 752,000
MCP	1	Lauderdale Lakes	LAK 009	$ 75,000	A					$ 707,000	D			$ 77,500	C									$ 859,000
MCP	1	Pembroke Park	PPRK 036	$ 264,000	D	$ 220,000	C							$ 1,909,497	C									$ 2,393,497
MCP	1	Weston	WEST 309	$ 586,000	D							$ 4,322,000	C											$ 4,908,000
MCP	1	Deerfield Beach	DEER 007	$ 100,000	D					$ 3,570,000	C													$ 3,670,000
MCP	1	Tamarac	TAMA 008	$ 195,000	A			$ 540,000	D					$ 1,875,000	C									$ 2,610,000

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TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	$ 67,500	P							$ 370,000	D	$ 1,912,500	C									$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	$ 340,218	D			$ 4,659,782	C															$ 5,000,000
MCP	1	Margate	MARG-002	$ 20,880	D					$ 153,120	C													$ 174,000
MCP	1	Fort Lauderdale	FORT-014	$ 360,000	D			$ 1,640,000	P															$ 2,000,000
MCP	1	Oakland Park	OAKP-007	$ 150,000	P																			$ 150,000
MCP	1	Coral Springs	CORA-008	$ 600,000	P									$ 400,000	D	$ 9,400,000	C	$ 9,100,000	C					$ 19,000,000
MCP	1	Hollywood	HOLL-008	$ 150,000	P							$ 600,000	D	$ 4,250,000	C									$ 5,000,000
MCP	1	Miramar	MIRA-020	$ 144,000	D					$ 1,056,000	C													$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-010	$ 15,000	P					$ 60,000	D					$ 425,000	C							$ 500,000
MCP	1	Sunrise	SUNR-025	$ 1,110,000	D					$ 2,860,000	C					$ 5,280,000	C							$ 9,250,000
MCP	1	Davie	DAVI-012	$ 240,000	D							$ 1,760,000	C											$ 2,000,000
MCP	1	Wilton Manors	WILT-001	$ 240,000	D					$ 1,760,000	C													$ 2,000,000
MCP	1	West Park	WPRK-003	$ 420,000	D							$ 3,080,000	C											$ 3,500,000
MCP	1	Weston	WEST-192	$ 168,000	D							$ 1,091,520	C											$ 1,259,520
MCP	1	Deerfield Beach	DEER-005	$ 100,000	P					$2,200,000	C													$ 2,300,000
MCP	1	North Lauderdale	NLAU-008	$ 360,000	D			$2,640,000	C															$ 3,000,000
MCP	1	Cooper City	COOP-004	$ 180,000	D							$ 2,112,000	C	$ 1,908,000	C									$ 4,200,000
MCP	1	Parkland	PARK-002	$ 312,000	D			$2,288,000	P															$ 2,600,000
MCP	1	Margate	MARG-004	$ 120,000	D									$ 880,000	C									$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	$ 5,160	D			$37,840	C															$ 43,000
MCP	1	Tamarac	TAMA-001	$ 120,000	P																			$ 120,000
MCP	1	Dania Beach	DANI-017	$ 869,340	D			$ 6,346,660	C															$ 7,216,000
MCP	1	Coral Springs	CORA-102	$ 95,000	D									$ 780,000	C									$ 875,000
MCP	1	Miramar/Pembroke Pines	MIPA-025	$ 252,000	D							$ 1,848,000	C											$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	$ 120,000	D											$ 880,000	C							$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	$ 180,000	D											$ 1,320,000	C							$ 1,500,000
MCP	1	Davie	DAVI-013	$ 336,000	D											$ 2,464,000	C							$ 2,800,000
MCP	1	Coconut Creek	COCO-016	$ 130,674	D									$ 2,824,400	C									$ 2,955,074
MCP	1	West Park	WPRK-008	$ 240,000	D							$ 1,760,000	C											$ 2,000,000
MCP	1	Pompano Beach	POMP-013	$ 711,452	D							$ 5,217,348	C											$ 5,928,800
MCP	1	Parkland	PARK-007	$ 72,000	D											$ 528,000	C							$ 600,000
MCP	1	Margate	MARG-003	$ 24,000	D											$ 176,000	C							$ 200,000
MCP	1	Hollywood	HOLL-006	$ 100,000	D							$ 733,333	C											$ 833,333
MCP	3	Miramar	MIRA-017															$ 606,570	D					$ 606,570
MCP	3	West Park	WPRK-007															$ 115,400	D					$ 115,400
MCP	3.4	Davie	DAVI-019															$ 370,415	D	$ 5,823,572	C			$ 6,193,988
MCP	3	Weston	WEST-312															$ 1,181,617	D					$ 1,181,617
MCP	3.1	Davie	DAVI-007															$ 98,726	D	$ 5,619,570	C			$ 5,718,296
MCP	3	Oakland Park	OAKL-22-004															$ 471,137	C					$ 471,137
MCP	3.4	Davie	DAVI-011															$ 331,979	D	$ 5,796,168	C			$ 6,128,147
MCP	3	Lauderhill	LHIL-518															$ 111,563	D	$ 10,863,448	C			$ 10,975,011
RBAM	1	Parkland Park	OAKL-2020-001							$ 510,510	C													$ 510,510
RBAM	1	Coral Springs	CORA-2020-002											$ 1,737,587	C									$ 1,737,587
RBAM	1	Hallandale Beach	HALL-2020-002							$ 162,979	C													$ 162,979
RBAM	1	North Lauderdale	NLAU-2020-002															$ 1,648,365	C					$ 1,648,365
RBAM	1	Lauderdale Lakes	LLAK-2020-002															$ 2,000,000	C					$ 2,000,000
RBAM	1	Margate	MARG-2020-004							$ 121,599	C													$ 121,599
MCP	4.5	Coconut Creek	COCO-23-007																	$ 1,673,055	D	$ 14,745,558	C	$ 16,418,614
MCP	4.5	Fort Lauderdale	FORT-23-001																	$ 500,000	D	$ 9,677,609	C	$ 10,177,609
MCP	4	Coconut Creek	COCO-23-001																	$ 63,887	C			$ 63,887
MCP	4	Oakland Park	OAKL-22-030																	$ 552,779	P			$ 552,779
MCP	4	Wilton Manors	WILT-22-001													$ 500,000	D							$ 500,000
MCP	4	Oakland Park	OAKL-22-003																	$ 235,414	P			$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																	$ 773,370	D			$ 773,370
MCP	4	Miramar	MIRA-013																	$ 1,527,120	D			$ 1,527,120

MCP = Municipal Capital Project R&M = Reconstruction & Maintenance Project
PH = Phases P - Planning, D - Design R - Right of Way, C - Construction
NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles", only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the master pal surtax program are not shown.

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SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement ("Second Amendment") is made and entered by and among Broward County, a political subdivision of the State of Florida (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by the County on August 29, 2018 (collectively, the "Municipalities," and each a "Municipality"). The County, the MPO, and the Municipalities are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, to be expended for authorized transportation and transit projects in accordance with applicable law including, specifically, Section 212.055(1), Florida Statutes ("Transportation Surtax").

B. The County and the Municipalities recognized the importance of a collaborative and strategic transportation plan for Broward County and the need for a careful analysis of proposed projects to ensure the efficient expenditure of Transportation Surtax proceeds exclusively on eligible projects. Accordingly, the Parties entered the Transportation System Surtax Interlocal Agreement, which provided for, *inter alia*, a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds.

C. On September 12, 2019, the Transportation System Surtax Interlocal Agreement was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects (the "First Amendment"). The Transportation System Surtax Interlocal Agreement, as amended by the First Amendment, will be referred to herein as the "Interlocal Agreement."

D. The Transportation Surtax Ordinance and the Interlocal Agreement provide for the MPO to annually review, rank, and prioritize municipal projects based on the project's ability to alleviate traffic congestion and enhance connectivity. Accordingly, the County and the MPO entered into a separate agreement to establish, *inter alia*, the terms and conditions for the MPO to provide those services.

E. On February 28, 2020, the MPO completed its review and ranking of municipal capital projects for the first funding cycle and provided its recommendations to prioritize funding for 110 municipal capital projects for the County's fiscal year ("FY") 2020. The MPO did not evaluate the remaining 396 municipal capital projects for funding readiness and those projects will be evaluated for Transportation Surtax funding in future funding application cycles. The

County also completed its evaluation, ranking, and approval of municipal rehabilitation and maintenance projects for FY2020.

F. Consistent with the Transportation Surtax Ordinance, all projects to be funded with Transportation Surtax proceeds are considered by the Independent Transportation Surtax Oversight Board for statutory eligibility under Section 212.055(1), Florida Statutes, before the Broward County Commission makes the final decisions regarding project approval and funding. Accordingly, on June 4, 2020, the Oversight Board considered the proposed municipal capital projects ranked by the MPO and the municipal rehabilitation and maintenance projects ranked by the County for FY2020 and identified 97 municipal capital projects and 61 municipal rehabilitation and maintenance projects as statutorily eligible. Of the 110 municipal capital projects ranked by the MPO, 13 projects were withdrawn from consideration by the applicable Municipality, deferred at the request of the applicable Municipality, or were deemed statutorily ineligible.

G. On June 18, 2020, the County Commission approved Transportation Surtax funding for FY2020 (which included funding carried forward from FY2019) of (i) more than $60 million for the applicable phases of the 97 statutorily-eligible municipal capital projects recommended by the MPO, and (ii) up to $50 million for municipal rehabilitation and maintenance projects.

H. In July 2020, in connection with the County's annual budget process and the County's FY2021 five-year capital improvement planning, the MPO provided its recommendations to fund additional phases of the 97 approved municipal capital projects (i.e., planning, design, and/or construction).

I. On September 22, 2020, the County Commission approved more than $43 million in Transportation Surtax funding for community shuttle service and municipal capital projects for FY2021 and approved the FY2021 five-year capital plan.

J. Given the extent of the amendments outlined herein, the Parties believe it would be beneficial to fully restate the Interlocal Agreement, as amended, including to (i) document the completion of the MPO's first cycle of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds, (ii) document the allocation of FY2019, FY2020, and FY2021 Transportation Surtax proceeds for approved municipal capital projects, (iii) set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans, (iv) outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY2020, (v) document the allocation of FY2019 and FY2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects, and (vi) document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

I. Recitals and Definitions.

A. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

B. Definitions. The following terms as used herein shall have the following meanings:

1. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

2. ***Community Shuttle Service*** means the capital and operating expenses associated with existing, new, or expanded public transportation services, operated by participating Municipalities within their jurisdictions, that supplement fixed route mass transit service and are available to persons traveling within the Municipality.

3. ***County Commission*** means the Broward County Board of County Commissioners.

4. ***Cycle 1 Ranked Projects*** means the 110 Municipal Capital Projects listed in **Exhibit A** that were ranked and recommended by the MPO for funding in FY2020.

5. ***FDOT*** means the Florida Department of Transportation.

6. ***Fiscal Year*** means the County's fiscal year, which begins on October 1 of the year prior to the year referenced and ends on September 30 of the year referenced. For example, Fiscal Year 2020 began on October 1, 2019, and ended on September 30, 2020. Each specific Fiscal Year reference is abbreviated using "FY" preceding the year such that "FY2020" means Fiscal Year 2020, FY2021 means Fiscal Year 2021, and so forth.

7. ***Five-Year Plan*** means the schedule approved annually by the County Commission in connection with the County's annual five-year capital improvement planning, which provides for the timing of all Transportation Surtax funded capital improvement projects over a rolling period of the next five Fiscal Years, subject to the County Commission's decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated year, such that "FY2021 Five-Year Plan" means the Five-Year Plan that begins in Fiscal Year 2021.

8. ***FY2020 Approved Projects*** means the 97 Municipal Capital Projects that are a subset of the 110 Cycle 1 Ranked Projects listed in **Exhibit A**, and that were determined statutorily eligible for Transportation Surtax Proceeds. FY2020 Approved Projects do not include the 13 Municipal Capital Projects that were withdrawn, deferred, or deemed ineligible, which are listed in **Charts 1** and **2** on **Exhibit A-1**.

9. ***MAP Administration*** means the County's Mobility Advancement Program Administration staff.

10. ***Minimum Annual Guarantee*** or ***MAG*** means the County's funding commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds received by the County each Fiscal Year to fund, collectively, Community Shuttle Service, Municipal Capital Projects, Municipal R&M Projects, and Municipal Project Contingency, pursuant to the terms and conditions of this Second Amendment.

11. ***MPO ILA*** means the Interlocal Agreement for Transportation Surtax Services entered into between the MPO and the County on April 25, 2019, to establish and implement an organized process for MPO Surtax Staff to evaluate and rank Municipal Capital Projects and make annual recommendations for Transportation Surtax funding in connection with the County's normal Fiscal Year budgeting process and five-year capital improvement planning.

12. ***MPO Surtax Staff*** means the staff or contractors hired by the MPO and funded by Transportation Surtax Proceeds.

13. ***Municipal Capital Projects*** or ***MCPs*** means municipal capital improvement projects involving primarily new or expanded roads, sidewalks, bike paths, bridges, and similar transportation elements.

14. ***Municipal Projects*** means collectively Community Shuttle Service, Municipal Capital Projects (including any Municipal Project Contingency), and Municipal R&M Projects.

15. ***Municipal Project Contingency*** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering Municipal Capital Project costs associated with unforeseen conditions during construction.

16. ***Municipal R&M Projects*** or ***MR&MPs*** means municipal projects that involve restoring a facility to safe and functional condition and/or preventative maintenance of a currently-operating facility to preserve the facility from failure or decline. Such projects include primarily the maintenance or rehabilitation of roads, sidewalks, bike paths, bridges, or similar transportation elements. Municipal R&M Projects do not include, without limitation, mowing, tree trimming, pressure cleaning,

painting, irrigation repairs, landscaping repairs and maintenance, and cleaning and maintenance of catch basins, storm drains, and pipes.

17. ***New Municipal Capital Projects*** or ***New MCPs*** means all Municipal Capital Projects other than the Cycle 1 Ranked Projects.

18. ***Oversight Board*** means the Independent Transportation Surtax Oversight Board established in Section 31½-75 of the Broward County Code of Ordinances.

19. ***Projected Minimum Annual Guarantee*** or ***Projected MAG*** means the amount of MAG funding forecasted by the County to be available for the then-applicable Fiscal Year budget and/or for each of the applicable Fiscal Years in a Five-Year Plan.

20. ***Surtax Funding Agreement*** means the interlocal agreement executed by the County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to the County, and which provides for the remittance of Transportation Surtax funds to the Municipality for a specific Municipal Project.

21. ***Transportation Plan*** means the Regional Mobility & Transportation Enhancements Surtax Initiative considered and approved by the County Commission on September 13, 2018. The Transportation Plan included 709 Municipal Projects (506 MCPs and 203 MR&MPs) with an estimated total cost, inclusive of the Municipal Project Contingency and Community Shuttle Service, of $2.8 billion.

22. ***Transportation Surtax*** means the 30-year 1% transportation surtax levied pursuant to the Transportation Surtax Ordinance and approved by referendum of the general electorate at the November 6, 2018, General Election, the proceeds of which are to be expended in accordance with applicable law.

23. ***Transportation Surtax Ordinance*** means Section 31½-71, et seq., of the Broward County Code of Ordinances.

24. ***Transportation Surtax Proceeds***, except where the context indicates otherwise, means the net amount of Transportation Surtax funds the County received for the applicable Fiscal Year from the Florida Department of Revenue after deduction of the five percent set-aside amount required by Section 129.01(2)(b), Florida Statutes.

25. ***Transportation Surtax Projects*** means all projects funded in whole or in part with Transportation Surtax Proceeds (including projects submitted by Municipalities, the County, or Tri-Rail).

II. **Applications for Funding.**

A. Application Process for New Municipal Capital Projects. Unless otherwise expressly provided in this Second Amendment, Municipalities seeking Transportation Surtax funding for New Municipal Capital Projects shall submit applications to the MPO consistent with the MPO's prescribed application process. Such applications must include all supporting documents necessary to evaluate the New MCP, including all documents required by the MPO through its application process, any additional documents as may be requested by the MPO, and an independent cost estimate for each phase of the New MCP. The MPO's annual application period for New MCPs shall begin no later than **April 1** of each year. New MCPs shall be evaluated and ranked by the MPO consistent with Section IV below.

MCPs in the Transportation Plan that are numbered 111 through 510 in **Exhibit A** require additional evaluation and analysis by the MPO, are New MCPs as defined in this Second Amendment, and must be evaluated, ranked, and recommended for funding by the MPO pursuant to the process provided in Section IV.B. of this Second Amendment.

Upon written notice to the County and the MPO, Municipalities may withdraw an MCP (i.e., cancel its application for Transportation Surtax funding for the applicable project) at any time prior to executing a Surtax Funding Agreement.

The unincorporated area of the County shall be eligible to receive Transportation Surtax Proceeds for MCPs, and projects submitted by the County on behalf of the unincorporated area shall be included and reviewed by the MPO on the same basis as any other MCP.

B. Application Process for Municipal R&M Projects. The County will accept applications for new Municipal R&M Projects periodically as Transportation Surtax Proceeds for MR&MPs become available, as determined by the County. New MR&MPs will be evaluated and ranked by the County consistent with Section IV below.

III. **Eligibility.** To be eligible for funding with Transportation Surtax Proceeds, Municipal Projects must comply with Section 212.055(1), Florida Statutes, as well as the following eligibility criteria as applicable:

A. Street lighting: Improvements to lighting systems along a public road that are ancillary to road improvements and illuminate the right-of-way for vehicles, pedestrians, and bicyclists, are eligible projects. Such lighting improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source. A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for these improvements to be eligible.

B. Drainage: Improvements to a public road stormwater system that address drainage deficiencies are eligible, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage projects and may include the width of the road right-of-way plus up to ten feet on each side of the right-of-way to calculate the eligible size of the stormwater system. Increases to the stormwater system to accommodate a drainage area greater than the eligible size are not eligible. Improvements to address runoff from private roads and/or developments are not eligible.

C. Sound Walls: Improvements that are consistent with the then-applicable FDOT noise decibel level criteria and the Broward County criteria for noise abatement projects are only eligible if the improvements meet all of the following criteria:

- Any requested sound wall is due to a road project that adds through lanes to an existing road, alters the road alignment significantly, or constructs a new road;
- The traffic noise study indicates the projected exterior noise level approaches or exceeds 67 decibels (dBA) or increases the existing noise level by 15 dBA or more; and
- FDOT compliant modeling shows the proposed wall will reduce the noise level at least five (5) dBA with a typical design goal of ten (10) dBA reduction.

D. Fiber-optic: Fiber-optic improvements supporting only communications for the County's public transportation system are eligible, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). A shared conduit that includes use for any purpose other than the County's public transportation system is not eligible for funding through Transportation Surtax Proceeds.

E. Landscaping: Only landscaping improvements within the public road right-of-way that are ancillary to a road improvement project and meet the applicable design criteria are eligible. Such landscaping improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source.

F. Parking: Improvements used for park-and-ride or other transit-oriented development parking that serve the public are eligible. Garages directly related to a public transportation project that serve the public are eligible, provided the parking fees do not exceed costs associated with operating and maintaining the facility.

G. Road Improvements: New roads, widening, resurfacing, and repairs of existing roads, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. Evaluation and Ranking.

A. The MPO's Cycle 1 Evaluation and Ranking of Municipal Capital Projects. The Parties acknowledge and stipulate that, having conducted all reasonable inquiry and performed all reasonable diligence, they are unaware of any facts that would render any of the following statements inaccurate or false:

1. The County's FY2020 and FY2021 funding of FY2020 Approved Projects and Municipal Capital Projects provided for in the County's FY2021 Five-Year Plan are consistent with all of the County's contractual obligations to the Municipalities and the MPO, and such funding was determined after prudent and proper consideration of the MPO's recommendations set forth in **Exhibit A**. The MPO's prioritization and ranking methodology and recommendations to the County were appropriately and validly informed by (a) each MCP's ability to alleviate traffic congestion and improve connectivity; (b) other factors such as shovel-readiness, level of service, incident delay, proximity to transit, population density, employment density, equity, and resiliency, as reflected in **Exhibit B** attached; and (c) the MPO's analysis and points distribution system illustrated in **Exhibit B**.

2. The MPO's evaluation and ranking process completed in February 2020 (a) properly considered all MCPs submitted by the Municipalities to date; (b) ranked the submitted MCPs in order from 1 to 110 in a fair and equitable manner in accordance with each of the Parties' contractual obligations; and (c) was not unfairly affected or tainted in any way, including, without limitation, by any existing or contemplated contractual obligations or entanglements of the MPO as consultant or service provider to one or more of the Municipalities.

3. The combined cost of funding all phases of each of the FY2020 Approved Projects far exceeds the projected aggregate Minimum Annual Guarantee for FY2019, FY2020, and all five Fiscal Years in the FY2021 Five-Year Plan. As a result, phases of FY2020 Approved Projects not scheduled for funding in FY2020 will be funded in one or more of the Fiscal Years in the FY2021 Five-Year Plan or subsequent Five-Year Plans, based on the MPO's FY2020 ranking and funding recommendations and the availability of MAG funds. In addition, statutorily-eligible Cycle 1 Ranked Projects deferred at the request of the Municipality will receive priority for MAG funding as outlined in Section IV.B.1(b) below based on the MPO's FY2020 rankings and funding recommendations. Therefore, it is anticipated that MAG funding for New MCPs may not be available before FY2027.

B. MPO Evaluation and Ranking Process for New Municipal Capital Projects: The MPO will develop, establish, and utilize an evaluation and ranking process (the "New MPO E&R Process") to prioritize the order of funding Municipal Capital Projects within the Minimum Annual Guarantee, which process may not be implemented by the MPO prior to it being approved in writing by the County Administrator. Beginning in 2021, or as soon thereafter as such process has been developed by the MPO and approved by the County Administrator, the New MPO E&R Process shall be the process utilized for evaluation and

ranking of New MCPs, and shall include: (1) a preliminary assessment of the project's eligibility under Section 212.055, Florida Statutes, and Section III of this Second Amendment, which assessments shall be made in consultation with the Transportation Surtax General Counsel and counsel for the applicable Municipality; (2) an annual evaluation of any new applications from Municipalities for MAG funding of MCPs; (3) an evaluation of New MCPs for funding in the then-current fiscal year and the applicable Five-Year Plan, as applicable; (4) an evaluation of the cost estimate provided by the applicable Municipality for each expected phase of the applicable MCP; (5) individualized meetings with each Municipality to evaluate its funding applications, funding needs, funding sources, and project performance; (6) an evaluation and ranking of all MCPs for funding that utilizes the criteria listed in Section IV.B.2 below; and (7) a scoring distribution system for the evaluation and ranking of MCPs substantially the same as or similar to the system illustrated in **Exhibit B**.

1. *MPO's Rankings and Funding Recommendation*. Beginning in 2021, by **June 1** of each year and consistent with the requirements of the New MPO E&R Process provided for herein, the MPO will annually develop and deliver to the MAP Administration: (i) a ranked list of MCPs the MPO recommends for funding in the upcoming Fiscal Year, subject to Section IV.A.3; (ii) recommended schedule for funding applicable phases of annually ranked MCPs; and (iii) recommended funding allocations for ranked MCPs within the MAG for each Fiscal Year of the applicable Five-Year Plan. The funding recommendations referenced in subsections (ii) and (iii) herein must be consistent with regard to the upcoming Fiscal Year with the ranked list of MCPs submitted pursuant to subsection (i) herein.

(a) *Annual MCP Rankings*: Subject to Section 4.B.1(b) below, the MPO shall annually rank all MCPs, including New MCPs, and recommend funding within the MAG for the applicable phase of MCPs based on the criteria in Section IV.B.2. Each MCP (including their subsequent phases) shall be re-evaluated on an annual basis pursuant to the New MPO E&R Process and the criteria stated in Section IV.B.2. The Parties acknowledge and stipulate that the MPO's annual Fiscal Year ranking and funding recommendations for MCPs may vary each Fiscal Year, including based on the other MCPs being evaluated at the time and each MCP's progress and status at the time of each annual evaluation, such that a MCP or subsequent phases of any MCP may be ranked higher or lower in the ranked list in different Fiscal Years.

(b) *Cycle 1 Ranked Project Rankings*. Notwithstanding Section IV.B.1(a), unless expressly provided for otherwise in this Second Amendment, Cycle 1 Ranked Projects shall retain their ranking as assigned by the MPO in FY2020 for all phases of the project, including for subsequent phases. In addition, the MPO's annual ranking and funding recommendations shall prioritize funding for Cycle 1 Ranked Projects, in the order of their original ranking, before New MCPs and lower-ranked Cycle 1 Ranked Projects. As a result, unless the Cycle 1 Ranked MCP is withdrawn or abandoned by the Municipality, subsequently deemed ineligible for Transportation Surtax Proceeds, or

deemed infeasible by the County pursuant to Section V.D., the MPO will assign Cycle 1 Ranked Projects the highest rankings in the annual ranking and funding recommendations, consistent with their originally assigned FY2020 ranking order, until all phases of Cycle 1 Ranked Projects are funded.

(c) *MPO's Funding Recommendations Not to Exceed MAG.* The MPO's annual ranking and funding recommendations shall never exceed the Projected MAG for that Fiscal Year provided in writing to the MPO by the County Administrator. The MPO may provide a supplemental list of additional MCPs it recommends for funding in excess of the MAG only if and to the extent of a written request from the County Administrator. To avoid exceeding the MAG in any Fiscal Year, the MPO may recommend that the County distribute funding allocations for a single phase (e.g., construction) of a large MCP among several Fiscal Years, in which event the MPO shall include such recommended allocations in the proposed Five-Year Plan recommendations. The County, in its sole discretion, may time the funding of that phase of the MCP among multiple Fiscal Years within the MAG.

2. *MPO Evaluation and Ranking Criteria.* The MPO shall annually evaluate, rank, and recommend funding for timely submitted MCPs based exclusively on the criteria stated in subsections (a) and (b) below:

(a) The project's ability to ***alleviate traffic congestion and enhance connectivity*** shall be the MPO's **primary** criteria for evaluating and ranking MCPs for funding and shall be weighted more than the factors in subsection (b) and any other factor in the MPO's scoring distribution and methodology. Factors relevant to the alleviation of congestion and enhancement of connectivity may include, without limitation, the following:

i. The project's ability to alleviate traffic congestion and enhance connectivity between and among densely populated and highly concentrated employment zones, existing transit services, and multimodal connections;
ii. The level of service of the connected roadway network;
iii. Connections to facilities like the proposed project, existing facilities, and existing public-school zones; and
iv. The project's ability to reduce incident delays such as vehicular, pedestrian, and bicycle accidents.

(b) The following criteria are secondary to the criteria in subsection (a), and shall be weighted less than the factors in subsection (a) and in such order as the MPO deems appropriate:

i. The project's ability to improve or address an identified resiliency issue on a moderate to highly-vulnerable corridor including, without limitation, considerations of sea level rise and climate change, as set forth in generally accepted studies or reports such as the study titled "Extreme Weather and Climate Change Risk to the Transportation

System in Broward County," or the report titled "2019 Unified Sea Level Rise Projection for Southeast Florida."

ii. Regional impact including, but not limited to, whether the project is a collaborative effort among municipalities and crosses municipal boundaries;
iii. The economic impact in socioeconomically underserved areas as further defined by the MAP Administration;
iv. Demonstrated outreach and public support for the project;
v. Construction-readiness of the project;
vi. Whether the proposed project (including any prior phase of the project) was included in the Transportation Plan, the Cycle 1 Ranked Projects, or a prior evaluation and ranking cycle;
vii. Whether the Municipality has implemented Land Use Policy 2.16.4 by enacting specific regulations including those referenced in Land Use Policy 2.16.4 (applicable only after the Land Use Policy is 2.16.4 is effective);
viii. Whether the Municipality deems the proposed project its highest-priority MCP; and
ix. Project timing, cost, and performance (if any) to date, including but not limited to:
    - The proposed project schedule and estimated completion date;
    - The project budget and the estimated total cost of the project (inclusive of all phases);
    - Whether and the extent to which the project leverages state and/or federal funds; and/or
    - Project implementation performance to date (if any) (e.g., how well the project has met its proposed schedule, delivery goals, budget, and CBE goals).

3. *Duration of the MPO Role*. The MPO ILA is currently scheduled to expire on December 31, 2024. If the MPO ILA expires or is terminated, or if the MPO ILA is modified to remove the MPO from the process of evaluation and ranking of MCPs, the County and the Municipalities will negotiate and execute an amendment to this Second Amendment that identifies the individuals or entities to perform the role of evaluating and ranking MCPs at the conclusion of the MPO's service in that role. Notwithstanding Section VII.D below, the MPO's execution of such an amendment will not be required for it to be effective.

C. County Evaluation and Ranking of Municipal R&M Projects.

1. *Cycle 1 Evaluation and Ranking of Municipal R&M Projects*. The Parties acknowledge and stipulate that all Municipal R&M Projects contained in the Transportation Plan for which documentation was properly submitted in FY2020 were

properly and validly reviewed and ranked by the County based upon the factors listed in Section IV.C.2. below, which resulted in the list of 61 ranked MR&MPs. The Parties agree and stipulate that the total cost of the 61 MR&MPs alone exceeded the MAG for FY2019 and FY2020 combined (exclusive of Community Shuttle Service, all MCPs, and any Municipal Project Contingency). The Parties further agree and stipulate that MR&MPs on the ranked list of 61 MR&MPs that were not funded in FY2020 will be funded in future funding cycles, subject to the availability of MAG funds as determined by the County, until all 61 MR&MPs have been funded. The County may begin accepting applications for new MR&MPs after Surtax Funding Agreements have been fully executed for all 61 MR&MPs reviewed and ranked by the County in FY2020.

2. *Evaluation and Ranking Criteria for Municipal R&M Projects.* The County will evaluate and rank MR&MPs based on its assessment of the following criteria:

(a) The age and condition of the facilities;
(b) Multimodal components;
(c) Sustainability components;
(d) Socio-economic factors (including, without limitation, gas tax revenues distributed, household income, and miles of roadway under municipal jurisdiction);
(e) Construction-readiness of the project;
(f) Geographic and equitable distribution of Transportation Surtax Proceeds countywide; and
(g) Other transportation-related projects occurring or scheduled to occur in the vicinity, including to avoid unnecessary disruption of traffic and inefficient or duplicative work.

The County may re-evaluate and re-rank MR&MPs, in its sole discretion, including MR&MPs previously approved for funding, at any time based on additional information reasonably related to the criteria stated in this Section IV.C.2. and the availability of MAG funding after Community Shuttle Service and Municipal Capital Projects (including any Municipal Project Contingency) are funded in accordance with this Second Amendment.

V. Surtax Proceeds for Municipal Capital Projects.

A. OPPAGA Performance Audit. In 2018, the amount of Transportation Surtax Proceeds estimated during the 30-year levy was approximately $15.6 billion. Section 212.055, Florida Statutes, which authorizes the levy of the Transportation Surtax, was amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." The audit was completed and posted on the County's website as required by the statute.

B. The County's Minimum Annual Guarantee and Project Funding.

1. For each Fiscal Year, the annual amount of Transportation Surtax Proceeds allocated to Community Shuttle Service, MCPs, Municipal Project Contingency, and MR&MPs must be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Each Fiscal Year, the County will utilize the MAG for that Fiscal Year (after fully funding Community Shuttle Service) to fund MCPs, in the order as ranked and recommended by the MPO, except as stated in Section V.D below. If there are unallocated MAG funds after funding MCPs as ranked and recommended by the MPO for that Fiscal Year, the County, in its sole discretion, may roll over the unallocated MAG funds and increase the MAG for the next Fiscal Year by the amount of the rollover, or allocate the funds for MR&MPs.

2. Subject to Section V.B.1 and notwithstanding anything else stated in this Second Amendment, the Parties acknowledge and stipulate that the County has no obligation to fund Municipal Projects (inclusive of Community Shuttle Service, MCPs, MR&MPs, and Municipal Project Contingency) in any Fiscal Year in excess of the MAG. In addition, except for FY2019, FY2020, and FY2021 funding allocations for FY2020 Approved Projects, the Parties acknowledge and stipulate that the County may, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the MAG to fund any Municipal Project, whether or not the project has ever been ranked by the MPO, and regardless of any ranking priority the MPO may have assigned to the project. Further, and except as provided for in Section V.B.1, the Parties agree that: (i) the MPO's ranking and funding recommendations do not apply to MCPs the County elects to fund in excess of the MAG; and (ii) the County has complete discretion to fund any such MCPs in excess of the MAG if, and on such terms and conditions, it chooses.

3. Upon the applicable Municipality's written request, the County in its sole discretion may apply funding for a designated phase of an MCP previously recommended by the MPO (e.g., planning or design) to another phase of the same MCP (e.g., construction) if the following conditions are met: (i) the previously recommended phase of the MCP is completed or other circumstances render funding of that phase futile (e.g., the phase was funded with other resources); and (ii) the substituted phase to be funded has been considered statutorily-eligible by the Oversight Board. The funding amount previously recommended by the MPO for the designated phase is the maximum amount that the County will apply to the substituted phase. Any MAG funding reallocated pursuant to this paragraph shall be counted in terms of calculating whether the County has met its MAG funding obligation.

4. The timing and process of funding any MCP shall be consistent with applicable law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Municipal Project unless the County, through the Transportation Surtax General Counsel, after consultation with counsel for the Municipality and after considering the recommendation of the Oversight Board, confirms

the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this Second Amendment to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) a MCP submitted by a municipality not a party to this Second Amendment; or (ii) any project (or element of a project) legally ineligible for Transportation Surtax Proceeds.

C. The County's Annual Budget and Five-Year Plan.

1. *The County's FY2019, FY2020, and FY2021 Approved Budgets*. The Parties agree and stipulate that: (a) funding allocated by the County for Municipal Projects through the effective date of this Second Amendment exceeds the total MAG for FY2019, FY2020, and FY2021 combined and fully satisfies the County's funding obligation for those Fiscal Years; (b) the County's FY2019, FY2020, and FY2021 funding allocations for the FY2020 Approved Projects were for only the stated phase of the respective FY2020 Approved Project; and (c) funding for phases of FY2020 Approved Projects not budgeted for in the FY2021 Five-Year Plan will be funded by the MAG in subsequent Fiscal Years consistent with the MPO's FY2020 rankings and funding recommendations.

2. *Fiscal Year Budgets and Five-Year Plans After FY2021*. For all Fiscal Years after FY2021, in the normal course of the County's annual budget and capital improvement planning process, the County will, through the County Commission, allocate funding for Transportation Surtax Projects for the then-current Fiscal Year and approve a Five-Year Plan for Transportation Surtax Projects. The County will use a team that will include transportation planning, legal, and other professionals to develop Five-Year Plans and Fiscal Year funding recommendations based on the following considerations:

(a) The MPO's funding recommendations in FY2020 and for subsequent Fiscal Years up to the MAG;
(b) The County Administrator's annual budget recommendations published by the County in approximately July of each year;
(c) The Oversight Board's consideration as to statutory eligibility for funding with Transportation Surtax Proceeds pursuant to Section 212.055(1), Florida Statutes;
(d) Available Transportation Surtax Proceeds;
(e) Revenue and economic forecasts and analysis;
(f) Corridor delivery modeling with an aim to achieve responsible and efficient use of Transportation Surtax Proceeds and the mitigation of potential or actual disruption to residents and businesses;
(g) Requests from Municipalities to reschedule, modify, or combine projects;
(h) Construction-readiness of each Transportation Surtax Project;
(i) The ability to leverage state and/or federal funding; and
(j) Other factors the MAP Administration or the County Commission deems relevant.

3. *The County Commission's Approval and Allocation of Funding for Municipal Projects*. Annually, the MAP Administration will provide to the County Commission for its consideration and approval: (a) a proposed Five-Year Plan which includes at least the Projected MAG funding allocations (after deducting the cost of Community Shuttle Service) for MCPs, by project and Fiscal Year, consistent with the MPO's rankings and MAG funding recommendations for the applicable Fiscal Years; (b) a Fiscal Year budget which includes at least the MAG allocations for Municipal Projects; and (c) its determination as to statutory eligibility of the proposed Transportation Surtax Projects based on the Oversight Board's evaluation. Prior to or simultaneously with its annual presentation to the County Commission, the MAP Administration will notify the Municipalities of the County's proposed Five-Year Plan and the Projected MAG for each Fiscal Year of the Five-Year Plan. The Five-Year Plan will provide for the timing of funding all capital Transportation Surtax Projects and include funding projections over a rolling five-year period. The County has no obligation to fund any MCP in an amount greater than the least of the following: the amount recommended by the MPO, determined statutorily-eligible by the Oversight Board, or the actual cost of the project. As used in this Second Amendment, a Municipal Project (including, as applicable, the designated phase of an MCP) is "funded" when the County Commission approves the allocation of funding for the Municipal Project (or the designated phase of the MCP as applicable) included in the County's then-current Fiscal Year budget. Municipalities will receive funds allocated for MCPs as outlined in Section V.F.

4. *Adjustments to Five-Year Plans*. In the event of a material change in one or more of the factors in Section V.C.2 above, the MAP Administration will (i) make periodic adjustments to the Five-Year Plan consistent with the factors outlined in Section V.D. and, if applicable, present such adjustments to the Oversight Board for its evaluation as to statutory eligibility for funding with Transportation Surtax Proceeds; (ii) present any proposed adjustments to the County Commission for its approval and appropriation of Transportation Surtax Proceeds as the County Commission deems necessary and appropriate; and (iii) in the event Transportation Surtax Proceeds actually received by County exceed the County's projections for that Fiscal Year, the MAP Administration will request additional rankings and recommendations from the MPO to fund additional MCPs and make any necessary proposed adjustments to the MAG funding allocations for that Fiscal Year for the County Commission's approval consistent with subsections (i) and (ii) of this section.

5. *Reimbursements to Municipalities for Eligible Expenditures*. Municipalities may request reimbursement from the County for eligible expenditures under Section 212.055(1), Florida Statutes, and Section of III of this Second Amendment for MCPs included in the then-current Five-Year Plan approved by the County Commission, provided that: 1) the Municipality obtains written approval from the County Administrator of the specific project; 2) the County Commission allocated Transportation Surtax Proceeds for that MCP for the then-current Fiscal Year; and 3) the Municipality

enters into and complies with all terms and conditions of the Surtax Funding Agreement for the applicable project. To the extent permissible under applicable law, the Surtax Funding Agreement may be executed after the expenditures by the Municipality, but must be executed prior to reimbursement, and the provisions of the Surtax Funding Agreement shall govern the eligibility of such expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as approved by the County Commission.

D. The County's Limited Discretion to Fund Municipal Capital Projects Other Than as Ranked by the MPO within the MAG Funding Recommendations. The Parties agree and stipulate that the County may deviate from the MPO's ranking to accelerate or subordinate funding of an MCP within the MAG for the applicable Fiscal Year only when necessary to ensure Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to residents and businesses, in the circumstances set forth herein. The County's deviation from the MPO's ranking order in one Fiscal Year shall not modify the order of priority for funding MCPs in any subsequent Fiscal Year. If the County uses its limited discretion as defined in this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to fund any subordinated MCP within a reasonably prompt time frame once the reason(s) for the deviation as stated in the County's written notice are resolved, subject to the availability of funds within the MAG. The circumstances under which the County may exercise its limited discretion pursuant to this section are limited to the following:

1. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable MCP(s) and the timing of other projects that affect the same or nearby transportation elements to avoid waste;

2. The MCP is scheduled for construction funding for that Fiscal Year but is not construction-ready for any of the following reasons:

(a) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
(b) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
(c) Right-of-way required to construct the project has not been acquired;
(d) The construction cost estimate is ten percent (10%) higher than the construction cost estimate proposed by the Municipality in its application for funding (after factoring in reasonable inflation);
(e) The permits required to construct the project have not been obtained;

(f) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(g) The Municipality's governing body has not adopted a resolution of support confirming its approval for the project to proceed; or

(h) The Municipality states in writing that it is unable or unwilling to move forward with the project because of opposition from an affected community or inadequate public support for the project.

3. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this Second Amendment; and/or

4. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

In addition, the County may, in its sole discretion, deem a MCP infeasible if it fails to meet the construction-ready requirements listed in Section V.D.2 above within three Fiscal Years after the first day of the Fiscal Year for which the MCP was first scheduled for construction funding. If a project is deemed infeasible, as provided in this Section V.D., the project will be deemed canceled and withdrawn, will lose its ranking, and its allocated funding would then be available to fund other Municipal Projects. A Municipality may elect to submit a new application to the MPO for any MCP deemed infeasible by the County.

E. The County's Discretion to Convert a Municipal Project to a County Project. The County may elect, at any time prior to executing a Surtax Funding Agreement, with the consent of the applicable Municipality(ies), to convert any MCP in the then-current Five-Year Plan to a County project. The County will provide written notice to the Municipality of its intent to convert the MCP to a County project. For any MCP converted to a County project, the funding for the project will not be counted toward the MAG, and the timing of funding the project in the applicable Five-Year Plan will be determined by the County in its sole discretion without regard to the MPO's ranking and funding recommendations.

F. Surtax Funding Agreements. The Municipalities shall receive Transportation Surtax Proceeds from the County for a funded Municipal Project subject to and upon execution of, a Surtax Funding Agreement between the County and the Municipality for each such Municipal Project. Surtax Funding Agreements for MCPs and MR&MPs shall include at least a 30% CBE commitment for the project, unless such requirement is determined inapplicable by the Director of the County's Office of Economic and Small Business Development or is modified or waived by the County Commission.

G. Community Shuttle Service. Subject to the availability of funds, the MAG will be used first to directly and fully fund the reasonable and necessary operating, maintenance, and capital costs of existing Community Shuttle Service and any improved or new Community Shuttle Service, before funding MCPs, Municipal Project Contingency, and

MR&MPs. Funding of Community Shuttle Service is not subject to evaluation or ranking by the MPO. Unless waived by the County, to be eligible for Transportation Surtax Proceeds, the Community Shuttle Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route or such other standard as the County may impose. The County may, in its sole discretion, decrease or increase this standard based on future population and ridership growth. The County's Transportation Department administers the Community Shuttle Service program and allocated Community Shuttle Service funding is included in the Transportation Department's annual Fiscal Year budget. In the event of interruptions due to hurricane or other natural disasters causing Municipality to fail to meet the 7.1 passengers per revenue service hour requirement, County may suspend the ridership criteria. The Community Shuttle Service ridership requirement is suspended until the end of the current declared local state of emergency due to COVID-19.

VI. **Additional Requirements**. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by the County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with any conditions recommended by the Oversight Board when such recommendations are expressly and formally approved by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project performance data, metrics, measures, and deliverables as may be prescribed by the County.

A. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to audit by the County and the Oversight Board. Any interest earned by a Municipality on any Transportation Surtax Proceeds shall constitute Transportation Surtax Proceeds and may be utilized by the Municipality only in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by the Contract Administrator, a Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

B. Permitting. To decrease public inconvenience and to facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by the County and is in whole or in part within the geographical boundaries of a Municipality, each Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except to the extent of any portion of the work performed by the County that will be owned, operated, and maintained by the Municipality. The waiver shall include, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. The County shall be responsible for ensuring adequate

plan review, inspections, and compliance with State and County standards for work performed by the County. The County shall waive, unless prohibited by applicable state or federal law, all County permitting fees for Municipal Capital Projects and Municipal R&M Projects.

C. Road Closures. Each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by the County, that ensures the County is promptly notified and promptly provided with data reasonably requested by the County regarding all municipal roads in the Municipality that are closed for any reason, including but not limited to construction of Transportation Surtax Projects, other construction, or flooding.

D. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing in the form and content prescribed by the County, including, but not limited to, signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds, utilizing County-approved wording, logos, or other imagery, which branding and marketing will acknowledge the project contributions of the County and the applicable Municipality(ies). The County will work cooperatively with the Municipality(ies) regarding the location of branding and marketing. The costs for all branding and marketing requested by the County pursuant to this section shall be included in the Transportation Surtax Proceeds allocated for the applicable Municipal Project.

E. Data Collection and Sharing. To the extent requested by the County, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or the Municipality's use of such roads, rights-of-way, properties, or assets. The County shall fund the costs for any such incorporation and placement requested by the County. To the extent that the Municipality controls data collection, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by the County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable project, to the extent requested by the County, each Municipality shall provide the County any and all access to such data as may be requested by the County, including recurring or real-time access or periodic download.

VII. General Provisions.

A. Term of Agreement. This Second Amendment shall remain in full force and effect until all Transportation Surtax Proceeds allocated by the County to Municipal Projects

have been fully expended by all the Municipalities and thereafter until 90 days after the Oversight Board has completed its review of each applicable Party's final audit.

B. No Impact to Future Levies. Nothing in this Second Amendment shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

C. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Second Amendment shall be met solely through the use of Transportation Surtax Proceeds, and all funding provided by the County under this Second Amendment shall be consistent with applicable law including Section 129.01, Florida Statutes.

D. Amendment. This Second Amendment may be amended by a written document formally approved by the County and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population. The MPO's written approval of any amendment shall only be required if the amendment purports to modify any express obligation of the MPO hereunder. Any amendment approved in accordance with this section shall be binding on all Parties hereto.

E. Governing Law, Venue, and Waiver of Jury Trial. This Second Amendment shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this Second Amendment shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS SECOND AMENDMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SECOND AMENDMENT.**

F. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

G. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Second Amendment, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Second Amendment.

H. Notices. In order for a notice to a Party to be effective under this Second Amendment, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with 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). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to the County:	Broward County Administrator 115 S. Andrews Avenue, Room 409 Fort Lauderdale, FL 33301 Current email: bhenry@broward.org
With a copy to:	Broward County Attorney 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301 Current email: ameyers@broward.org
As to Municipality:	Manager/Administrator Name, address, and current email provided on signature page
With a copy to:	Municipal Attorney Name, address, and current email provided on signature page
MPO:	MPO Executive Director 100 W. Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309 Current email: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Weiss Serota Helfman Cole & Bierman 200 E. Broward Blvd., Suite 1900 Fort Lauderdale, FL 33301 Current email: agabriel@wsh-law.com

A Party's notice address may by changed at any time by that Party, provided that Party provides notice of such change consistent with the requirements of this section.

l. Entire Agreement. This Second Amendment constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and supersedes all prior versions of the Interlocal Agreement, the First Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment that is not expressly contained in this Second Amendment. To the extent of any conflict between or among this Second Amendment, the Interlocal Agreement, and the First Amendment (and, with regard to any obligation of the MPO or County under the MPO ILA, to the extent of any conflict between or among

this Second Amendment, the Interlocal Agreement, the First Amendment, and/or the MPO ILA), the provisions of this Second Amendment shall prevail.

J. Headings. The section and subsection headings in this Second Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Second Amendment.

K. Joint Preparation. The preparation of this Second Amendment has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

L. Severability. If any portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this Second Amendment in a manner designed to effectuate the original intent of the Parties.

M. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this Second Amendment.

N. Individual Liability. Except as provided in Section VII.D., each Party agrees and commits to fully comply with the obligations of this Second Amendment for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this Second Amendment shall not constitute a default by any other Party.

O. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date (as defined below) of this Second Amendment, each Party is in full compliance with all terms and conditions of this Second Amendment. To the extent any Party may have a claim for a breach or default of any provision of the Interlocal Agreement, the First Amendment, or this Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases their individual claims.

P. Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the County, the MPO, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population (the "Effective Date").

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to and Restatement of the Transportation Surtax Interlocal Agreement on the respective dates under each signature: 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 September, 2020 (Agenda Item 61); the MPO, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

COUNTY

WITNESSES:

Signature

MARYANNE DARBY

Print Name of Witness above

Signature

TAMARA BRANNON

Print Name of Witness above

BROWARD COUNTY, by and through its County Administrator

By: _____
Bertha Henry, County Administrator

19 day of March, 2021

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: _____ 3/18/21
Devona A. Reynolds Perez (Date)
Assistant County Attorney

By: _____ 3/18/21
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/DRP
Second Amendment to and Restatement Transportation Surtax ILA.doc
01/08/2021
#20-114.00

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

By: _____
Gregory Stuart, Executive Director

This 25th day of February 2020.

MPO

By: _____
FRANK ORTIS, Chair

This 25th day of February 2020.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE MPO ONLY:

By: _____
Alan L. Gabriel, MPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF COCONUT CREEK through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 28th day of January, 2021.

MUNICIPALITY

WITNESS:

Marianne Bowers
Signature of Witness

Marianne Bowers
Print or Type Name of Witness

Darnette Grant
Signature of Witness

Darnette Grant
Print or Type Name of Witness

By: _____
Louis Sarbone, Mayor

28 day of January, 2021

By: _____
Karen M. Brooks, City Manager

28 day of January, 2021

ATTEST:

_____
Leslie Wallace May, City Clerk

Approved as to legal form by:

_____
Terrill C. Pyburn, City Attorney

Notices:

City of Coconut Creek
City Manager
4800 W.Copans Road
Coconut Creek, FL 33063
CityManager@coconutcreek.net

With a copy to:

City of Coconut Creek
City Attorney
4800 W.Copans Road
Coconut Creek, FL 33063
CityAttorney@coconutcreek.net

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Cooper City through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 21st day of January, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

Jenna I Montoya
Print or Type Name of Witness

Ruth Fruchter
Signature of Witness

Ruth Fruchter
Print or Type Name of Witness

By: _____, Mayor

21 day of January, 2020

By: _____, Municipal Manager

21 day of January, 2020

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

Joseph Napoli, City Manager
City of Cooper City
9090 SW 50 Place
Cooper City, FL 33328
jnapoli@coopercityfl.org

With a copy to:

Jacob G. Horowitz, City Attorney
Goren Cherof Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
JHorowitz@gorencherof.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Coral Springs through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 3 day of February, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____, Mayor

Alexandra Frederick
Print or Type Name of Witness

4 day of February, 2020

Signature of Witness

By: _____, Municipal Manager

Amy Gastineau
Print or Type Name of Witness

4 day of February, 2020

ATTEST:
Municipal Clerk

Approved as to legal form by:
Municipal Attorney

Notices: Frank Babinec, City Manager
9500 West Sample Road
Coral Springs, FL 33065
fbabinec@coralsprings.org

With a copy to: John Hearn, City Attorney
9500 West Sample Road
Coral Springs, FL 33065
jhearn@coralsprings.org

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Dania Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26 day of January, 2020~~0~~.1

MUNICIPALITY

WITNESS:

Signature of Witness

Erika Clayton
Print or Type Name of Witness

Signature of Witness

Angel Lunkins
Print or Type Name of Witness

By: _____
Tamara James, Mayor

26 day of January, 2020~~0~~1

By: _____
Ana M. Garcia, Municipal Manager

26 day of January, 2020~~0~~1

ATTEST:

Municipal Clerk Thomas Schneider

Approved as to legal form by:

Municipal Attorney Thomas J. Ansbro

Notices:
Ana M. Garcia, ICMA-CM, City Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004
agarcia@daniabeachfl.gov
With a copy to:
Thomas J. Ansbro, City Attorney
100 W Dania Beach Boulevard
Dania Beach, FL 33004
tansbro@daniabeachfl.gov

DANIA BEACH ESTABLISHED 1904

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Davie through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20 day of January, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

Gillian Brewster
Print or Type Name of Witness

Signature of Witness

Kimberly Cox
Print or Type Name of Witness

By: Judy Paul

20 day of January, 2020

By: , Municipal Manager

20 day of January, 2020

By: Richard J. Lemack

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:
Assistant Town Administrator
6591 Orange Drive
Davie, FL 33314

With a copy to:
Town Administrator
6591 Orange Drive
Davie, FL 33314

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Deerfield Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 2nd day of February, 2021

CITY OF DEERFIELD BEACH

WITNESS:

Signature of Witness

TRACY BRITTEN

Print or Type Name of Witness

Signature of Witness

Jocelyn Mclean

Print or Type Name of Witness

By: _____
Bill Ganz, Mayor

2nd day of February, 2021

By: _____
David Santucci, City Manager

5th day of February, 2021

ATTEST:

Samantha Gillyard, City Clerk

Approved as to legal form by:

Anthony Soroka, City Attorney

Notices:

David Santucci
City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441
web.citymgr@deerfield-beach.com

With a copy to:

Anthony Soroka
City Attorney
1200 N Federal Hwy Ste 312
Boca Raton, FL 33432
ASoroka@wsh-law.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 2021.

MUNICIPALITY

WITNESS:

_____
Signature of Witness

Scott Wyman
Print or Type Name of Witness

_____
Signature of Witness

Aimee Lewis
Print or Type Name of Witness

By: _____
Dean J. Trantalis, Mayor

15 day of February, 2021

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

12 day of February, 2021

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

Notices:

Ben Rogers
Transportation and Mobility Director
290 NE 3rd Avenue Fort Lauderdale, FL 33301
brogers@fortlauderdale.gov

Approved as to legal form by:

_____
Shari C. Wallen
Assistant City Attorney

With a copy to:

Shari Wallen
Assistant City Attorney
100 N Andrews Avenue
Fort Lauderdale, Florida 33301
SWallen@fortlauderdale.gov

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Hallandale Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 2020.

MUNICIPALITY

WITNESS:

_____ By: _____
Signature of Witness , Mayor

_____ _____ day of _____, 2020
Print or Type Name of Witness

_____ By: _____
Signature of Witness , Municipal Manager

_____ _____ day of _____, 2020
Print or Type Name of Witness

ATTEST: Notices:

_____
Municipal Clerk

Approved as to legal form by: With a copy to:

_____
Municipal Attorney

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Hillsboro Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 2nd day of February, 2021.

MUNICIPALITY

WITNESS:

M El-Sayed
Signature of Witness

Mariana El-Sayed
Print or Type Name of Witness

Signature of Witness

DANIELA T. JOSEPH
Print or Type Name of Witness

By: Deborah L. Tanant, Mayor

2nd day of February, 2021

By: William Serda, Municipal Manager

2nd day of Feb, 2021

ATTEST:

Sherry A. Henderson
Municipal Clerk

Approved as to legal form by:

Donald J Doody
Municipal Attorney

Notices:
Town of Hillsboro Beach
William Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
mserda@townofhillsborobeach.com

With a copy to:

Goren, Cherof, Doody & Ezrol P.A.
Donald J Doody, Town Attorney
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, FL 33308
DDoody@gorencherof.com

TOWN OF HILLSBORO BEACH FLORIDA

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF HOLLYWOOD through its governing body, signing by and through its Mayor, authorized to execute the same by Board action on the 16 day of March, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Steffinie Budhu
Print or Type Name of Witness

Signature of Witness

Azita Behmardi
Print or Type Name of Witness

By: Josh Levy, Mayor

16 day of March, 2021

By: George K. Keller, Jr. for Dr. Wazir Ishmael, City Manager

16 day of March, 2021

ATTEST:

Patricia A. Cerny, MMC, City Clerk

Approved as to legal form by:

Douglas R. Gonzales, City Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: _____ DR
CITY ATTORNEY

Notices:
City Manager
2600 Hollywood Blvd. 419
Hollywood, FL 33020

With a copy to:
City Attorney
2600 Hollywood Blvd.
Rm 407
Hollywood, FL 33020

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF Lauderdale-By-The-Sea through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of February, 2021.

MUNICIPALITY

WITNESS:
DocuSigned by:
Lisa Slagle
083B00CF6854440...
Signature of Witness

Lisa Slagle
Print or Type Name of Witness

DocuSigned by:
Neysa Herrera
61EBD7C3FF384E5...
Signature of Witness

Neysa Herrera
Print or Type Name of Witness

By: DocuSigned by:
C V
80A8AE8CC88D4A1...
Chris Vincent, Mayor
3/3/2021
_____ day of _____, 2021

By: DocuSigned by:
Linda Connors
977246ABA9524EF...
Linda Connors, Interim Town Mgr
3/4/2021
_____ day of _____, 2021

ATTEST:
DocuSigned by:
Tedra Allen, CMC
E79938A3E45D42E...
Town Clerk

Approved as to legal form by:
DocuSigned by:
Susan L Trevarthen
7851G1375GG5435...
Town Attorney

Notices:
Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to:
Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Lauderdale Lakes through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of February, 2020 21

MUNICIPALITY

WITNESS:

Signature of Witness

Parvathi Benasne-Watson
Print or Type Name of Witness

Signature of Witness

VERONICA Gongora
Print or Type Name of Witness

By: _____, Mayor

9th day of February, 2020 21

By: _____, Municipal Manager

9th day of February, 2020 21

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

Manager/Administrator Name: Phil Alleyne
Title: City Manger
Address: 4300 NW 36 St.
Lauderdale Lakes, FL 33319
Current e-mail: Phila@lauderdalelakes.org

With a copy to:

Municipal Attorney Name: Sidney Calloway
Title: City Attorney
Address: 200 East Broward Blvd, Ste. 2100,
Fort Lauderdale, FL 33301
Current e-mail: Scalloway@shutts.com

BROWARD COUNTY, FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES
INCORPORATED 1961

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF LAUDERHILL through its governing body, signing by and through its Mayor, KEN THURSTON, authorized to execute the same by Board action on the 25th day of January, 2021.

MUNICIPALITY- CITY OF LAUDERHILL

WITNESS:

Signature of Witness

Kristian Willingham
Print or Type Name of Witness

Signature of Witness

Jasmin Khavandegaran-Ruiz
Print or Type Name of Witness

By: _____
Ken Thurston, Mayor

4 day of February, 2021

By: _____
Desorae Giles-Smith, City Manager

4 day of February, 2021

ATTEST:

Andrea M. Anderson, City Clerk

Approved as to legal form by:

W. Earl Hall, City Attorney

Notices: Desorae Giles-Smith
City Manager
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

With a copy to:
W. Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 West Oakland Park Blvd. #101
Sunrise, FL 33351

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Lighthouse Point through its governing body, signing by and through its Mayor, authorized to execute the same by Board action on the 9th day of February, 2021.

CITY OF LIGHTHOUSEPOINT

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Glenn Troast, Mayor

9th day of February, 2021

By: John D. Lavisky, City Administrator

9th day of February, 2021

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

John D. Lavisky, City Administrator
City of Lighthouse Point
2200 NE 38 Street
Lighthouse Point, FL 33064

With a copy to:

Michael D. Cirullo, City Attorney
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
954-771-4500

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Margate through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20 day of January, 2020. 21

MUNICIPALITY

WITNESS:

Theresa L Jones
Signature of Witness

Theresa Jones
Print or Type Name of Witness

Signature of Witness

Nancy L - Fosick
Print or Type Name of Witness

By: Arlene R. Schwartz
Arlene R. Schwartz, Mayor

20th day of January, 2020

By:
Cale Curtis, Municipal Manager

21st day of January, 2020

ATTEST:

Municipal Clerk Joseph J. Kavanagh

Approved as to legal form by:

Janette M. Smith
Municipal Attorney

Notices:

Cale Curtis
City Manager
5790 Margate Blvd. Margate, FL. 33063
ccurtis@margatefl.com

With a copy to:

Janette M. Smith, Esq.
City Attorney
5790 Margate Blvd. Margate, FL. 33063
jsmith@margatefl.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF MIRAMAR through its City Commission, signing by and through its City Manager, authorized to execute the same by City Commission action at its properly noticed meeting on the 3 day of March, 2021.

CITY OF MIRAMAR, FLORIDA

ATTEST:

Denise A. Gibbs
City Clerk

By: S.E.
Vernon E. Hargray
City Manager

Dated: 3/10/21

Approved as to legal form and
Sufficiency for the use of and reliance
By the City if Miramar Only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Notice Recipient: Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Vehargray@miramarfl.gov

With a copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts (NW 7th Avenue)
Ft. Lauderdale, FL 33311
Telephone: (954) 768-9770
Bnorris@apnwplaw.com

This day of 2020. This day of 2020.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE MPO ONLY:

By: _____
Alan L. Gabriel, MPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9 day of February, ~~2020~~ 2021

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____, Mayor

JANIA CORDOVA
Print or Type Name of Witness

9 day of February, ~~2020~~ 2021

Signature of Witness

By: _____, Municipal Manager

Mitch Williams
Print or Type Name of Witness

9 day of February, ~~2020~~ 2021

ATTEST:

Municipal Clerk

Notices:

City of North Lauderdale Public Works Director
Sam May
701 SW 71st Avenue
North Lauderdale, FL, 33068
Email address: smay@nlauderdale.org

City of North Lauderdale Ambreen Bhatty
City Manager 701 SW 71st Ave
North Lauderdale, Florida 33068
Email address: abhatty@nlauderdale.org

Approved as to legal form by:

Municipal Attorney

With a copy to:

Samuel S. Goren, Esquire, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd. #200
Fort Lauderdale, FL 33308

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Oakland Park through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20 day of January, 2020.

MUNICIPALITY

WITNESS:

Michelle V. Fletcher
Signature of Witness

Michelle V. Fletcher
Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____
Mayor

3 day of February, 2020

By: _____
Municipal Manager

3 day of February, 2020

ATTEST:

Municipal Clerk

R-2021-013

Approved as to legal form by:

Municipal Attorney

Notices:

City of Oakland Park, Florida
David Hebert, City Manager
3650 NE 12th Avenue
Oakland Park, FL 33334
davidh@oaklandparkfl.gov

With a copy to:

Donald J. Doody, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
DDoody@gorencherof.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Parkland through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 3rd day of February, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____, Mayor

3rd day of February, 2020

By: _____, Municipal Manager

5th day of February, 2020

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

City Manager Nancy Morando
6600 University Drive
Parkland, FL 33067
nmorando@cityofparkland.org

With a copy to:

City Attorney Anthony Soroka
Weiss Serota Helfman Cole + Bierman
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
asoroka@wsh-law.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF Pembroke Park through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 10 day of March, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Susan Reutlinger

Print or Type Name of Witness

Signature of Witness

DIERDRE E. DAVIS

Print or Type Name of Witness

By:

Geoffrey Jacobs, Mayor
3150 SW 52 Avenue
Pembroke Park, FL 33023
gjacobs@tppfl.gov

10 day of March, 2021

By:

Juan Jimenez, Municipal Manager

10 day of March, 2021

Notices:

Juan C. Jimenez
Town Manager
Pembroke Park Town Hall
3150 SW 52 Ave.
Pembroke Park, FL 33023
954.966.4600
jcjimenez@tppfl.gov

With a copy to:

Melissa P. Anderson Esq.
Town Attorney
Pembroke Park Town Hall
3150 SW 52 Ave.
Pembroke Park, FL 33023
954.966.4600
townattorney@tppfl.gov

ATTEST:

Municipal Clerk

Approved as to legal form by:

Melissa P. Anderson,Town Attorney

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF PEMBROKE PINES through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 17 day of FEBRUARY, 2021.

MUNICIPALITY

WITNESS:

Julia Lakosky
Signature of Witness

Julia Lakosky
Print or Type Name of Witness

Signature of Witness

Michelle Dawson
Print or Type Name of Witness

By: _____
, Mayor

16 day of March, 2020

By: Charles F. Dodge
, Municipal Manager

16 day of MARCH, 2020

ATTEST:

Municipal Clerk
MARLENE D GRAHAM 3/16/2021

Approved as to legal form by:

Municipal Attorney
Brian Stern

Notices:
FRANK ORTIS
MAYOR
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025
FORTIS@PPINES.COM

With a copy to:
CHARLES DODGE
CITY MANAGER
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025
CDODGE@PPINES.COM

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Plantation through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 21th day of January, 2020.

MUNICIPALITY

WITNESS:

Ayesha Robinson
Signature of Witness

Ayesha Robinson
Print or Type Name of Witness

Mary F. Leeds
Signature of Witness

Mary F. Leeds
Print or Type Name of Witness

By: Lynn Stoner, Mayor
, Mayor

21th day of January, 2020

By: _____
, Municipal Manager

_____ day of _____, 2020

ATTEST:

Susan K Slattery
Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

Mayor
City of Plantation City Hall
400 NW 73rd Ave
Plantation, FL 33317
lstoner@plantation.org

With a copy to:

Chief Administrative Officer
City of Plantation City Hall
400 NW 73rd Ave
Plantation, FL 33317
Jnunemaker@plantation.org

City Attorney
Goren, Cherof, Doody& Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
kezrol@GorenCherof.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Pompano Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26th day of January, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Rex Hardin, Mayor

26th day of January, 2021

By: Gregory P. Harrison, Municipal Manager

26th day of January, 2021

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices: Gregory P. Harrison, City Manager
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Email: greg.harrison@copbfl.com

With a copy to: Mark Berman, City Attorney
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Email: mark.berman@copbfl.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF SW Ranches through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 11th day of March, 2021.

MUNICIPALITY

WITNESS:

Emily M. Acedi
Signature of Witness

Emily M. Acedi
Print or Type Name of Witness

Signature of Witness

Rod Ley
Print or Type Name of Witness

By: Steve Breitkreuz, Mayor

11th day of March, 2021

By: Andrew D. Berns, Municipal Manager

11th day of March, 2021

ATTEST:

Municipal Clerk, Russell Muñiz

Approved as to legal form by:

Municipal Attorney Keith Poliakoff

Notices: Keith Poliakoff
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to: Town Hall
13400 Griffin Road
Southwest Ranches, FL 33330

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Sunrise through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26 day of January, 2020.

MUNICIPALITY

WITNESS:

Amelia Laurence
Signature of Witness

Lourdes Laurence
Print or Type Name of Witness

Salvatore Ciolino
Signature of Witness

Salvatore Ciolino
Print or Type Name of Witness

By: _____, Mayor

26 day of January, 2020

By: _____, Municipal Manager

_____ day of _____, 2020

ATTEST:

_____
Municipal Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 MUNICIPAL CORPORATION FLORIDA

Approved as to legal form by:

_____
Municipal Attorney

Notices:
City Manager
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351
With a copy to:
City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Tamarac through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 24th day of February, 2020.

MUNICIPALITY

WITNESS:

Kimberly Dillon
Signature of Witness

Kimberly Dillon
Print or Type Name of Witness

Signature of Witness

Ann Marie C. Gannon
Print or Type Name of Witness

By: Michelle J. Gomez
, Mayor

24th day of February, 2021

By:
, Municipal Manager

3rd day of March, 2021

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY FLORIDA

ATTEST:

Municipal Clerk

Approved as to legal form by:

2/26/21
Municipal Attorney

Notices:
City of Tamarac
Attn: Michael C. Cernech
7525 NW 88th Avenue
Tamarac, FL 33321

With a copy to:
City of Tamarac
Attn: Interim City Attorney
HANS OTTOLOT
7525 NW 88th Avenue
Tamarac, FL 33321

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WESTON through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 1st day of March, 2021.

CITY OF WESTON

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Margaret Brown
Margaret Brown, Mayor

1st day of March, 2021

By: Donald P. Decker
Donald P. Decker, City Manager

1st day of March, 2021

ATTEST:

Katherine V. Selchan for/
Patricia A. Bates, City Clerk

Approved as to legal form:

Jamie A. Cole, City Attorney

Notices:

Mr. Karl C. Thompson, P.E.,
Assistant City Manager/COO
City of Weston/Public Works
2599 South Post Road
Weston, FL 33327
Email: kthompson@westonfl.org

With a copy to:

Mr. Donald P. Decker, City Manager
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
Email: ddecker@westonfl.org

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF WEST PARK through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 6th day of JANUARY, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: , Mayor

6th day of JANUARY, 2021

By: , Municipal Manager

7th day of JANUARY, 2021

(RESOLUTION 2021-04)

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

W. Ajibola Balogun
City Administrator
City of West Park
1965 South State Road 7, West Park, FL 33023
abalogun@cityofwestpark.org

With a copy to:

Burnadette Norris-Weeks
City Attorney
401 N. Avenue of the Arts
Fort Lauderdale, FL 33311
bnorris@apnwplaw.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WILTON MANORS through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 12th day of January, 2021.

MUNICIPALITY

WITNESS:

Patricia Staples
Signature of Witness

Patricia Staples
Print or Type Name of Witness

Signature of Witness

Johnnie Goodnight
Print or Type Name of Witness

By: _____
Scott Newton, Mayor

14th day of January, 2021

By: _____
Leigh Ann Henderson, City Manager

14th day of January, 2021

ATTEST:

Faith Lombardo, City Clerk

Notices: Leigh Ann Henderson, City Manager
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
lhenderson@wiltonmanors.com

Approved as to legal form by:

Kerry L. Ezrol, City Attorney

With a copy to: Kerry L. Ezrol, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308
kezrol@gorencherof.com

EXHIBIT A

Cycle 1 Ranked Projects

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
1	Wilton Manors	WILT-006	Roadway Median landscape improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$6,000,000	$247,711
2	Sunrise	SUNR-025.1	Various Drainage Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	$10,000,000	$5,180,000
3	Pompano Beach	POMP-004	Bay Drive Neighborhood Stormwater Improvements Project	Resiliency Improvements	Construction	YEAR 1-Construction	$4,290,485	$1,174,741
4	North Lauderdale	NLAU-007.1	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$1,998,187	$1,998,187
5	Weston	WEST-224	Intersection Improvements Royal	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$2,200,000	$1,612,082
6	West Park	WPRK-004	SW 25 Street Complete Street Improvement	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$2,000,000	$1,638,987
7	Coral Springs	CORA-115.1	Emergency Traffic Signals	Signal Enhancement	Construction	YEAR 1-Construction	$900,000	$496,917
8	Dania Beach	DANI-019	Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	$2,500,000	$2,191,740
9	Davie	DAVI-003	Davie Rd Improvements Phase 3	Capacity Increase, Widening	Construction	YEAR 1-Construction	$5,000,000	$4,859,167
10	Lauderdale Lakes	LLAK-003	Citywide Community Gateway System	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$1,500,000	$1,378,000
11	Tamarac	TAMA-018	Electric Vehicle Charging Stations	Transit	Construction	YEAR 1-Construction	$500,000	$436,546
12	Cooper City	COOP-036	Way Finding Signs	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$75,000	$30,000
13	Hallandale Beach	HALL-026	City-wide Bus Stops Digital Signage	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$520,000	$513,600
14	Deerfield Beach	DEER-003	Citywide Pedestrian Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$800,000	$800,000
15	Southwest Ranches	SWRA-032	Drainage Project: SW 50 Street and SW 182 Avenue Drainage	Resiliency Improvements	Construction	YEAR 1-Construction	$124,000	$124,000
16	Oakland Park	OAKL-099	Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$330,000	$330,000
17	Hollywood	HOLL-064	Industrial Park and Corridor Improvements	Capacity Increase, Widening	Construction	YEAR 1-Construction	$5,000,000	$5,000,000
18	Pembroke Park	PPRK-002	S.W. 25th St. Stormwater Impr. (Ph II)	Resiliency Improvements	Construction	YEAR 1-Construction	$1,075,000	$1,075,115
19	West Park	WPRK-007	SW 57 Ave & SW 20 Street Traffic Calming Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$200,000	$163,519
20	Fort Lauderdale	FORT-122	Safety Improvements: NW 15th Ave Mobility Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$2,000,000	$2,000,000
21	Tamarac	TAMA-003	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$1,000,000	$528,902
22	Wilton Manors	WILT-012	Complete Streets	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$1,000,000	$629,804
23	Pompano Beach	POMP-006	Kendall Lake Neighborhood Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	$3,772,201	$3,741,868
24	Hallandale Beach	HALL-005	City-Wide Bus Shelter Improvements	Transit	Construction	YEAR 1-Construction	$3,000,000	$2,977,563
25	Davie	DAVI-001	College Ave Phase 2 Widening	Capacity Increase, Widening	Construction	YEAR 1-Construction	$1,000,000	$1,000,000
26	Hollywood	HOLL-035	Complete Streets - Hollywood Blvd	Capacity Increase, Widening	Construction	YEAR 1-Construction	$700,000	$700,000
27	Lauderdale Lakes	LLAK-015	NW 36 Terrace Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$750,000	$863,663
28	Weston	WEST-308	Indian Trace Elementary School	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$150,000	$319,086
29	Wilton Manors	WILT-007.1	Parking	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$15,000,000	$849,475
30	Weston	WEST-307	City-wide Wayfinding Signage Program	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$1,056,000	$232,739

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
31	Tamarac	TAMA-014	Traffic Control Devices	Signal Enhancement	Construction	YEAR 1-Construction	$500,000	$445,817
32	Fort Lauderdale	FORT-162	Street Lighting: NW 15Tth Avenue	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$1,000,000	$996,668
33	Wilton Manors	WILT-013	Electronic Message Boards / Wayfinding	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$1,000,000	$639,650
34	Miramar	MIRA-004	Miramar Parkway Extension to Pembroke Road	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$25,000,000	$760,000
35	Miramar	MIRA-002	Pembroke Road Expansion from SW 184th Avenue to 200th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$31,000,000	$1,510,000
36	Miramar	MIRA-001	Pembroke Road Expansion from SW 160th Avenue to 184th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$28,900,000	$2,270,000
37	Miramar	MIRA-003	Pembroke Road Expansion from SW 200th Avenue to US-27	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$8,000,000	$1,390,000
38	Fort Lauderdale	FORT-108	Safety Improvements: Andrews Ave	Capacity Increase, Widening	Planning	YEAR 1-Planning	$5,000,000	$150,000
39	Oakland Park	OAKL-023	City-Wide Mast Arm Conversion	Signal Enhancement	Design	YEAR 1-Design	$7,875,000	$945,000
40	Coral Springs	CORA-097	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$20,000,000	$600,000
41	Coconut Creek	COCO-024	New Bus Shelters/Replacement Bus Shelters	Transit	Design	YEAR 1-Design	$3,600,000	$432,000
42	Pompano Beach	POMP-002	Dixie Hwy/Atlantic Blvd Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$24,860,000	$2,983,200
43	Hollywood	HOLL-036	Complete Streets - State Rd 7	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,000,000	$120,000
44	Davie	DAVI-016	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	YEAR 1-Design	$3,000,000	$360,000
45	Miramar	MIRA-021	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$3,000,000	$90,000
46	Pembroke Pines	PPIN-039	City Wide Sidewalk Projects	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$4,431,250	$132,938
47	West Park	WPRK-002	State Road 7 Pedestrian Lights	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$750,000	$90,000
48	Lauderdale Lakes	LLAK-006	Comprehensive Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Planning	YEAR 1-Planning	$850,000	$25,500
49	Wilton Manors	WILT-009	Bus Benches And Shelters	Transit	Planning	YEAR 1-Planning	$6,000,000	$180,000
50	Sunrise	SUNR-055	Pine Island Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$4,500,000	$540,000
51	Pembroke Park	PPRK-010	Bike Lane And Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$250,000	$30,000
52	Lauderdale-by-the-Sea	LSEA-005	El Mar Drive Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
53	Weston	WEST-303	Weston Rd Corridor RRR	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$4,900,000	$588,000
54	Deerfield Beach	DEER-007	FAU Research Blvd. Roadway Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	$4,000,000	$480,000
55	Cooper City	COOP-035	City Entry Signs And Features	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$175,000	$21,000
56	Tamarac	TAMA-008	Bike Paths	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$4,500,000	$135,000
57	Lighthouse Point	LHP-010	Sidewalk/Bike Lane Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$500,000	$15,000
58	North Lauderdale	NLAU-007.2	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	$3,001,813	$360,218
59	Parkland	PARK-008	Construction Of Bike Lanes On Parkside Drive	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,500,000	$180,000
60	Dania Beach	DANI-001	West Dania Beach Blvd Bridge	Capacity Increase, Widening	Design	YEAR 1-Design	$4,000,000	$480,000

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
61	Margate	MARG-002	Winfield Blvd. Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$174,000	$20,880
62	Southwest Ranches	SWRA-021	Drainage Project: SW 61st Court	Resiliency Improvements	Design	YEAR 1-Design	$100,000	$12,000
63	Fort Lauderdale	FORT-104	Sidewalks: Sidewalk Program - New Construction	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,000,000	$360,000
64	Oakland Park	OAKL-007	CSX And FEC Crossing Study	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$150,000	$150,000
65	Coral Springs	CORA-098	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$20,000,000	$600,000
66	Hollywood	HOLL-038	Complete Streets - Johnson St	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$5,000,000	$150,000
67	Miramar	MIRA-020	Bus Shelter Improvement	Transit	Design	YEAR 1-Design	$1,200,000	$144,000
68	Lauderdale Lakes	LLAK-016	NW 50th Avenue Improvements Study & Design	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$500,000	$500,000
69	Sunrise	SUNR-075	Oakland Park Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,250,000	$390,000
70	Pompano Beach	POMP-011	PowerLine Road Improvements Project	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$2,734,862	$328,183
71	Davie	DAVI-012	SW 30th Street Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
72	Coconut Creek	COCO-020	Hillsboro Boulevard Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$563,305	$67,597
73	Wilton Manors	WILT-003	Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
74	West Park	WPRK-003	SW 48 Avenue Complete Street	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,500,000	$420,000
75	Weston	WEST-192	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$280,000	$33,600
76	Pembroke Park	WPRK-009	52 Ave Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,200,000	$144,000
77	Deerfield Beach	DEER-005	Pioneer Grove Improvements-Pedestrian Lighting	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
78	Lighthouse Point	LHP-009	Traffic Calming	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$1,000,000	$30,000
79	Pembroke Pines	PPIN-021	Privacy Wall - Sheridan Street	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$1,350,000	$162,000
80	North Lauderdale	NLAU-008	Sound Walls SW 64 Ter Sidewalks, Traffic Calming	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,000,000	$360,000
81	Cooper City	COOP-024	Storm Water Drainage Improvement	Resiliency Improvements	Design	YEAR 1-Design	$2,400,000	$288,000
82	Parkland	PARK-002	Lox Road Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,600,000	$312,000
83	Margate	MARG-047	City Bicycle/Pedestrian Greenway System	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,000,000	$120,000
84	Southwest Ranches	SWRA-022	Drainage Project: Green Meadows	Resiliency Improvements	Design	YEAR 1-Design	$43,000	$5,160
85	Tamarac	TAMA-001	Multimodal Connectivity Plan	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$120,000	$120,000
86	Lauderdale-by-the-Sea	LSEA-035	Bike Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,000,000	$360,000
87	Dania Beach	DANI-017	SE Stormwater Drainage System	Resiliency Improvements	Design	YEAR 1-Design	$7,212,000	$865,440
88	Fort Lauderdale	FORT-113	Safety Improvements: SE 3rd Ave	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$1,500,000	$45,000
89	Coral Springs	CORA-102	Bus Shelter Repair And Replacement	Transit	Design	YEAR 1-Design	$375,000	$45,000
90	Miramar	MIRA-025	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,100,000	$252,000

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
91	Sunrise	SUNR-061	Oakland Park Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$6,000,000	$720,000
92	Oakland Park	OAKL-025	Oakland Park Blvd Gateway	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	$13,200,000	$396,000
93	Lauderdale Lakes	LLAK-018	NW 36 St Improvements	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$1,000,000	$120,000
94	Hallandale Beach	HALL-019	NW/SW 8th Ave Complete Street Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,500,000	$180,000
95	Davie	DAVI-014	Nova Dr Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	$2,800,000	$336,000
96	Coconut Creek	COCO-016	Sample Road Multi-Purpose Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,755,000	$330,600
97	West Park	WPRK-008	SW 21St Street Complete Street Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	$2,000,000	$240,000
98	Weston	WEST-193	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,800,000	$336,000
99	Pompano Beach	POMP-013	Riverside Drive Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$5,928,768	$711,452
100	Wilton Manors	WILT-015	Intersection Improvements (Gateway Design)	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	$13,200,000	$396,000
101	Deerfield Beach	DEER-006	Pioneer Grove Improvements-Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$500,000	$60,000
102	Pembroke Park	PPRK-008	County Line Road Storm Water Connection	Resiliency Improvements	Design	YEAR 1-Design	$750,000	$90,000
103	Cooper City	COOP-042	Storm Water Improvements	Resiliency Improvements	Design	YEAR 1-Design	$1,600,000	$192,000
104	Pembroke Pines	PPIN-038	Pines Blvd-Ingress/Egress-Holly Lake	Capacity Increase, Widening	Design	YEAR 1-Design	$2,300,000	$276,000
105	Lighthouse Point	LHP-011	Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$750,000	$22,500
106	Parkland	PARK-007	Traffic Light - Hillsboro Boulevard And University DR	Signal Enhancement	Design	YEAR 1-Design	$600,000	$72,000
107	Margate	MARG-033	Firefighters Pk-Winfield Blvd. Bridge	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$200,000	$24,000
108	Southwest Ranches	SWRA-037	Drainage Project: Dykes Road and SW 51st Manor	Resiliency Improvements	Design	YEAR 1-Design	$300,000	$36,000
109	Hollywood	HOLL-056	Transportation/Traffic Calming - Dist. 5	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$833,333	$100,000
110	Tamarac	TAMA-021	Crosswalks	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$3,000,000	$90,000
						Fiscal Year 2020 Total	**$414,903,204**	**$72,016,813**
Projects ranked 111 through 510 below have not been evaluated for funding readiness. Additional evaluation and analysis will be required.								
111	Fort Lauderdale	FORT-110	Safety Improvements: Andrews Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	$3,500,000	
112	Fort Lauderdale	FORT-067	Bike Lanes: Flagler Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	$12,000,000	
113	Hollywood	HOLL-037	Complete Streets - US 1	Bicycle Pedestrian Infrastructure	Construction	RANK	$6,000,000	
114	Fort Lauderdale	FORT-188	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	$12,000,000	
115	Fort Lauderdale	FORT-107	Safety Improvements: NW 7th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	$3,800,000	
116	Fort Lauderdale	FORT-139	Safety Improvements: Sistrunk Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$12,000,000	
117	Fort Lauderdale	FORT-152	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	NA	SWAP	$15,000,000	
118	Fort Lauderdale	FORT-164	Street Lighting: Andrews Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
119	Fort Lauderdale	FORT-189	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	$25,000,000	
120	Fort Lauderdale	FORT-168	Street Lighting: Las Olas Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,500,000	
121	Fort Lauderdale	FORT-065	Bike Lanes: Laudertrail	Bicycle Pedestrian Infrastructure	Design	RANK	$4,000,000	
122	Fort Lauderdale	FORT-169	Street Lighting: US 1/Federal Highway	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
123	Fort Lauderdale	FORT-166	Street Lighting: SE/NE 3rd Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
124	Oakland Park	OAKL-001	Prospect Road Corridor Enhancement	Bicycle Pedestrian Infrastructure	NA	SWAP	$5,559,584	
125	Fort Lauderdale	FORT-187	Roadway Improvements: SE 17th St	Bicycle Pedestrian Infrastructure	Planning	RANK	$15,000,000	
126	Fort Lauderdale	FORT-163	Street Lighting: NW 7th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
127	Fort Lauderdale	FORT-124	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
128	Miramar	MIRA-015	Pembroke Road Expansion From Douglas Road To University Drive	Capacity Increase, Widening	NA	SWAP	$25,300,000	
129	Lauderdale Lakes	LLAK-017	Pedestrian Safety Assessment/Improvements, SR 7 And Oakland Park Blvd	Bicycle Pedestrian Infrastructure	NA	HOLD	$2,000,000	
130	Hallandale Beach	HALL-001	Atlantic Shores Blvd. Roadway Improvement	Bicycle Pedestrian Infrastructure	SWAP	SWAP	$335,000	
131	Fort Lauderdale	FORT-138	Safety Improvements: NE 62Nd St	Bicycle Pedestrian Infrastructure	Planning	RANK	$4,000,000	
132	Coconut Creek	COCO-017	Sample Road Bike Lane Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$3,100,000	
133	Fort Lauderdale	FORT-182	Roadway Improvements: Bayview Drive Traffic Calming	Bicycle Pedestrian Infrastructure	Construction	RANK	$920,000	
134	Fort Lauderdale	FORT-148	Safety Improvements: NE 18th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	$6,500,000	
135	Fort Lauderdale	FORT-161	Street Lighting : PowerLine Road/NW 9th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
136	Fort Lauderdale	FORT-128	Safety Improvements: Downtown Walkability Project Phases 6-9	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
137	Hallandale Beach	HALL-006	South Old Dixie Highway Conversion Project	Capacity Increase, Widening	HOLD	HOLD	$5,000,000	
138	Miramar	MIRA-023	SW 68th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,400,000	
139	Oakland Park	OAKL-008	PowerLine Road Complete Streets	Bicycle Pedestrian Infrastructure	Construction	HOLD	$1,220,174	
140	Fort Lauderdale	FORT-155	Safety Improvements: I95	Bicycle Pedestrian Infrastructure	Planning	RANK	$25,000,000	
141	Fort Lauderdale	FORT-149	Safety Improvements: US 1 Tunnel Top Plaza	Traffic Circle, Speed Tables, Intersection Improvement	Construction	RANK	$2,500,000	
142	Fort Lauderdale	FORT-134	Safety Improvements: SE/SW 17th St	Bicycle Pedestrian Infrastructure	Design	RANK	$3,500,000	
143	Fort Lauderdale	FORT-112	Safety Improvements: Andrews Ave	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$799,000	
144	Miramar	MIRA-024	Douglas Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$2,400,000	
145	Hollywood	HOLL-153	Environmental Resiliency - Dist. 2	Resiliency Improvements	Construction	SWAP	$1,666,667	
146	Fort Lauderdale	FORT-160	Street Lighting : Sistrunk Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,500,000	
147	Oakland Park	OAKL-010	Oakland Park Blvd Corridor Improvement	Signal Enhancement	Planning	RANK	$9,112,500	
148	Fort Lauderdale	FORT-190	Roadway Improvements: A1A	Bicycle Pedestrian Infrastructure	Planning	RANK	$12,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
149	Fort Lauderdale	FORT-120	Safety Improvements: NW 9th Avenue Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$2,500,000	
150	Miramar	MIRA-037	Miramar Boulevard Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$3,000,000	
151	Fort Lauderdale	FORT-171	Street Lighting: SE 17th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
152	Sunrise	SUNR-057	Nob Hill Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$4,650,000	
153	Sunrise	SUNR-074	Nob Hill Road Multi-Use Path	Bicycle Pedestrian Infrastructure	NA	SWAP	$2,500,000	
154	Fort Lauderdale	FORT-191	Roadway Improvements: I95	Capacity Increase, Widening	Planning	RANK	$50,000,000	
155	Fort Lauderdale	FORT-115	Safety Improvements: SE 2Nd St Traffic Calm/Pedestrian Safety	Bicycle Pedestrian Infrastructure	Design	RANK	$270,000	
156	Fort Lauderdale	FORT-123	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$2,500,000	
157	Sunrise	SUNR-079	NW 136 Avenue Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$2,550,000	
158	Sunrise	SUNR-066	NW 136 Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,750,000	
159	Oakland Park	OAKL-020	Dixie Highway Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	$4,687,500	
160	Miramar	MIRA-022	SW 64 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,800,000	
161	Fort Lauderdale	FORT-147	Safety Improvements: NW 62Nd St	Bicycle Pedestrian Infrastructure	Construction	RANK	$4,500,000	
162	Oakland Park	OAKL-026	Floranada Sidewalk Network	Bicycle Pedestrian Infrastructure	Design	RANK	$368,365	
163	Fort Lauderdale	FORT-154	Safety Improvements: Broward Blvd	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
164	Fort Lauderdale	FORT-097	Sidewalks: NW 62nd St	Bicycle Pedestrian Infrastructure	NA	HOLD	$194,000	
165	Coconut Creek	COCO-022	Hillsboro Boulevard Bike Lane and Transit Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$4,034,384	
166	Coconut Creek	COCO-004	Pedestrian Lights On Lyons Rd	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	$1,000,000	
167	Sunrise	SUNR-062	University Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
168	Fort Lauderdale	FORT-159	Street Lighting: Sunrise Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,500,000	
169	Fort Lauderdale	FORT-192	Roadway Improvements: Las Olas Boulevard	Bicycle Pedestrian Infrastructure	Design	RANK	$37,000,000	
170	Oakland Park	OAKL-005	Oakland Park Elementary School Sidewalk Network	Bicycle Pedestrian Infrastructure	Construction	HOLD	$2,036,000	
171	Hallandale Beach	HALL-027	NE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	$2,700,000	
172	Davie	DAVI-004	Davie Rd Improvements Phase 4	Capacity Increase, Widening	Design	RANK	$4,000,000	
173	Hallandale Beach	HALL-016	SE/SW 3rd Street	Bicycle Pedestrian Infrastructure	Design	RANK	$405,000	
174	Fort Lauderdale	FORT-106	Sidewalks: Andrews Ave North	Bicycle Pedestrian Infrastructure	Design	RANK	$1,100,000	
175	Fort Lauderdale	FORT-117	Safety Improvements: NE 15th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
176	Sunrise	SUNR-077	Flamingo Road Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
177	Sunrise	SUNR-067	Flamingo Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,750,000	
178	Fort Lauderdale	FORT-057	Safe Routes To School: Stranahan High	Bicycle Pedestrian Infrastructure	Design	RANK	$300,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
179	Davie	DAVI-020	SW 39 Street Improvements	Capacity Increase, Widening	Design	RANK	$2,000,000	
180	Miramar	MIRA-006	SW 148th Avenue Expansion From Bass Creek Road To Miramar Parkway	Capacity Increase, Widening	Design	RANK	$27,300,000	
181	Fort Lauderdale	FORT-165	Street Lighting : Himmarshee Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
182	Sunrise	SUNR-024	Sunrise Blvd/136 Ave-Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$3,000,000	
183	Fort Lauderdale	FORT-150	Safety Improvements: Sunrise Blvd	Capacity Increase, Widening	NA	SWAP	$12,000,000	
184	Hallandale Beach	HALL-021	Diplomat Parkway	Bicycle Pedestrian Infrastructure	Design	RANK	$395,000	
185	Oakland Park	OAKL-015	Lloyd Estates Elementary School Safe Routes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,485,217	
186	Fort Lauderdale	FORT-079	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	$4,500,000	
187	Fort Lauderdale	FORT-186	Roadway Improvements: I95 Interchange	Capacity Increase, Widening	Planning	RANK	$50,000,000	
188	Miramar	MIRA-029	SW 148 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,800,000	
189	Sunrise	SUNR-076	Sunrise Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
190	Sunrise	SUNR-065	Sunrise Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,000,000	
191	Fort Lauderdale	FORT-078	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	$4,000,000	
192	Sunrise	SUNR-056	Hiatus Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$4,800,000	
193	Fort Lauderdale	FORT-170	Street Lighting : NW 19th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
194	Fort Lauderdale	FORT-076	Bike Lanes: A1A Parallel Bike Facility	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,500,000	
195	Oakland Park	OAKL-011	Micro-Transit Circulator	Transit	Design	RANK	$2,500,000	
196	Sunrise	SUNR-070	SW 14th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Planning	RANK	$1,500,000	
197	North Lauderdale	NLAU-010	Sound Walls Rock Island rd	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$3,000,000	
198	West Park	WPRK-001	County Line Road Extension	Capacity Increase, Widening	NA	SWAP	$20,000,000	
199	Fort Lauderdale	FORT-114	Safety Improvements: NE 4th Street Improvements	Bicycle Pedestrian Infrastructure	Construction	RANK	$219,300	
200	Oakland Park	OAKL-009	Dixie Highway Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$275,000	
201	Coconut Creek	COCO-019	Wiles Road Bike Lane And Transit Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$2,887,815	
202	Miramar	MIRA-030	SW 172 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$3,000,000	
203	Hallandale Beach	HALL-020	Three Islands Boulevard	Bicycle Pedestrian Infrastructure	NA	RANK	$215,000	
204	Coconut Creek	COCO-015	Atlantic Boulevard Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$5,111,000	
205	Pompano Beach	POMP-007	NW 3rd Avenue Improvements Project	Capacity Increase, Widening	Design	RANK	$8,722,110	
206	Fort Lauderdale	FORT-109	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$3,500,000	
207	Parkland	PARK-016	Street Lighting - Hillsboro Boulevard At Holmberg Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$1,500,000	
208	Davie	DAVI-019	SW 36 St Road Widening	Capacity Increase, Widening	Design	RANK	$5,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
209	Coconut Creek	COCO-018	Wiles Road Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$480,113	
210	Miramar	MIRA-014	Miramar Boulevard Expansion From Hiatus Road To Flamingo Road	Capacity Increase, Widening	Design	RANK	$25,000,000	
211	Fort Lauderdale	FORT-173	Street Lighting: East Las Olas Street Lights	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$500,000	
212	Miramar	MIRA-036	SW 145 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
213	Sunrise	SUNR-072	Commercial Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
214	Sunrise	SUNR-052	Commercial Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
215	Miramar	MIRA-033	Miramar Parkway Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,700,000	
216	Oakland Park	OAKL-021	NE 12 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$4,096,000	
217	Deerfield Beach	DEER-004	Martin Luther King Jr. Blvd. Complete Streets Lane Elimination	Bicycle Pedestrian Infrastructure	NA	RANK	$1,500,000	
218	Fort Lauderdale	FORT-167	Street Lighting: NE 15th Avenue	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
219	Sunrise	SUNR-022	Oakland Park/Nob Hill Road-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
220	Coral Springs	CORA-112	Downtown DRI Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	$4,000,000	
221	Sunrise	SUNR-064	Sunrise Lakes Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,300,000	
222	Sunrise	SUNR-020	Oakland Park/University-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
223	Miramar	MIRA-009	Extension EB Right Turn lane on Miramar PKWY, Dykes Rd. to I-75 SB Ramp	Capacity Increase, Widening	Construction	RANK	$600,000	
224	Miramar	MIRA-057	Additional North Bound Right Turn Lane-Dykes Road	Capacity Increase, Widening	Design	RANK	$305,000	
225	Pompano Beach	POMP-001	A1A Undergrounding Overhead And Streetscape Project	Resiliency Improvements	NA	HOLD	$16,940,366	
226	Miramar	MIRA-034	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,400,000	
227	Miramar	MIRA-026	Monarch Lakes Blvd. Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,900,000	
228	Davie	DAVI-002	College Ave Phase 3 Widening	Capacity Increase, Widening	Design	RANK	$4,000,000	
229	Miramar	MIRA-011	Bass Creek Road Expansion From SW 148th Avenue To SW 172nd Avenue	Capacity Increase, Widening	Design	RANK	$35,000,000	
230	Miramar	MIRA-005	Miramar Boulevard Expansion From Palm Avenue To Douglas Road	Capacity Increase, Widening	NA	SWAP	$25,000,000	
231	Hallandale Beach	HALL-007	SE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	$395,000	
232	Fort Lauderdale	FORT-029	Intersection Improvements: Sunrise Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,400,000	
233	Sunrise	SUNR-078	NW 8th Street Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
234	Hallandale Beach	HALL-018	SE 9th Street Fec Rail Crossing Realignment	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,700,000	
235	West Park	WPRK-010	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,500,000	
236	Fort Lauderdale	FORT-056	Safe Routes To School: Walker Elementary	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
237	Miramar	MIRA-028	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$3,300,000	
238	Sunrise	SUNR-017	Panther Parkway Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$3,000,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
239	Weston	WEST-304	Royal Palm Blvd RRR	Bicycle Pedestrian Infrastructure	Design	RANK	$3,730,000	
240	Sunrise	SUNR-033	Commercial Blvd Median Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$500,000	
241	Hallandale Beach	HALL-015	Old Federal Highway & SE 3rd Street Safety Project	Capacity Increase, Widening	Design	RANK	$25,000	
242	Fort Lauderdale	FORT-059	Safe Routes To School: Fort Lauderdale High	Bicycle Pedestrian Infrastructure	Design	RANK	$400,000	
243	Coconut Creek	COCO-014	Johnson Road Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	$1,700,000	
244	Fort Lauderdale	FORT-137	Safety Improvements: NE 56th St	Bicycle Pedestrian Infrastructure	Planning	RANK	$4,000,000	
245	Sunrise	SUNR-018	136 Ave/New River Greenway Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
246	Hallandale Beach	HALL-023	County Line Road/ SW 11th St	Bicycle Pedestrian Infrastructure	Design	RANK	$200,000	
247	Pompano Beach	POMP-009	Oceanside Garage Project	Capacity Increase, Widening	Design	RANK	$28,845,068	
248	Fort Lauderdale	FORT-153	Safety Improvements: Oakland Park Blvd	Capacity Increase, Widening	Planning	RANK	$1,000,000	
249	Weston	WEST 312	South Post Road - Bike Lane Buffer Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$1,200,000	
250	Coconut Creek	COCO-028	Fiber Optic On Wiles Road From Station 20 To Coral Springs Fire Station	Fiber	Design	RANK	$210,000	
251	Pembroke Pines	PPIN-032	Widening Pines Blvd (184th Ave - US 27)	Capacity Increase, Widening	NA	SWAP	$10,700,000	
252	Weston	WEST-187	Emerald Estates Dr. Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$249,700	
253	Weston	WEST-302	Indian Trace & 160th Ave Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$350,000	
254	West Park	WPRK-005	SW 36 Street Traffic Calming Improvements From SW 32 To SW 48 Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,500,000	
255	Hallandale Beach	HALL-017	SE 4th Street Facility Extension	Capacity Increase, Widening	Design	RANK	$260,000	
256	Pompano Beach	POMP-008	NW Roadways Improvements Project	Capacity Increase, Widening	Design	RANK	$1,822,842	
257	Sunrise	SUNR-014	Bus Stop & Bus Shelter Improvements	Transit	Design	RANK	$2,500,000	
258	Fort Lauderdale	FORT-177	Street Lighting: N Andrews Ave	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$177,000	
259	Davie	DAVI-008	SW 130 Avenue Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
260	Sunrise	SUNR-073	C13 Greenway From Hiatus To City Limits	Bicycle Pedestrian Infrastructure	Design	RANK	$3,150,000	
261	Fort Lauderdale	FORT-151	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$1,000,000	
262	Sunrise	SUNR-059	Springtree Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,400,000	
263	Sunrise	SUNR-023	Oakland Park/Hiatus Road-Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
264	Sunrise	SUNR-019	136 Ave/Sunrise Boulevard-Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
265	Weston	WEST-184	Bonaventure Blvd Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$3,960,000	
266	Coconut Creek	COCO-021	NW 39th Avenue And Hillsboro Canal Greenway Trail	Bicycle Pedestrian Infrastructure	Design	RANK	$538,543	
267	Lauderdale Lakes	LLAK-002	NW 31st Avenue Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,500,000	
268	Hallandale Beach	HALL-022	Parkview Drive	Bicycle Pedestrian Infrastructure	NA	RANK	$75,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
269	Weston	WEST-300	Weston Rd & Griffin Rd Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$400,000	
270	Fort Lauderdale	FORT-030	Intersection Improvements: Andrew Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$700,000	
271	Fort Lauderdale	FORT-127	Safety Improvements: Bayview Drive Traffic Circle At Yacht Club Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$775,000	
272	Oakland Park	OAKL-012	NE 11th Avenue Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,366,789	
273	Sunrise	SUNR-063	Sunset Strip/Greenway Connector	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
274	Fort Lauderdale	FORT-028	Intersection Improvements: Bayview Drive	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$700,000	
275	Davie	DAVI-011	SW 136 Ave Widening	Capacity Increase, Widening	Design	RANK	$2,000,000	
276	Miramar	MIRA-012	SW 184th Avenue Expansion From Miramar Parkway To Bass Creek Road	Capacity Increase, Widening	Design	RANK	$6,000,000	
277	Miramar	MIRA-017	Bass Creek Road Expansion From SW 148th Avenue To FL Turnpike	Capacity Increase, Widening	Design	RANK	$8,500,000	
278	Miramar	MIRA-013	SW 184th Avenue Expansion From Miramar Parkway To Pembroke Road	Capacity Increase, Widening	Design	RANK	$20,000,000	
279	Sunrise	SUNR-060	Josh Lee Blvd Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	$1,250,000	
280	Fort Lauderdale	FORT-066	Bike Lanes: Bonnet House Trail	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
281	Hallandale Beach	HALL-014	NW 3rd Street Expansion Complete Street Project	Capacity Increase, Widening	Design	RANK	$1,450,000	
282	Davie	DAVI-015	Oakes Rd Realignment	Capacity Increase, Widening	Design	RANK	$2,000,000	
283	Weston	WEST-190	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$110,000	
284	Weston	WEST-191	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,100,000	
285	Weston	WEST-306	Bonaventure Blvd Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,194,000	
286	Miramar	MIRA-032	SW 184th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$800,000	
287	Deerfield Beach	DEER-008	Crystal Lake Dr. Complete Streets Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$850,000	
288	Sunrise	SUNR-068	Weston Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	NA	HOLD	$2,000,000	
289	Fort Lauderdale	FORT-027	Intersection Improvements: SE 30 Street	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$700,000	
290	Miramar	MIRA-027	SW 136 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
291	Sunrise	SUNR-054	Springtree Lakes Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
292	Oakland Park	OAKL-016	NE 13th Avenue Sidewalk Network Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$4,590,000	
293	Sunrise	SUNR-021	Oakland Park/Pine Island-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
294	Miramar	MIRA-007	County Line Road Expansion From Flamingo Road To Red Road	Capacity Increase, Widening	Design	RANK	$15,000,000	
295	Pembroke Park	PPRK-011	Mast Arm HB Blvd/S.W. 48th Avenue	Resiliency Improvements	Design	RANK	$300,000	
296	Lauderhill	LHIL-013	Speed Humps	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$1,000,000	
297	Tamarac	TAMA-006	Public Transportation Hub (2)	Transit	Planning	HOLD	$6,000,000	
298	Weston	WEST-305	Saddle Club Road Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,700,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
299	Fort Lauderdale	FORT-135	Safety Improvements: SW 9th Ave	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$2,500,000	
300	Fort Lauderdale	FORT-136	Safety Improvements: SW 15th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,500,000	
301	Parkland	PARK-010	Construction Of Bike Lanes On Holmberg Road	Bicycle Pedestrian Infrastructure	NA	SWAP	$600,000	
302	Wilton Manors	WILT-008	Transit Connectivity	Bicycle Pedestrian Infrastructure	Planning	RANK	$8,000,000	
303	Lauderdale Lakes	LLAK-007	The C13 Bridge Connecting The Northgate Community	Capacity Increase, Widening	Design	RANK	$1,000,000	
304	Miramar	MIRA-016	Bass Creek Road Expansion From SW 172nd Avenue To SW 184th Avenue	Capacity Increase, Widening	Design	RANK	$20,000,000	
305	Fort Lauderdale	FORT-132	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase II	Bicycle Pedestrian Infrastructure	Construction	RANK	$3,000,000	
306	Fort Lauderdale	FORT-133	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase III	Bicycle Pedestrian Infrastructure	Construction	RANK	$3,000,000	
307	Fort Lauderdale	FORT-131	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase I	Bicycle Pedestrian Infrastructure	Construction	RANK	$3,000,000	
308	Coconut Creek	COCO-025	Traffic Calming Devices	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$1,500,000	
309	Lauderdale-by-the-Sea	LSEA-009	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
310	Pembroke Park	PPRK-009	Dale Village Storm Water Connection	Resiliency Improvements	Design	RANK	$275,000	
311	Pembroke Park	PPRK-003	Park Road Paving Drainage Improvements	Resiliency Improvements	Design	RANK	$1,875,000	
312	Davie	DAVI-006	Oakes Rd Expansion	Capacity Increase, Widening	NA	SWAP	$1,000,000	
313	Weston	WEST-188	Glades Parkway Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$180,000	
314	Davie	DAVI-009	SW 136 Ave / SW 14 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$350,000	
315	Miramar	MIRA-031	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$800,000	
316	Fort Lauderdale	FORT-058	Safe Routes To School: Our Lady Queen Of Martyrs	Bicycle Pedestrian Infrastructure	Design	RANK	$200,000	
317	Sunrise	SUNR-053	NE 50th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,000,000	
318	Sunrise	SUNR-058	NW 94th Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,550,000	
319	Deerfield Beach	DEER-009	A1A Complete Streets Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	$400,000	
320	Oakland Park	OAKL-024	NW 10 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,650,000	
321	Hallandale Beach	HALL-010	Church Drive Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	$1,100,000	
322	Fort Lauderdale	FORT-121	Safety Improvements: Birch Rd Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,200,000	
323	Oakland Park	OAKL-003	NE 34 Ct Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	$2,605,200	
324	Sunrise	SUNR-016	Sunset Strip Entrance Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$3,000,000	
325	Sunrise	SUNR-071	Sawgrass Expressway Greenway	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
326	Hallandale Beach	HALL-009	Diana Drive Extension Project	Bicycle Pedestrian Infrastructure	Design	RANK	$900,000	
327	Hallandale Beach	HALL-008	Diana Drive Complete Street Project	Bicycle Pedestrian Infrastructure	NA	RANK	$2,500,000	
328	Coconut Creek	COCO-010	Pedestrian Lighting Throughout City Including Residential Areas	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$600,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
329	Coconut Creek	COCO-009	Pedestrian Sidewalk Lighting For Trails And Greenways Throughout The City	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
330	Pompano Beach	POMP-012	Riverside Dr And NE 14th Street Causeway Stormwater Improvements	Resiliency Improvements	Design	RANK	$2,347,387	
331	Oakland Park	OAKL-019	Central Parking Structure For Downtown Coastal Link Station	Capacity Increase, Widening	Design	RANK	$6,500,000	
332	Pembroke Pines	PPIN-037	Construction Of 208th Ave Road	Capacity Increase, Widening	Planning	RANK	$2,100,000	
333	Lauderhill	LHIL-017	Gateway Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$500,000	
334	Margate	MARG-021	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	$500,000	
335	Weston	WEST-311	Vista Park Blvd. RRR	Bicycle Pedestrian Infrastructure	Design	RANK	$800,000	
336	Weston	WEST-195	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$990,000	
337	Weston	WEST-196	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,210,000	
338	Coconut Creek	COCO-012	Cullum Road Expansion	Capacity Increase, Widening	Design	RANK	$2,399,000	
339	Coconut Creek	COCO-011	Banks Road Construction	Capacity Increase, Widening	Design	RANK	$3,400,000	
340	Sunrise	SUNR-031	East Sunrise Master Plan Improvements	Landscaping, Hardscape, Signage, Lighting	NA	RANK	$10,000,000	
341	Pembroke Pines	PPIN-033	Widening Sheridan (196th To Us 27)	Capacity Increase, Widening	Design	RANK	$6,900,000	
342	Weston	WEST-222	Intersection Improvements Manatee	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$440,000	
343	Davie	DAVI-005	Hiatus Rd Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
344	Miramar	MIRA-035	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,500,000	
345	Sunrise	SUNR-069	New River Circle Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
346	Pembroke Park	PPRK-007	John P. Lyons Ln Stormwater Improvements	Resiliency Improvements	Design	RANK	$700,000	
347	Pembroke Pines	PPIN-034	Widening Stirling rd. (196th to US 27)	Capacity Increase, Widening	Design	RANK	$6,900,000	
348	Pembroke Pines	PPIN-031	Pembroke Road Extension To US 27	Capacity Increase, Widening	Design	RANK	$12,500,000	
349	Margate	MARG-022	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	$500,000	
350	Sunrise	SUNR-013	NW 29th Manor Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
351	Cooper City	COOP-031	Traffic Calming And Streetscape	Bicycle Pedestrian Infrastructure	Design	RANK	$800,000	
352	Sunrise	SUNR-030	Pump Station No. 8 Improvements	Resiliency Improvements	Design	RANK	$10,000,000	
353	Weston	WEST-290	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	$440,000	
354	Pompano Beach	POMP-015	US 1 And NE 14th Street Causeway Stormwater Improvements Project	Resiliency Improvements	Construction	RANK	$2,344,555	
355	Oakland Park	OAKL-018	Mainstreet Drainage	Resiliency Improvements	Design	RANK	$300,000	
356	Weston	WEST-194	Manatee Isles Drive (36 St) Cul-De-Sac	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$275,000	
357	Coconut Creek	COCO-013	Cullum Road Signal	Signal Enhancement	Design	RANK	$600,000	
358	Davie	DAVI-007	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	RANK	$1,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
359	Parkland	PARK-006	Traffic Light - Parkside Drive And Lox Road	Signal Enhancement	NA	SWAP	$500,000	
360	Parkland	PARK-004	Street Lighting - Pine Island Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$500,000	
361	Parkland	PARK-003	Street Lighting - Hillsboro Boulevard	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$1,500,000	
362	Weston	WEST-289	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	$440,000	
363	Davie	DAVI-013	Flamingo Rd / SW 26 St Intersection	Signal Enhancement	Design	RANK	$750,000	
364	Weston	WEST-301	Racquet Club Rd & Blatt Blvd Roundabout	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$400,000	
365	Davie	DAVI-010	SW 136 Ave / SW 26 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
366	Southwest Ranches	SWRA-024	Drainage Project: SW 62nd Street	Resiliency Improvements	Design	RANK	$70,000	
367	Southwest Ranches	SWRA-025	Drainage Project: SW 59th Court	Resiliency Improvements	Design	RANK	$70,000	
368	Parkland	PARK-005	Traffic Light - Hillsboro Boulevard And Nob Hill Road	Signal Enhancement	NA	SWAP	$600,000	
369	Southwest Ranches	SWRA-031	Drainage Project: SW 54th Street interconnect	Resiliency Improvements	Design	RANK	$138,000	
370	Southwest Ranches	SWRA-036	Drainage Project: Frontier Trails	Resiliency Improvements	Design	RANK	$1,000,000	
371	Southwest Ranches	SWRA-033	Drainage Project: SW 49Th Court and 202 Avenue	Resiliency Improvements	Planning	RANK	$135,000	
372	Pompano Beach	POMP-010	Palm Aire Lakes Access Roadway Project	Capacity Increase, Widening	Planning	RANK	$485,244	
373	Wilton Manors	WILT-016	Parking Structure	Capacity Increase, Widening	NA	SWAP	$0	
374	Pompano Beach	POMP-005	Innovation District Infrastructure Improvements Project	Capacity Increase, Widening	NA	RANK	$76,272,192	
375	Hallandale Beach	HALL-004	Replacing Existing Damaged Sidewalk	Bicycle Pedestrian Infrastructure	Design	RANK	$400,000	
376	Wilton Manors	WILT-001	Sidewalk Connectivity	Bicycle Pedestrian Infrastructure	Design	RANK	$1,200,000	
377	Fort Lauderdale	FORT-118	Safety Improvements: Sailboat Bend Traffic Mitigation	Bicycle Pedestrian Infrastructure	Planning	RANK	$271,925	
378	Fort Lauderdale	FORT-144	Safety Project: Coral Ridge C.C. Estates Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
379	Fort Lauderdale	FORT-146	Safety Project: Palm Aire Village West Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
380	Fort Lauderdale	FORT-143	Safety Improvements: Shady Banks Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
381	Fort Lauderdale	FORT-145	Safety Improvements: Twin Lakes North Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
382	Fort Lauderdale	FORT-140	Safety Improvements: Lake Ridge Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
383	Fort Lauderdale	FORT-141	Safety Improvements: Tarpon River Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
384	Oakland Park	OAKL-006	Multi-Modal Mobility Plan	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
385	Hollywood	HOLL-055	Transportation/Traffic Calming - Dist. 4	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
386	Hollywood	HOLL-057	Transportation/Traffic Calming - Dist. 6	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
387	Hollywood	HOLL-052	Transportation/Traffic Calming - Dist. 1	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
388	Hollywood	HOLL-053	Transportation/Traffic Calming - Dist. 2	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
389	Hollywood	HOLL-054	Transportation/Traffic Calming - Dist. 3	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
390	Lauderdale Lakes	LLAK-019	Citywide Bike Lanes & Pedestrian Safety Improvements Project	Bicycle Pedestrian Infrastructure	Planning	RANK	$1,500,000	
391	Fort Lauderdale	FORT-126	Safety Improvements: Beach Traffic Management Plan Execution	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,300,000	
392	Fort Lauderdale	FORT-125	Safety Improvements: SE 17th Street Mobility plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,691,000	
393	Tamarac	TAMA-004	Sidewalk Program	Bicycle Pedestrian Infrastructure	Planning	RANK	$3,750,000	
394	Fort Lauderdale	FORT-103	Sidewalks: Ada Sidewalk Installation & Replacement	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
395	Fort Lauderdale	FORT-102	Sidewalks: American Disability Act (ADA) Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
396	Oakland Park	OAKL-022	North Andrews Gardens Corridor Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$7,604,532	
397	Lauderdale-by-the-Sea	LSEA-019	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
398	Lauderdale-by-the-Sea	LSEA-020	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
399	Lauderdale-by-the-Sea	LSEA-021	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
400	Lauderdale-by-the-Sea	LSEA-022	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
401	Lauderdale-by-the-Sea	LSEA-023	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
402	Lauderdale-by-the-Sea	LSEA-024	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
403	Lauderdale-by-the-Sea	LSEA-033	A1A Crosswalk	Bicycle Pedestrian Infrastructure	NA	HOLD	$400,000	
404	Margate	MARG-020	Sidewalk Additions (Various)	Bicycle Pedestrian Infrastructure	NA	SWAP	$500,000	
405	Miramar	MIRA-059	Miramar Parkway Streetscape (SW 64 To SW 68)	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,526,870	
406	Tamarac	TAMA-020	School Zones	Bicycle Pedestrian Infrastructure	NA	HOLD	$4,000,000	
407	Hallandale Beach	HALL-025	Community Bus Fleet Trolley Modernization	Transit	Design	RANK	$600,000	
408	Miramar	MIRA-082	Bus Stop Improvements	Transit	Design	RANK	$1,150,400	
409	Wilton Manors	WILT-011	Community Bus	Transit	NA	HOLD	$0	
410	Lauderdale-by-the-Sea	LSEA-031	Transportation Service	Transit	NA	HOLD	$200,000	
411	Cooper City	COOP-048	Bus Shelters	Transit	NA	SWAP	$400,000	
412	Weston	WEST-186	Bus Stop Improvements	Transit	NA	SWAP	$700,000	
413	Hallandale Beach	HALL-024	Community Bus Service	Transit	NA	SWAP	$2,200,000	
414	Sunrise	SUNR-015	Transit And Shuttle Bus Infrastructure	Transit	NA	RANK	$3,000,000	
415	Tamarac	TAMA-007	Bus Shelters/Crosswalks/Traffic Lights	Transit	NA	HOLD	$5,000,000	
416	Tamarac	TAMA-022	Rapid Bus System On Sawgrass	Transit	NA	HOLD	$15,000,000	
417	Fort Lauderdale	FORT-142	Safety Improvements: Victoria Park Master Plan Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
418	Weston	WEST-189	Glades Parkway Roadway Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,800,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
419	West Park	WPRK-011	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,500,000	
420	West Park	WPRK-012	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,500,000	
421	Weston	WEST-183	Bonaventure Local Roadways	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,857,600	
422	Fort Lauderdale	FORT-116	Safety Improvements: Neighborhood Traffic Calming - Qalert Requests	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$3,000,000	
423	Margate	MARG-001	Colonial Drive Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$40,000	
424	Fort Lauderdale	FORT-111	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$525,000	
425	Lauderhill	LHIL-012	Roundabout Construction Program	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$1,500,000	
426	Tamarac	TAMA-005	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	$15,000,000	
427	Fort Lauderdale	FORT-105	Sidewalks: Shade Trees	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
428	Hollywood	HOLL-039	Neighborhood Improvements - Dist. 1	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
429	Hollywood	HOLL-040	Neighborhood Improvements - Dist. 2	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
430	Hollywood	HOLL-043	Neighborhood Improvements - Dist. 5	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
431	Hollywood	HOLL-044	Neighborhood Improvements - Dist. 6	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
432	Hollywood	HOLL-041	Neighborhood Improvements - Dist. 3	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
433	Hollywood	HOLL-042	Neighborhood Improvements - Dist. 4	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
434	Fort Lauderdale	FORT-156	Safety Improvements: Annual NCIP/BCIP	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$5,000,000	
435	Lauderdale Lakes	LLAK-014	Citywide Infrastructure Improvements	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$3,000,000	
436	Pembroke Pines	PPIN-022	City Wide Streetscape	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$4,720,000	
437	Sunrise	SUNR-034	Median Improvements (Citywide)	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$5,000,000	
438	Miramar	MIRA-041	Historic Miramar Drainage Improvements - Phase IV	Resiliency Improvements	Construction	RANK	$7,500,000	
439	Hollywood	HOLL-065	Industrial Park And Corridor Improvements	Capacity Increase, Widening	Design	RANK	$5,000,000	
440	Miramar	MIRA-042	Historic Miramar Drainage Improvements - Phase V	Resiliency Improvements	Design	RANK	$5,000,000	
441	Miramar	MIRA-043	Historic Miramar Drainage Improvements - Phase VI	Resiliency Improvements	Design	RANK	$28,500,000	
442	Fort Lauderdale	FORT-193	Roadway Improvements: US 1	Capacity Increase, Widening	NA	SWAP	$4,000,000	
443	Fort Lauderdale	FORT-054	School Zone Safety Improvements: Pine Crest Private School	Bicycle Pedestrian Infrastructure	NA	SWAP	$150,000	
444	Coconut Creek	COCO-023	Complete Streets Crosswalks on Lyons Rd	Bicycle Pedestrian Infrastructure	NA	SWAP	$433,000	
445	Miramar	MIRA-056	Historic Downtown Revitalization	Bicycle Pedestrian Infrastructure	NA	SWAP	$500,000	
446	West Park	WPRK-013	Purchase of a Trolley For Community Bus Services	Transit	NA	MOVED	$100,000	
447	Coconut Creek	COCO-005	Mainstreet Circulator	Transit	NA	HOLD	$200,000	
448	Lauderhill	LHIL-003	Bus Transportation Vehicle Replacements	Transit	NA	SWAP	$330,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
449	Hollywood	HOLL-062	Community Shuttle Buses	Transit	NA	MOVED	$5,000,000	
450	Coral Springs	CORA-116	Expand Community Bus Service	Transit	NA	MOVED	$9,000,000	
451	Sunrise	SUNR-027	Various Traffic Calming - Zone B	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
452	Sunrise	SUNR-026	Various Traffic Calming - Zone A	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$500,000	
453	Sunrise	SUNR-028	Various Traffic Calming - Zone C	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$500,000	
454	Sunrise	SUNR-029	Various Traffic Calming - Zone D	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$500,000	
455	Fort Lauderdale	FORT-119	Safety Improvements: Neighborhood Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$3,000,000	
456	Fort Lauderdale	FORT-157	Safety Improvements: SW 31 Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$45,000	
457	Lauderdale-by-the-Sea	LSEA-030	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
458	Lauderdale-by-the-Sea	LSEA-029	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
459	Lauderdale-by-the-Sea	LSEA-025	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
460	Lauderdale-by-the-Sea	LSEA-026	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
461	Lauderdale-by-the-Sea	LSEA-027	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
462	Lauderdale-by-the-Sea	LSEA-028	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
463	Lauderdale-by-the-Sea	LSEA-034	Traffic Safety Devices	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$700,000	
464	Lauderdale-by-the-Sea	LSEA-037	A1A Median Safety	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$1,000,000	
465	Fort Lauderdale	FORT-129	Safety Project: SE 17th St - US 1 To SW 4th Ave Mobility Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$2,500,000	
466	Plantation	PLAN-005	Adaptive Signal Coordination with Broward County	Signal Enhancement	NA	SWAP	$0	
467	Hallandale Beach	HALL-013	Hallandale Beach Blvd, US 1, Pembroke Rd & A1A Adaptive Signalization	Signal Enhancement	NA	SWAP	$780,000	
468	Plantation	PLAN-003	Adaptive Signal Coordination With Broward County	Signal Enhancement	NA	SWAP	$1,112,750	
469	Tamarac	TAMA-016	Adaptive Traffic Control Devices And Traffic Signalization	Signal Enhancement	NA	RANK	$15,000,000	
470	Fort Lauderdale	FORT-130	Safety Improvements: Downtown Wayfinding & Info Signage	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$280,411	
471	Fort Lauderdale	FORT-176	Street Lighting : Annual New Lighting Infrastructure	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$10,000,000	
472	Fort Lauderdale	FORT-195	Roadway Improvements: Median Beautification - Entryway Signs	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$145,349	
473	Sunrise	SUNR-007	Street & Pedestrian Lighting - Zone C	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
474	Sunrise	SUNR-008	Street & Pedestrian Lighting - Zone D	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
475	Sunrise	SUNR-005	Street & Pedestrian Lighting - Zone A	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
476	Sunrise	SUNR-006	Street & Pedestrian Lighting - Zone B	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
477	Hollywood	HOLL-063	Industrial Park And Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$5,000,000	
478	Tamarac	TAMA-011	Median And Street Landscaping	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$12,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
479	Fort Lauderdale	FORT-175	Street Lighting : Annual Lighting Retrofit Program	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$15,000,000	
480	Tamarac	TAMA-023	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$15,000,000	
481	Weston	WEST-310	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$15,000,000	
482	Lauderdale-by-the-Sea	LSEA-014	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
483	Lauderdale-by-the-Sea	LSEA-013	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
484	Lauderdale-by-the-Sea	LSEA-015	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
485	Lauderdale-by-the-Sea	LSEA-016	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
486	Lauderdale-by-the-Sea	LSEA-017	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
487	Lauderdale-by-the-Sea	LSEA-018	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
488	Lauderdale-by-the-Sea	LSEA-036	Parking Guidance	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$1,000,000	
489	Weston	WEST-309	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$1,500,000	
490	Lauderhill	LHIL-006	Privacy Walls	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$1,600,000	
491	Pembroke Pines	PPIN-023	City Wide Landscaping - Medians & Swales	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$8,000,000	
492	Weston	WEST-260	Culvert Improvements	Resiliency Improvements	Design	RANK	$2,000,000	
493	Weston	WEST-261	Culvert Improvements	Resiliency Improvements	Design	RANK	$2,000,000	
494	Wilton Manors	WILT-010	Storm Sewer Line Infrastructure	Resiliency Improvements	Design	RANK	$4,300,000	
495	Hollywood	HOLL-152	Environmental Resiliency - Dist. 1	Resiliency Improvements	Planning	RANK	$1,666,667	
496	Hollywood	HOLL-154	Environmental Resiliency - Dist. 3	Resiliency Improvements	Planning	RANK	$1,666,667	
497	Hollywood	HOLL-155	Environmental Resiliency - Dist. 4	Resiliency Improvements	Planning	RANK	$1,666,667	
498	Hollywood	HOLL-156	Environmental Resiliency - Dist. 5	Resiliency Improvements	Planning	RANK	$1,666,667	
499	Hollywood	HOLL-157	Environmental Resiliency - Dist. 6	Resiliency Improvements	Planning	RANK	$1,666,667	
500	Fort Lauderdale	FORT-174	Street Lighting: High Mast Lighting System	Resiliency Improvements	NA	RANK	$150,000	
501	Lauderdale-by-the-Sea	LSEA-008	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
502	Lauderdale-by-the-Sea	LSEA-010	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
503	Lauderdale-by-the-Sea	LSEA-011	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
504	Lauderdale-by-the-Sea	LSEA-012	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
505	Lauderdale-by-the-Sea	LSEA-007	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,900,000	
506	Pembroke Pines	PPIN-036	City Wide Signal Conversion To Mast Arms	Resiliency Improvements	NA	SWAP	$18,450,000	
507	Fort Lauderdale	FORT-062	Fiber Optic Cables: North Shoppes District	Fiber	NA	SWAP	$350,000	
508	Tamarac	TAMA-013	Fiber Optics	Fiber	NA	RANK	$3,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
509	Tamarac	TAMA-017	Fiber Optics	Fiber	NA	HOLD	$12,000,000	
510	Wilton Manors	WILT-004	Fiber Optic Installation	Fiber	NA	RANK	$18,000,000	

MOBILITY ADVANCEMENT PROGRAM

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RANK Projects requested by municipalities to be ranked for funding.
HOLD Projects requested by municipalities to be put on hold from funding for various reasons.
SWAP Projects requested by municipalities to be swapped out in February 2021.
YEAR 1 Projects that are recommended for funding in Fiscal Year 2020.

Notes:
(1) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020) was developed by the Broward MPO Surtax Services in partnership with the municipalities in Broward County. All project information was provided by the municipalities.
(2) All projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018.
(3) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020), consistent with the Surtax Ordinance, the Tri-Party Interlocal Agreement, and Bi-Party Interlocal Agreement, is the output of the data-driven ranking tool utilizing the evaluation criteria, point distribution, and program readiness approach established in coordination with the municipalities.
(4) Projects with numbers that include ".x" reflect multi-part projects.
(5) As directed by Broward County, the following percentages are used to calculate the recommended phase funding since the projects in the Surtax Plan are assumed to be the total cost of the required phase(s) to complete the project:
- Planning: 3% of the total cost of the project in the Surtax Plan.
- Design: 12% of the total cost of the project in the Surtax Plan.
- Construction (includes CEI): 85% of the total cost of the project in the Surtax Plan.
- Right-of-way phase costs are project specific.

(6) The Broward MPO Surtax Services selected the Cycle 1 (Fiscal Year 2020) funding goal of $70 - $80 million of the total $120 million available (30-Year Surtax Financial Plan) since the County did not provide specific guidance. This goal was selected to allow for adequate funds for Community Shuttle Bus and Rehabilitation and Maintenance projects to be funded by the County.

EXHIBIT A-1

Chart 1 and Chart 2 below list the Cycle 1 Ranked Projects that were withdrawn, deferred, or deemed ineligible and therefore not included in the FY2020 Approved Projects.

Chart 1 – Withdrawn or Deferred MCPs

The Cycle 1 Ranked Projects in the table below were withdrawn or deferred at the request of the respective Municipalities.

Ranking	Project Number	Municipality	Comments
#10	LLAK-003	Lauderdale Lakes	Withdrawn/Deferred at City's request
#18	PPRK-002	Pembroke Park	Withdrawn/Deferred at City's request
#70	POMP-011	Pompano Beach	Withdrawn/Deferred at City's request
#72	COCO-020	Coconut Creek	Withdrawn/Deferred at City's request
#79	PPIN-021	Pembroke Pines	Withdrawn/Deferred at City's request
#86	LSEA-035	Lauderdale by the Sea	Withdrawn at City's request
#92	OAKL-025/WILT-015	Oakland Park/Wilton Manor	Withdrawn/Deferred at City's request
#100	WILT-015	Wilton Manors	Removed/Combined with Oakland Park's project OAKL-025
#104	PPIN-038	Pembroke Pines	Withdrawn/Deferred at City's request
#110	TAMA-021	Tamarac	Withdrawn/Deferred at City's request

Chart 2 – Ineligible MCPs

The Cycle 1 Ranked Projects in the table below were deemed ineligible.

Ranking	Project Number	Municipality	Comments
#11	TAMA-018	Tamarac	Ineligible
#29	WILT-007.1	Wilton Manors	Ineligible
#55	COOP-035	Cooper City	Ineligible

EXHIBIT B

Municipal Surtax Project Ranking Evaluation Criteria & Points Distribution

MUNICIPAL SURTAX PROJECT RANKING EVALUATION CRITERIA & POINTS DISTRIBUTION

2/14/2020

	EMPLOYMENT DENSITY	POPULATION DENSITY	TRANSIT	INCIDENT DELAY	LEVEL OF SERVICE	CONNECTION TO EXISTING FACILITIES	EQUITY	RESILIENCY	PROJECT PERFORMANCE
Explanation	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with employment density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with population density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on total number of existing transit services and multimodal connections within the buffer.	Projects analyzed and awarded points based on the total number of vehicular, pedestrian and bicycle crashes occurring within the buffer during a five-year period.	Projects analyzed and awarded points based on Level of Service (LOS) of connected roadway network.	Projects analyzed and awarded points based on connections to an existing, like or supporting facility / *Projects analyzed and awarded points based on the presence of a Public School(s) within the buffer.	Projects analyzed and awarded points based on the average equity indicator score within the buffer.	Projects analyzed and awarded points based on whether the project improves or addresses an identified resiliency issue on a vulnerable corridor.	Projects analyzed and awarded points based on their implementation performance.
Buffer	[¼ mile]	[¼ mile]	[¼ mile]	[200 ft]	[200 ft]	[200 ft. / *½ mile]	[¼ mile]	[200 ft]	
Factor	ALLEVIATE CONGESTION & ENHANCE CONNECTIVITY				ALLEVIATE CONGESTION	ENHANCE CONNECTIVITY	COMMUNITY EMPHASIS		INTERLOCAL AGREEMENT
Scale	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points
	Top 5% Employment Density 50	Top 5% Population Density 50	BCT Bus Routes- Per Route 8pts/per Cap 80pts	Over 60 incidents within 200 ft 100	LOS F – Forced or breakdown flow 50	Sidewalk project provides new or enhanced connection to an existing sidewalk 30	Average score >3 20	Within a regionally identified moderate to high vulnerable corridor (Tier 1-3) 20	Project Delivery: Project Schedule ✓ Budget ✓ CBE Goal 30 – 30 ✓
	Between 5%-10% Employment Density 40	Between 5%-10% Population Density 40	Community Shuttles/Microtransit - Within 1/4 mile (Yes) 10	Between 40-59 incidents within 200 ft 80	LOS E – Unstable flow 40	Bike lane project provides new or enhanced connection to an existing bike lane 30	Average score of 2-3 15	Not within a regionally identified moderate to high vulnerable corridor 10	
	Between 10%-15% Employment Density 30	Between 10%-15% Population Density 30	SFRTA Tri-Rail Shuttles - Within 1/4 mile (Yes) 10	Between 20-39 incidents within 200 ft 60	LOS D – Approaching unstable flow 30	Project provides new or enhanced connection to an existing bus stop	Average score of 1-2 15		
	Between 15%-20% Employment Density 20	Between 15%-20% Population Density 20		Between 11-19 incidents within 200 ft 40	LOS C – Stable flow 20	Project provides new or enhanced connection to an existing roadway	Average score of 0-1 10		TBD
	Less than 20% Employment Density 10	Less than 20% Population Density 10		Less than 10 incidents within 200 ft 20	LOS B – Reasonably free flow 10	Within ½ mile of an existing public school 20	Average score of 0 10		
					LOS A 10	Not within ½ mile of an existing public school 10			
					No available LOS data 10				
Source	Broward County Planning and Development Management Division	Broward County Planning and Development Management Division	Broward County Transit Routes: SFRTA / Tri-Rail	Signal Four Crash Data for all modes (University of Florida)	FDOT D4 LOS Assessment Report / FDOT LOS Map Package	Based on scope and project description and Broward County Public Schools GIS layer	Broward MPO Transportation Planning Equity Assessment methodology	Broward MPO – Map files from the "Extreme Weather and Climate Change Risk to the Transportation System in Broward County" study.	Broward County Mobility Advancement Program Administrator

Work Mix Points:	Capacity Increase, Widening, Bridge	Bicycle Pedestrian Infrastructure	Transit	Intersection Improvement	Signal Enhancement	Landscaping, Hardscape, Signage, Lighting	Resiliency Improvements	Fiber
	50 Points	45 Points	40 Points	35 Points	30 Points	25 Points	20 Points	15 Points

MOBILITY ADVANCEMENT PROGRAM

Broward MPO
Metropolitan Planning Organization

Note:
The Ranking Criteria and Points Distribution for municipal capital surtax projects was developed by the Broward MPO in partnership with the municipalities in Broward County. The MPO's data-driven ranking tool utilizes the evaluation criteria and point distribution in order to rank the municipal capital projects included in the Broward County Transportation Surtax Plan.

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FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This is the First Amendment (the "First Amendment") to the Transportation System Surtax Interlocal Agreement, entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the Broward Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO"), and the municipalities that have formally approved the Interlocal Agreement (collectively the "Municipalities") that was executed by the County on August 29, 2018 (the "Interlocal Agreement").

Recitals

A. The transportation surtax ballot measure was approved by the voters on November 6, 2018, and the Parties desire to enter into this First Amendment to address the issues specified below.

B. The Parties acknowledge that, under the Interlocal Agreement, the MPO is required to review, rank, and prioritize Submitted Municipal Projects based on each project's ability to alleviate traffic congestion and enhance connectivity. Because municipal rehabilitation and maintenance projects (involving the maintenance and rehabilitation of roads, sidewalks, bike paths, drainage, etc.) may not promote connectivity or alleviate traffic congestion, the amendments stated below, among other things, are intended to increase the likelihood that such projects will receive funding earlier in the Transportation Surtax Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Interlocal Agreement remain in full force and effect. Amendments made to the Interlocal Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Interlocal Agreement.

2. Section II, titled "Applications for Funding," is hereby amended to read as follows:

   Applications for Funding. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which ~~will be~~ were considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects (this number includes 506 municipal roadway and safety projects and 203 municipal maintenance and rehabilitation projects), with an estimated cost of $2.8 billion (including the City Project Contingency and Community Bus Service). The Parties acknowledge that in any given year the County may,

Approved BCC 6/11/19, 81
Submitted By County Attorney
RETURN TO DOCUMENT CONTROL

but is not obligated to, fund more than the ten percent (10%) commitment (inclusive of Community Bus Service funding) provided for in Section V.D. of the Interlocal Agreement.

~~All of these~~ The 506 municipal roadway and safety projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below. Consistent with the Interlocal Agreement entered into between the MPO and the County on April 16, 2019, an application process will be established by the Transportation Surtax-funded MPO staff to allow Municipalities to submit applications for new or amended projects, beyond the 506 Submitted Municipal Projects currently in the Plan to be prioritized based on their ability to enhance connectivity and alleviate traffic congestion. Transportation Surtax-funded MPO staff will accept, review, evaluate, and recommend existing and new municipal projects to be contained in a Five-Year Plan, due to be submitted by Transportation Surtax-funded MPO staff to County staff no later than July 2020.

The County will develop a prioritization process for municipal rehabilitation and maintenance projects that allows Municipalities to submit new or amended rehabilitation and maintenance projects beyond the 203 currently contained in the Transportation Surtax Plan. The prioritization process for municipal rehabilitation and maintenance projects will acknowledge the age and condition of facilities while striving to achieve geographic and equitable distribution of Transportation Surtax Proceeds countywide to benefit all who participate in paying the surtax. The process will be presented to stakeholders and the County Commission prior to implementation. New or amended rehabilitation and maintenance project applications will be accepted from Municipalities by County staff through an annual process that will be developed and presented to Municipalities.

3. Section III, paragraph G is hereby amended to read as follows:

   G. Road Improvements – New roads, widening, ~~R~~resurfacing and ~~road~~ repairs of existing roads, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

4. Section IV, titled "MPO Review and Ranking," is hereby amended to read as follows:

   MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the Transportation Surtax-funded MPO staff agree~~s~~ to review, rank, and prioritize the current and future projects (including the 506 projects currently in the plan that do not involve rehabilitation and maintenance) based upon each project's ability to alleviate traffic congestion and enhance connectivity. The 203 rehabilitation and maintenance projects (involving the maintenance or rehabilitation of roads, sidewalks, bike paths, bridges, etc.) currently in the plan will not be subject to MPO ranking and prioritization and will be eligible for funding from available Transportation Surtax Proceeds after the MPO submits its recommendations for projects that alleviate traffic congestion and improve connectivity. The parties hereto acknowledge that the MPO ~~might~~ lack~~s~~ adequate resources and time to review, rank, and

prioritize the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and the MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County~~,~~ and the MPO~~,~~ (~~and~~ with Municipalities being represented through their representation on the MPO Board) ~~representing a majority of the population of Broward County entering into a separate agreement to~~ establishing in writing the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects. The Parties agree that prioritization will be informed by each project's ability to alleviate traffic congestion and improve connectivity, but also acknowledge that Transportation Surtax-funded MPO staff may properly consider shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses.

Transportation Surtax-funded MPO staff will work with the County to develop an annual process that allows municipalities to submit eligible projects for MPO review, ranking, and prioritization. This application process will provide an option for Municipalities to "swap out" one or more of their existing eligible projects with a new project of similar cost, with the County's written consent. This process will be available commencing with the February 2021 annual municipal projects evaluation cycle.

The County, through the Mobility Advancement Plan's administration, will prepare a budget, annually, to be approved in the normal course of the County's budget process, which includes municipal projects that have been prioritized by the Transportation surtax-funded MPO staff and approved as eligible for funding by the Independent Transportation Surtax Oversight Board. Municipalities will be notified by the MPO and the County individually, and collectively, at each stage of the budget processes so they are full, participating partners and will have a heightened comfort level regarding a five-year project and revenue forecast.

5. Section VI, titled "Conditions Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective," is hereby deleted in its entirety.

6. The Parties hereto represent and acknowledge that the Village of Lazy Lake is the only municipality that has not approved the Interlocal Agreement and therefore is the only municipality that is currently not entitled to receive Transportation Surtax Proceeds, commencing with the initial distribution thereof.

7. This First Amendment represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the remainder of the Interlocal Agreement, 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 First Amendment that is not contained in this written document or the Interlocal Agreement.

8. The effective date of this First Amendment shall be the date of complete execution by the County, the MPO, and such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are parties to the Interlocal Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of this First Amendment is required because it modifies express obligations of the MPO.

9. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action (Agenda Item 81) on the 11th day of June, 2019; the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

24 day of June, 2019

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
Telecopier: (954) 357-7641

By: _____
Angela J. Wallace
Deputy County Attorney

11th day of June, 2019

AJW
1st Amendment Transportation Surtax ILA
05/21/2019

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

This 12th day of Sept. 2019.

By: _____
Bryan Caletka, Chair

This 12th day of Sept. 2019.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Coconut Creek through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 11th day of July, 2019.

WITNESS:

_____
Signature of Witness

_____
Print of Type Name of Witness

_____
Signature of Witness

_____
Print of Type Name of Witness

CITY

By: Sandra L. Welch
Sandra L. Welch, Mayor

11th day of July, 2019

By: Mary C. Blasi
Mary C. Blasi, City Manager

ATTEST:

By: Leslie Wallace May
Leslie Wallace May, City Clerk

Approved as to legal form

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Cooper City through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20th day of August, 2019.

WITNESS:

Signature of Witness

ROLANDO VANEGAS JR

Print of Type Name of Witness

Ruth Freestone

Signature of Witness

Ruth Freestone

Print of Type Name of Witness

CITY

By _____
Mayor

20th day of August, 2019

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF CORAL SPRINGS through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 21st day of August, 2019.

WITNESS:

Karyn Komatt
Signature of Witness

Karyn Komatt
Print of Type Name of Witness

Debra Thomas
Signature of Witness

Debra Thomas
Print of Type Name of Witness

CITY

By _____
Mayor

21st day of August, 2019

By _____
Deputy City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF DEERFIELD BEACH through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 6th day of August, 2019.

WITNESS:

Signature of Witness

Tracy Britten

Print of Type Name of Witness

Signature of Witness

Erica Satz

Print of Type Name of Witness

CITY

By

Bill Ganz, Mayor

6th day of August, 2019

By

David Santucci, Interim City Manager

ATTEST:

Samantha Gillyard, City Clerk

Approved as to legal form

Anthony Soroka, City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Fort Lauderdale through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of July, 2019.

WITNESS:

Jeanette A. Johnson
Signature of Witness

Jeanette A. Johnson
Print of Type Name of Witness

Donna Varisco
Signature of Witness

Donna Varisco
Print of Type Name of Witness

CITY

By _____
Mayor

24 day of July, 2019

By _____
City Manager

ATTEST:

_____
Deputy City Clerk

Approved as to legal form

_____
Asst. City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Town of Hillsboro Beach, FL through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 2nd day of July, 2019.

WITNESS:

Signature of Witness

Daniela T. Joseph
Print of Type Name of Witness

Signature of Witness

NICOLE SPRADLIN
Print of Type Name of Witness

CITY

By Deborah L. Tamat
Mayor

2nd day of July, 2019

By
City Manager

ATTEST:
City Clerk

Approved as to legal form
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Laud. Lakes through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of July, 2019.

WITNESS:

Signature of Witness

Print of Type Name of Witness

Signature of Witness

Print of Type Name of Witness

CITY

By _____
Mayor

9th day of July, 2019

By _____
City Manager

ATTEST:

City Clerk

Approved as to legal form

City Attorney

BROWARD COUNTY, FLORIDA * SEAL OF CITY OF LAUDERDALE LAKES * INCORPORATED 1961

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Margate through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 3rd day of July, 20 19.

WITNESS:

Signature of Witness

Jennifer M. Johnson
Print of Type Name of Witness

Carleen Steadman
Signature of Witness

Carleen Steadman
Print of Type Name of Witness

CITY

By _____
Mayor

3rd day of July, 2019

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF MIRAMAR through its City Commission, signing by and through its City Manager authorized to execute the same by City Commission action at its properly noticed meeting on the 10 day of July, 2019.

CITY OF MIRAMAR, FLORIDA

ATTEST:

Denise A. Gibbs
City Clerk

By: For
Vernon E. Hargray
City Manager

Dated: 7/10/19

Approved as to legal form and
Sufficiency for the use of and reliance
By the City of Miramar only:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

Notice Recipient:

Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Vehargray@miramarfl.gov

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Jcole@wsh-law.com

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Parkland through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 10th day of July, 20 19.

WITNESS:

Dara Gottlieb
Signature of Witness

Dara Gottlieb
Print of Type Name of Witness

Claudia Chabot
Signature of Witness

CLAUDIA CHABOT
Print of Type Name of Witness

CITY

By _____
Mayor

10th day of July, 2019

By _____
City Manager

City of Parkland SEAL Broward County Florida

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Pompano Beach through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 23rd day of July, 20 19.

WITNESS:

Signature of Witness

Emily A. Sargent

Print of Type Name of Witness

Signature of Witness

Shelley R. Bartholomew

Print of Type Name of Witness

CITY

By _____
Mayor

23 day of July, 2019

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF SOUTHWEST RANCHES through its Town Council, signing by and through its Mayor, authorized to execute the same by Board action on the 22nd day of August, 2019.

WITNESS:

Signature of Witness

Ivette Solera

Print of Type Name of Witness

Danielle Cabau

Signature of Witness

Danielle Cabau

Print of Type Name of Witness

SOUTHWEST RANCHES

By

Doug McKay, Mayor

22nd day of August, 2019

By

Andy Berns, Town Administrator

ATTEST:

Russell Muniz, Assistant Town Administrator Town Clerk

Approved as to legal form

Keith Poliakoff, Town Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WESTON through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 1st day of July, 2019.

WITNESS:

Patricia A. Bates
Signature of Witness

Patricia A. Bates
Print of Type Name of Witness

_____
Signature of Witness

_____
Print of Type Name of Witness

CITY OF WESTON

By _____
Daniel J. Stermer, Mayor

1st day of July, 2019

By _____
John R. Flint, City Manager

2nd day of July, 2019

ATTEST:

Patricia A. Bates
Patricia A. Bates, City Clerk

Approved as to legal form:

_____
Jamie A. Cole, City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WEST PARK through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 7th day of AUGUST, 2019.

WITNESS:

Signature of Witness

Deborah L. Campbell II.
Print of Type Name of Witness

Signature of Witness

Print of Type Name of Witness

CITY

By
Mayor

14th day of AUGUST, 2019

By
City Manager

(RESOLUTION 2019-79)

ATTEST:

City Clerk

Approved as to legal form

City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WILTON MANORS through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 23rd day of July, 2019.

WITNESS:

Patricia Staples
Signature of Witness

Patricia Staples
Print of Type Name of Witness

Signature of Witness

Johnnie Goodnight
Print of Type Name of Witness

CITY

By Justin S. Flippen
Justin S. Flippen, Mayor

24th day of July, 2019

By
Leigh Ann Henderson, City Manager

ATTEST:

BY: Faith Lombardo
Faith Lombardo, City Clerk

Approved as to form:

BY:
Kerry L. Ezrol, Esq., City Attorney

INSTR # 115436406
Recorded 11/08/18 at 11:22 AM
Broward County Commission
44 Page(s)
Mtg Doc Stamps: $0.00
Int Tax $0.00
#1

INSTR # 115434213
Recorded 11/07/18 at 02:40 PM
Broward County Commission
44 Page(s)
Mtg Doc Stamps: $0.00
Int Tax $0.00
#1

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Transportation System Surtax Interlocal Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the municipalities that formally approve this Agreement and execute and return to the County a signature page bearing the above legend, each of which is a municipal corporation within Broward County existing under the laws of the State of Florida (collectively, the "Municipalities"), and the Broward County Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO").

Recitals

A. Because of the urgent need for transportation system improvements, the County Commission voted on June 5, 2018, to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%) (the "Ballot Proposal"). On June 5, 2018, the County Commission also enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances, and which, among other things:

1. Levied the surtax subject to subsequent voter approval;

2. Established a transportation surtax trust fund into which all surtax proceeds will be deposited;

3. Established an independent oversight board (the "Oversight Board") to ensure transparency and objectivity in the review of applications for funding from surtax proceeds;

4. Established a seven (7) member entity (the "Appointing Authority") to appoint the members of the Oversight Board. One of the members is a designee of the Broward League of Cities; and

5. Provided a process by which any municipality within Broward County may apply for project funding from surtax proceeds, which process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

B. The County and the Municipalities enter into this Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of their mutual residents and visitors, including by educating the electorate, consistent with state law requirements, on the critical importance of the Ballot Proposal.

Approved BCC August 21, 2018 #1
Submitted By County Attorney
RETURN TO DOCUMENT CONTROL

Rerecorded Document to Add Additional Information to Signature Page.

C. The County Commission, the governing body of each of the Municipalities, and the MPO enter into this Agreement on behalf of their respective entities after having made the following findings:

1. Without a dedication of substantial new revenues, the existing transit system within Broward County will not be sustainable, alternative modes of transportation will not be realized, and traffic congestion will continue to worsen;

2. The ten-year Transportation Development Plan approved by the County Commission on January 9, 2018, identifies that the County's transit system will be substantially underfunded by 2025, despite the current dedication of substantial *ad valorem* tax revenues to subsidize transit operations;

3. The proposed transportation surtax would enable the advancement of transportation and premium transit projects presently identified in the MPO's Commitment 2045 Metropolitan Transportation Plan and the current five-year Transportation Improvement Program, and would provide funding for roadway capital investment projects that would improve safety, reduce congestion, and advance multimodal mobility options for residents and visitors, which projects are currently infeasible for reasons including a lack of dedicated revenue for operations and maintenance; and

4. Critically, the proposed transportation surtax would provide a dedicated funding source that would enable the County to leverage revenues contributed by residents and visitors to obtain federal transportation grants available only to grant applicants that can demonstrate the financial resources to build, operate, and maintain, through their useful lives, major transportation projects, thereby bringing back to Broward County more of the tax dollars paid by local residents and businesses that would otherwise be allocated to other counties and states. The proposed surtax would enable the County to compete directly for, and work collaboratively with other governmental and private partners to acquire, certain discretionary state and federal funding to advance the mobility goals of the region.

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

Agreement

I. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

II. Applications for Funding. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which will be considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent

with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects, with an estimated total cost of $2.8 billion (including the City Project Contingency). All of these projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below.

III. Eligibility. While the Transportation Surtax Ordinance prioritizes funding for municipal projects that will relieve traffic congestion and increase connectivity, the following municipal projects may be considered for funding:

A. Street lighting - Improvements to lighting systems along a public road that illuminate the right-of-way for vehicles, pedestrians, and bicyclists. A lighting justification report consistent with Broward County and FDOT policies is required for these improvements to be considered;

B. Drainage - Improvements to a public road storm water system that address drainage deficiencies, provided the drainage improvements only address storm water runoff from a public roadway. Improvements to address runoff from private roads and developments are not eligible;

C. Buffer/Sound Walls - Improvements that are consistent with the Florida Department of Transportation's noise decibel level criteria;

D. Fiber-optic - Improvements supporting only communications for the public transportation system, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). Shared conduit may not be considered for surtax funding;

E. Landscaping - Only improvements within the public road right-of-way that meet the applicable design criteria may be considered for funding;

F. Parking - Improvements used for park-and-ride or other transit-oriented development parking that serves the public. Garages directly related to a transportation project that serves the public will be considered, provided the parking fees do not exceed costs associated with securing, operating, and maintaining the facility; and

G. Road Improvements - Resurfacing and road repairs, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the MPO agrees to review, rank, and prioritize the projects based upon each project's ability to alleviate traffic congestion and enhance connectivity. The parties hereto acknowledge that the MPO might lack adequate resources to review, rank, and prioritize

the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County, MPO, and Municipalities representing a majority of the population of Broward County entering into a separate agreement to establish the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects.

V. Surtax Proceeds for Submitted Municipal Projects.

A. If the proposed surtax levy is approved by the voters in the November 6, 2018, election, the net amount of transportation surtax proceeds the County receives from the Florida Department of Revenue ("FDOR") shall be defined as the "Transportation Surtax Proceeds." The amount of Transportation Surtax Proceeds currently estimated to be received during the thirty-year levy is approximately $15.6 billion.

B. Section 212.055, Florida Statutes, which authorizes the levy of the proposed surtax, was recently amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." In connection with that audit, the County submitted to the state's Office of Program Policy Analysis and Government Accountability a table attached hereto as Exhibit A (the "Table"). The Table shows the amount of Transportation Surtax Proceeds currently projected to be received by the County and the current intended use of such proceeds.

C. The row of the Table titled "City Projects" represents the County's current estimate of the amount of money available and intended in good faith to be utilized during the thirty-year tax levy to fund Submitted Municipal Projects approved by the Oversight Board (a separate row of the Table addresses Community Bus Service).

D. Consistent with Section 212.055(1)(d), Florida Statutes, the County Commission hereby determines it appropriate and the County hereby commits that, for each applicable year during which Transportation Surtax Proceeds are received by the County, an amount equal to a minimum of ten percent (10%) of the Transportation Surtax Proceeds received by the County that year, less the amount directly paid from Transportation Surtax Proceeds for Community Bus Service as outlined below, shall be used to fund Submitted Municipal Projects in the order of ranking by the MPO (with the highest-ranked project receiving the first funding). The timing and process of providing such funding shall be consistent with applicable law including Section 129.01, Florida Statutes. If there is insufficient funding remaining within such ten percent (10%) commitment (less Community Bus Service funding) to fund the highest-ranked Submitted Municipal Project that remains unfunded (i.e., the next project that would receive funding), the County Commission may, at its option, either (i) exceed the ten percent (10%) commitment (less Community Bus Service funding) by funding the highest-ranked unfunded project or (ii) not fund that project and add the difference between the amount

of funding provided and the ten percent (10%) commitment (less Community Bus Service funding) to the amount to be funded the following year. Notwithstanding anything in this Agreement to the contrary, no Transportation Surtax Proceeds may be used to fund any Submitted Municipal Project: (i) submitted by a municipality that is not a party to this Agreement; (ii) that has not been approved by the Oversight Board; or (iii) to the extent utilization of Transportation Surtax Proceeds on such project would be impermissible under applicable law. Additionally, this ten percent (10%) commitment shall be reduced in any year to the extent requested expenditures for Submitted Municipal Projects prioritized by the MPO are below ten percent (10%) of Transportation Surtax Proceeds received during such year less Community Bus Service funding for such year. Funding of Submitted Municipal Projects and Community Bus Service shall be accomplished through interlocal agreements between the County and the applicable Municipalities. The unincorporated area of the County shall be considered a municipality eligible to receive funding committed under this section, and projects proposed on behalf of the unincorporated area of the County shall constitute Submitted Municipal Projects. Each Municipality agrees to keep any and all Transportation Surtax Proceeds it receives in a segregated financial account, and agrees not to comingle such proceeds with any other funds.

E. Community Bus Service. Transportation Surtax Proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service, subject to the following conditions and subject to such expenditures being approved by the Oversight Board. Funding of Community Bus Service is not subject to any review or ranking by the MPO. To receive surtax funding, the Community Bus Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route (the County has the discretion to increase this standard based on future population and ridership growth, in which event the increased standard must be met to be eligible for surtax funding). Notwithstanding anything to the contrary stated in this Agreement, the County shall not be obligated to fund in any year Community Bus Service in an amount exceeding ten percent (10%) of the Transportation Surtax Proceeds received by the County during that year.

F. Potential Limitation for Calendar Year 2019. Notwithstanding anything in this Agreement to the contrary, if the MPO is unable to review, rank, and prioritize Submitted Municipal Projects prior to calendar year 2020, the County shall fund during calendar year 2019 the Community Bus Service described in paragraph E above, and the differential (the amount of the ten percent commitment less the amount of 2019 surtax funding for such Community Bus Service) shall be added to the funding for Submitted Municipal Projects in 2020.

VI. Condition Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective. This Agreement shall become effective only if, on or before September 30, 2018, the MPO and municipalities representing a majority of the population of Broward County formally approve, execute, and return the executed Agreement to the County, with a contemporaneous copy e-mailed to the County

Administrator and County Attorney at the e-mail addresses provided below. Any municipality may join the Agreement after it becomes effective. No municipality is eligible to receive any Transportation Surtax Proceeds prior to that municipality becoming a party to this Agreement. Additionally, if a municipality has not joined the Agreement on or before September 30, 2018, that municipality shall not be eligible to receive any Transportation Surtax Proceeds received by the County in 2019 (whether or not such proceeds are added to the 2020 funding as referenced in paragraph F above).

VII. Reporting, Audit, and Related Requirements. The County and each Municipality receiving funding pursuant to this Agreement agree to fully comply with the Reporting Requirements specified on Exhibit B, agree to fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-75, Broward County Code of Ordinances, as same may be amended by the County (provided that such amendment(s) apply equally to the County), and agree that all of their respective expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with the conditions, if any, of the approval received by the Oversight Board. The obligations stated in this paragraph shall survive expiration or earlier termination of this Agreement.

VIII. Term of Agreement. This Agreement shall remain in full force and effect until all Transportation Surtax Proceeds received by any party pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each applicable party's final audit. If the Ballot Measure is not approved by majority vote in connection with the November 6, 2018, election, this Agreement shall be null and void *ab initio*.

IX. No Impact on Future Levies. Nothing in this Agreement shall impact in any way, whatsoever, any future ballot question (whether placed on a ballot in 2019 or any time thereafter) seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

X. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Agreement shall be met solely through the use of Transportation Surtax Proceeds, and funding provided shall be consistent with applicable law including Section 129.01, Florida Statutes.

XI. Pledge of Support. To the full extent permissible under applicable law, all parties pledge to support the approval of the Ballot Measure and agree to work cooperatively to enhance the regional transportation system. Nothing stated in this section shall be interpreted to impede the free speech rights of any individual.

XII. Amendment. This Agreement may be amended by a written document formally approved by the County and by such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are a party to the Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of any amendment shall only be required if

the amendment purports to modify any express obligation of the MPO hereunder. Any properly approved amendment shall be binding on all parties hereto.

XIII. Governing Law, Venue, and 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 parties agree that 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. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XIV. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XV. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XVI. Notices. Any notice under this Agreement shall be provided by email to the following recipients:

As to the County:	Broward County Administrator Current e-mail: bhenry@broward.org
With a copy to:	Broward County Attorney Current e-mail: ameyers@broward.org
As to Municipality:	Manager/Administrator Name and current e-mail provided on signature page
With a copy to:	Municipal Attorney Name and current e-mail provided on signature page
MPO:	MPO Executive Director Current e-mail: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Current e-mail: agabriel@wsh-law.com

A party's notice address may be changed at any time by that party, provided that party provides notice of such change consistent with the requirements of this section.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any other agreement, representation, or communication, whether oral or written, between the parties relating to the subject matter of this Agreement.

XVIII. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XIX. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party.

XX. Severability. In the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify the invalidated portion of the Agreement in a manner designed to effectuate the original intent of the parties.

XXI. Advice of Counsel. Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

29 day of August, 2018

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
Telecopier: (954) 357-7641

By: _____
Andrew J. Meyers
Broward County Attorney

29 day of August, 2018

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Coconut Creek, by its City Commission, signing by and through its City Manager, who is duly authorized to execute same by official action taken on September 27, 2018:

CITY OF COCONUT CREEK

By:

Mary C. Blasi 9/27/18

Mary C. Blasi, City Manager Date

ATTEST:

Leslie Wallace May 9/27/18

Leslie Wallace May, MMC Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 9/27/18

Terrill C. Pyburn, City Attorney Date

In accordance with Section XVI. Notices., of this Agreement, any notice to the City of Coconut Creek shall be provided by email to the following recipients:

Mary C. Blasi, City Manager
mblasi@coconutcreek.net

and

Terrill C. Pyburn, City Attorney
tpyburn@coconutcreek.net

CITY OF COOPER CITY

IN WITNESS WHEREOF, the City Commission of the City of Cooper City approved and entered into this **Transportation System Surtax Interlocal Agreement** through affirmative Commission action by Resolution adopted on September 20, 2018.

ATTEST:

Kathryn Sims

City Clerk

SIGNED BY:

Greg Ross

Mayor

9/20/18

Date Signed

City Address for Formal Notifications to City:

CITY OF COOPER CITY, FLORIDA

Office of the City Manager

Bruce Loucks

bloucks@coopercityfl.org

9090 SW 50 Place

Cooper City, Florida 33328

CITY ATTORNEY

dwolpin@wsh-law.com

CITY OF CORAL SPRINGS

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

ATTEST:

DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

WALTER G. CAMPBELL, JR., Mayor

20th day of September, 2018

APPROVED AS TO FORM:

JOHN J. HEARN, City Attorney
9500 West Sample Road
Coral Springs, FL 33065
Telephone: (954) 344-1011
Fax: (954) 344-5930
Email: jhearn@coralsprings.org

Contact information for notice purposes:

Michael Goodrum, City Manager
9500 West Sample Road
Coral Springs, FL 33065
Email: mgoodrum@coralsprings.org

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Dania Beach through its City Commission, signing by and through its Mayor authorized to execute same by Commission action on the 25 day of September, 2018.

ATTEST:

Thomas Schneider

THOMAS SCHNEIDER, CMC
CITY CLERK

CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Tam James

TAMARA JAMES
MAYOR

Dated: September 25, 2018

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY
tansbro@daniabeachfl.gov

Dated: September 25, 2018

Colin Donnelly

ROBERT BALDWIN
CITY MANAGER
rbaldwin@daniabeachfl.gov

Colin Donnelly
Asst. City Manager

Dated: September 25, 2018

NOTICES:

Manager/Administrator:

Robert Baldwin
City Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004
rbaldwin@daniabeachfl.gov

With a copy to:
Thomas J. Ansbro
City Attorney
100 W Dania Beach Boulevard
Dania Beach, FL 33004
tansbro@daniabeachfl.gov

Transportation System Surtax Interlocal Agreement

TOWN OF DAVIE, through its Town Council, signing by and through its Mayor, authorized to execute said action by the Town Council on the 17th day of September 2018.

Witnesses:

Gillian Brewster
Name of Witness Printed Above

Name of Witness Printed Above

TOWN OF DAVIE,
A Florida Municipal Corporation

By: _____
Judy Paul, Mayor

17th Day of September, 2018

By: _____
Richard J. Lemack, Town Administrator

ATTEST:

By: _____
Evelyn Roig, Town Clerk

Approved as to legal form:

By: _____
John C. Rayson, Town Attorney

Designated Contacts for Notices (including email address(es):

Town of Davie
6591 Orange Drive
Davie, FL 33314
Attention: Town Administrator
Email: rlemack@davie-fl.gov

Town of Davie
6591 Orange Drive
Davie, FL 33314
Attention: Town Attorney
jrayson@davie-fl.gov

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Date of Formal Action approving the agreement: 17th day of September, 2018

WITNESSES:

City of Deerfield Beach

By _____
Bill Ganz, Mayor

17th day of September, 2018.

ATTEST:

By _____
Samantha Gillyard, CMC, City Clerk

(CORPORATE SEAL)

_____
Burgess Hanson, City Manager

19 day of September, 2018

APPROVED AS TO FORM:

By _____
Andrew Maurodis, City Attorney

NOTICES:
Manager/Administrator:

Burgess Hanson, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441
bhanson@deerfield-beach.com

With a copy to:
Samantha Gillyard, City Clerk
150 NE 2nd Avenue
Deerfield Beach, FL33441
sgillyard@deerfield-beach.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its City Manager or Assistant City Manager, authorized to execute the same by Board action on the 25 day of September, 2018.

WITNESS:

Signature of Witness

Print of Type Name of Witness

Signature of Witness

Print of Type Name of Witness

CITY OF FORT LAUDERDALE,
A Florida Municipal Corporation

By: _____ FOR

Lee R. Feldman, City Manager

25 day of September, 2018

ATTEST:

By: _____

Jeffrey A. Modarelli, City Clerk

Approved as to legal form:

Alain E. Boileau, City Attorney

By: _____

Tania M. Amar, Assistant City Attorney

Designated Address for Notices (include email address(es):

City of Fort Lauderdale
City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attention: City Manager
Email: lfeldman@fortlauderdale.gov

With a copy to:
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: aboileau@fortlauderdale.gov

CITY OF HALLANDALE BEACH

ATTEST:

JENORGEN GUILLEN
CITY CLERK

CITY OF HALLANDALE BEACH, by and through its CITY COMMISSION

By: _____
KEITH S. LONDON,
MAYOR

19 day of September, 2018

Date of Formal Action approving the agreement 17th day of September, 2018

Approved as to legal sufficiency and form by

Jennifer Merino
City Attorney
City of Hallandale Beach
400 South Federal Hwy
Hallandale Beach, Florida 33309
Telephone: (954) 457-1325

By: _____
JENNIFER MERINO
CITY ATTORNEY
City of Hallandale Beach
19 day of September, 2018

NOTICES:

Manager/Administrator:

Nydia Rafols-Sallaberry
Interim City Manager
400 South Federal Highway
Hallandale Beach, FL 33009
nrafols@cohb.org

With a copy to:
Jennifer Merino
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (THE "COUNTY"), THE MUNICIPALITIES THAT FORMALLY APPROVE THIS AGREEMENT AND EXECUTE AND RETURN TO THE COUNTY A SIGNATURE PAGE BEARING THE ABOVE LEGEND, EACH OF WHICH IS A MUNICIPAL CORPORATION WITHIN BROWARD COUNTY EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA (COLLECTIVELY, THE "MUNICIPALITIES"), AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION, DULY ORGANIZED AND EXISTING UNDER SECTION 339.175, FLORIDA STATUTES (THE "MPO").

TOWN OF HILLSBORO BEACH, through its Town Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 24th day of September, 2018 .

WITNESS:

Irene Kirdahy
Signature of Witness

Irene Kirdahy
Print of Type Name of Witness

TOWN OF HILLSBORO BEACH, FLORIDA

By Deborah L. Tarrant
Deborah L. Tarrant, Mayor

24th day of September, 2018

By
William M. Serda, Town Manager

ATTEST:
Sherry D. Henderson, CMC Town Clerk

TOWN OF HILLSBORO BEACH FLORIDA

Approved as to legal form
Donald J. Doody, Town Attorney

Designated Address for Notices (include email addresses):

William M. Serda, Town Manager
Mserda@townofhillsborobeach.com

Donald J. Doody, Town Attorney
ddoody@cityatty.com

R-2018-287

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND THE BROWARD METROPOLITAN PLANNING ORGANIZATION SETTING FORTH THE CONDITIONS FOR MUNICIPAL PROJECT FUNDING AND SUPPORTING THE 2018 TRANSPORTATION SURTAX BALLOT MEASURE.

Approved by the City Commission on September 20, 2018

The City of Hollywood, a municipal
Corporation of the State of Florida

_____(Seal)

By: Josh Levy, Mayor

Dated: _____

Attest: _____
Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL
Sufficiency for the use and reliance of the
CITY OF HOLLYWOOD, FLORIDA only:

_____
Douglas R. Gonzales, City Attorney

City of Hollywood
2600 Hollywood Boulevard, # 407
Hollywood, FL 33020
Dgonzales@hollywoodfl.org

Dr. Wazir Ishmael, City Manager
City of Hollywood
2600 Hollywood Boulevard, # 419
Hollywood, FL 33020
Wishmael@hollywoodfl.org

Notices: Any notice under this agreement shall be provided by email to the City Manager and City Attorney.

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

ATTEST:

BY: _____
Ralph "Bud" Bentley, Town Manager

_____
Tedra Allen, Town Clerk

Date: 9-13, 2018

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Section XVI. Notice. Bud Bentley, Town Manager
TM@LBTS-fl.gov

With copy to: Susan Trevarthen, Town Attorney
9-18-2018 email: STrevarthen@wsh-law.com

SIGNATURE PAGE FOR MUNICIPALITY

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Attest:

Sharon Houslin
City Clerk – Sharon Houslin

Mayor – Hazelle Rogers

Sept. 11, 2018
Date

City Attorney – James Brady

9/11/18
Date

NOTICES:

City Manager
Phil Alleyne
phila@lauderdalelakes.org

With a copy to:

City Clerk
Sharon Houslin
sharonh@lauderdalelakes.org

With a copy to:

City Attorney
Sidney C. Calloway
scalloway@shutts.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, MULTIPLE MUNICIPALITIES INCLUDING THE CITY OF LAUDERHILL, AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO), is hereby made and executed on behalf of the CITY OF LAUDERHILL through its authorized officers or officials, as approved through official action via the passage of Resolution No. 18R-09-204 on September 12, 2018.

CITY OF LAUDERHILL

ATTEST:

Andrea Anderson, City Clerk

By: _____
Charles Faranda, City Manager

Dated: 12 day of September 2018

APPROVED AS TO LEGAL FORM:

W. Earl Hall, City Attorney

Dated: 9/12/18

NOTICES:

Charles Faranda
City Manager
City of Lauderhill
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

With a Copy To:
W. Earl Hall
Hall & Rosenberg, P.L.
City Attorney
8850 West Oakland Park Blvd., Suite 101
Sunrise, FL 33351

Any notice under this Agreement shall be provided by email to the following recipients:

As to City of Lighthouse Point: John D. Lavisky, City Administrator
jlavisky@lighthousepoint.com

With a copy to: Michael D. Cirullo, Jr., City Attorney
mcirullo@cityatty.com

CITY OF LIGHTHOUSE POINT, a municipal corporation

DATED: September 24, 2018

By: _____
Glenn Troast, Mayor

By: _____
John D. Lavisky, City Administrator

Attest:

By: _____
Jennifer M. Oh, City Clerk

CITY OF LIGHTHOUSE POINT CORPORATE SEAL 1956 FLORIDA

Approved as to form:

By: _____
Michael D. Cirullo, Jr.
City Attorney

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF MARGATE through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26 day of September, 2018.

WITNESS:

Signature of Witness

Theresa Jones
Print of Type Name of Witness

Signature of Witness

Kim Smiley
Print of Type Name of Witness

CITY

By _____
Mayor Arlene Schwartz

28 day of September, 2018

By _____
City Manager Samuel May

ATTEST:

_____
City Clerk Joseph Kavanagh

Approved as to legal form

_____
City Attorney Ian Singer for Jim Cherof

Designated Address for Notices (include email address(es):

City of Margate
Attn: City Manager's Office
5790 Margate Blvd.
Margate, FL 33063
E-mail: citymanager@margatefl.com

James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
E-mail: jcherof@cityatty.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

The City of Miramar, by its City Commission, signing by and through its Interim City Manager, duly authorized to execute same by City Commission action at its properly noticed meeting on September 17, 2018.

CITY OF MIRAMAR, FLORIDA

ATTEST:

Denise A. Gibbs
City Clerk

By: _____
Vernon E. Hargray
Interim City Manager

Dated: 9/17/18

Approved as to legal form and
Sufficiency for the use of and reliance
by the City of Miramar only:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

Notice Recipient:

Vernon E. Hargray
Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Vehargray@miramarfl.gov

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Jcole@wsh-law.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of North Lauderdale has made and executed this Agreement on respective dates under each signature: CITY OF NORTH LAUDERDALE, by its Mayor and City Commissioners, signing by and through its Mayor and City Manager, duly authorized to execute same by Commission action on the 27th day of September, 2018;

CITY OF NORTH LAUDERDALE

City of North Lauderdale
701 SW 71 Avenue
North Lauderdale, FL 33068

By Jack Brady
Jack Brady, Mayor

Dated: 27 day of September, 2018

By ABhatty
Ambreen Bhatty, City Manager
abhatty@nlauderdale.org

Dated: 27 day of September, 2018

Approved as to form:
Samuel S. Goren 9/27/18
Samuel S. Goren, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Fort Lauderdale, FL 33308
sgoren@cityatty.com

CITY OF TOMORROW NORTH LAUDERDALE, FLA.

NOTICES PURSUANT TO THIS INTERLOCAL AGREEMENT PROVIDED TO:
AMBREEN BHATTY, CITY MANAGER
CITY OF NORTH LAUDERDALE
701 S.W. 71 AVENUE
NORTH LAUDERDALE, FL 33068
abhatty@nlauderdale.org

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF OAKLAND PARK

The City of Oakland Park, through its City Commission, signing by and through its Mayor, authorized to execute same by Board action on the 12th day of September 2018 via Resolution 2018-129.

ATTEST:

RENEE SHROUT, CITY CLERK

R-2018-129

CITY OF OAKLAND PARK, BY AND THROUGH ITS CITY COMMISSION

BY: _____
TIM LONERGAN, MAYOR

APPROVED AS TO LEGAL SUFFICIENCY

BY: _____
D.J. DOODY, CITY ATTORNEY

Notices:

As to the City of Oakland Park:

City Manager
Current email: davidh@oaklandparkfl.gov

With Copy To:

City Attorney
Current Email: DDoody@cityatty.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT
TOWN OF PEMBROKE PARK

IN WITNESS WHEREOF, Town of Pembroke Park, signing by and through its Mayor-Commissioner, duly authorized to execute same by Resolution 18-09-05, adopted by Pembroke Park Town Commission on September 12, 2018 to enter into this Agreement with Broward County, the municipalities that formally approve the Agreement and the Broward County Metropolitan Planning Organization.

ATTEST:

TOWN OF PEMBROKE PARK
DECEMBER 10, A.D. 195
SEAL
BROWARD COUNTY, FLORIDA

NATASHA JOSEPH
Deputy Town Clerk

TOWN OF PEMBROKE PARK, by and through Commissioners

By _____
ASHIRA A. MOHAMMED
Mayor-Commissioner

18th day of September, 2018

BOGDAN VITAS
Interim Town Manager
bvitas@townofpembrokepark.com

Notice:
Bogdan Vitas
Interim Town Manager
bvitas@townofpembrokepark.com

Approved as to form:

By _____
CHRISTOPHER J. RYAN
Town Attorney
cjr@ryanlawfl.com

17th day of September, 2018

THE CITY OF PEMBROKE PINES
Charles F. Dodge, City Manager
601 City Center Way, Pembroke Pines, FL 33025
cdodge@ppines.com

ATTEST:

City Clerk

By: _____
Frank C. Ortis, Mayor

Approved as to form and legal sufficiency for the use of and reliance by the City of Pembroke Pines only:

17 day of September, 2018

By: _____
Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
sgoren@cityatty.com

By: _____
Charles F. Dodge, City Manager

17 day of September 2018

NOTICES:

Manager/Administrator:

Charles F. Dodge
City Manager
City of Pembroke Pines
Charles F. Dodge City Center
601 City Center Way
Pembroke Pines, FL 33025

With a copy to:
Samuel S. Goren, Esq.
City Attorney
Goren, Cherof Doody & Ezrol
3099 E Commercial Blvd #200
Fort Lauderdale, FL 33308

Transportation System Surtax Interlocal Agreement (TSSILA)
(City of Plantation Signature Page to TSSILA signed by County on 8/29/2018)

1. The City of Plantation has authorized the execution of this Interlocal Agreement by promulgating Resolution No. 12636 on September 4, 2018. Section 2 of Plantation Resolution No. 12636 makes the four (4) findings required by Recital C of this Interlocal Agreement.

2. Any notice to Plantation under this Interlocal Agreement shall be provided by e-mail to the following recipients:

As to Plantation:	Chief Administrative Officer Horace McHugh (current e-mail: HMcHugh@Plantation.org)
	AND
	City Clerk Susan Slattery (current e-mail: SSlattery@Plantation.org)
With a Copy to:	City Engineer Brett Butler (current e-mail: BButler@Plantation.org)

3. The Broward County Administrator or County Attorney is authorized and requested to append this Signature Page to the Original Interlocal Agreement it is maintaining in its file, so as to evidence that Plantation has executed same.

4. Whereupon, the City of Plantation has, through its duly authorized officers, executed the Interlocal Agreement this 14th day of September, 2018.

ATTEST:

Susan K. Slattery, MMC
City Clerk

CITY OF PLANTATION:

By: _____
Horace McHugh
Chief Administrative Officer

Approved as to form by:

By: _____
Donald J. Lunny, Jr.
City Attorney

CITY OF POMPANO BEACH

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

On September 25, 2018, the City Commission of the City of Pompano Beach duly authorized signing by and through its Mayor, Resolution No. 2018-275 to execute the Transportation System Surtax Interlocal Agreement.

Witnesses:

By: _____
LAMAR FISHER, MAYOR

By: _____
BRIAN DONOVAN, ACTING CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK

(SEAL)

All notices pursuant to this agreement shall be provided to:
Gregory P. Harrison, City Manager
100 W. Atlantic Blvd., Pompano Beach FL 33060/ email: greg.harrison@copbfl.com
and Mark Berman, City Attorney
100 W. Atlantic Blvd., Pompano Beach, FL 33060/ email: mark.berman@copbfl.com

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of September, 2018 by **LAMAR FISHER** as Mayor, **BRIAN DONOVAN** as Acting City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

JENNETTE FORRESTER WILLIAMS
Notary Public - State of Florida
Commission # FF 993881
My Comm. Expires May 18, 2020
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Interlocal Agreement has been passed and adopted by the Town Council of the Town of Southwest Ranches, at a public meeting held on 12th day of September, 2018.

Town of Southwest Ranches

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

Notice:

As to the Town: Town Administrator
Current a-mail: aberns@southwestranches.org

With a copy to: Town Attorney
Current e-mail: keith.poliakoff@saul.com

CITY OF SUNRISE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Sunrise has entered into this Transportation System Surtax Interlocal Agreement on the respective date under the Mayor's signature, signing by and through its Mayor, duly authorized to execute same by official action of the City Commission on the 26th day of September, 2018.

ATTEST:

City Clerk, Felicia M. Bravo

CITY OF SUNRISE:

By: _____

Mayor Michael J. Ryan
City of Sunrise
Mryan@sunrisefl.gov
954-746-3250
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Date: 9/26/18

Notices to City of Sunrise:
Richard Salamon, City Manager
Rsalamon@sunrisefl.gov

With a copy to:
Kimberly A. Kisslan, City Attorney
CityAttorney@sunrisefl.gov

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kimberly A. Kisslan, City Attorney

Date: 9/26/2018

CITY OF TAMARAC
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Tamarac has entered into this Transportation System Surtax Interlocal Agreement on the respective date under the Mayor's signature, signing by and through its Mayor, duly authorized to execute same by official action of the City Commission on this 26th day of September, 2018.

ATTEST:

Patricia Teufel 10/22/18

Patricia Teufel, CMC
City Clerk

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

CITY OF TAMARAC:

H. Dressler

Harry Dressler, Mayor
City of Tamarac
Harry.Dressler@tamarac.org
954-597-3460
7525 NW 88th Avenue
Tamarac, FL 33321

Date: 10/22/18

Notices to City of Tamarac:
Michael C. Cernech, City Manager
Michael.Cernech@tamarac.org

With a copy to:
Samuel S. Goren, City Attorney
S.goren@cityatty.com

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Samuel S. Goren, City Attorney

Date: 10/17/18

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT
Municipality Signature Page
City of West Park, Florida

Date of Formal Action approving Transportation System Surtax Interlocal Agreement:
September 4, 2018

Notice Information:

Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions herein. For the present, the CITY designates the following as the respective places for giving of notice:

CITY: W. Ajibola Balogun, City Administrator
19565 South State Road 7
West Park, Florida 33023
ABALOGUN@CITYOFWESTPARK.ORG

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311
BNORRIS@BNWLEGAL.COM

CITY OF WEST PARK

ATTEST:

_____ BY: _____
Alexandra, City Clerk Eric H. Jones, Jr., Mayor

APPROVED AS TO FORM

_____ _____
Burnadette Norris-Weeks, City Attorney W. Ajibola Balogun
City Administrator
(RESOLUTION 2018-82)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; and **CITY OF WESTON**, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the **24th day of September, 2018**; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

CITY

CITY OF WESTON

By _____
Daniel J. Stermer, Mayor

24th day of September, 2018

ATTEST:

Patricia A. Bates
Patricia A. Bates, City Clerk

By _____
John R. Flint, City Manager

26th day of September, 2018

(SEAL)

APPROVED AS TO LEGAL FORM:

Jamie Alan Cole, City Attorney

24th day of September, 2018

Notices:

John R. Flint, City Manager/CEO
jflint@westonfl.org

With a copy to:

Jamie Alan Cole, City Attorney
jcole@WSH-Law.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WILTON MANORS through its City Commission, signing by and through its Vice Mayor, authorized to execute the same by Commission action on the 25th day of September, 2018.

CITY:

ATTEST:

FAITH LOMBARDO
CITY CLERK

BY: _____
JUSTIN FLIPPEN, VICE MAYOR

APPROVED AS TO FORM

_____
KERRY L. EZROL, Esq.
CITY ATTORNEY

Designated Address for Notices (include email address(es):

City of Wilton Manors
Attn: City Manager's Office
2020 Wilton Drive
Wilton Manors, FL 33305
lhenderson@wiltonmanors.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same.

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO)

By: _____

Gregory Stuart, Executive Director

This 28 day of September, 2018.

By: _____

Richard Blattner, Chair

This 28 day of September, 2018.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

By: _____

Alan L. Gabriel, BMPO General Counsel

Weiss Serota Helfman Cole & Bierman, P.L.

ALL NOTICES PERSUANT TO THIS AGREEMENT SHALL BE PROVIDED TO:

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
Trade Centre South
100 W. Cypress Creek Road
Suite 650
Fort Lauderdale, FL 33309

30-Year Financial Summary Regional Mobility and Transportation Surtax Initiative

OPERATING	
Costs	**30-Year Period**
Status Quo - Existing Transit Operations	$4,827,170,163
Paratransit Operations	$2,467,849,760
New 30-yr. Bus Service Plan	$4,410,485,324
New Light Rail Transit (LRT)	$1,417,566,886
Public Works	$210,473,592
Transit Security - Operations	$95,150,831
Total Operating Costs	$13,428,696,555
Revenues	**30-Year Period**
Status Quo - Existing Transit Operations	$4,088,261,812
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$136,635,092
Public Works	$0
State Block Grants - New Bus	$286,681,546
State Block Grants - New LRT	$92,141,848
All Other New Revenue	$351,240,271
Farebox Revenues - New Bus	$1,014,411,624
Farebox Revenues - New LRT	$212,635,033
Total Operating Revenues	$6,182,007,227
Operating Revenues Minus Operating Costs	($7,246,689,328)
New Surtax Funding for Operating	$7,246,689,328
CAPITAL	
Costs	**30-Year Period**
Status Quo - Existing Transit Capital	$962,717,549
Paratransit Vehicles	$164,268,523
New 30-yr. Bus Service Plan (New Vehicles)	$208,226,329
New 30-yr. Bus Service Plan (Replacement Vehicles)	$370,447,855
New LRT Infrastructure	$2,145,799,008
New LRT Vehicles	$194,290,841
Public Works	$1,445,131,915
New BRT/Rapid Bus Infrastructure	$396,749,505
New Transit Infrastucture (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$737,550,537
Planning Studies/Passenger Surveys	$108,244,632
Total Capital Costs	$6,733,426,694
Revenues	**30-Year Period**
Status Quo - Existing Transit Capital	$837,472,658
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$16,984,854
FTA Formula Grants (New Bus)	$142,672,770
FTA Formula Grants (New LRT)	$53,051,568
FTA State of Good Repair Formula Grants (New LRT)	$62,953,800
Other New Public Works Grants (FDOT, MPO, FHWA)	$90,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$815,141,042
Other New Disc. Grants (25% FTA + 25% FDOT)	$632,470,793
Total Capital Revenues	$2,650,747,485
Capital Revenues Minus Capital Costs	($4,082,679,210)
New Surtax Funding for Capital	$4,082,679,210
Projected 1-cent Sales Tax Revenue	$15,629,448,616
(Less 5% of Total Surtax Revenue)	($781,472,431)
Remaining Annual Surtax Revenue	$14,847,976,185
(Broward Co. Operating & Capital Deficit)	($11,329,368,538)
Total Broward Co. Contingency	$960,414,552
City Allocation (Minimum 10% of Surtax Revenue):	
Direct Funding of Community Shuttle Capital and O&M	$539,665,526
City Projects	$2,700,000,000
City Project Contingency	$100,000,000
TOTAL	$3,339,665,526

Exhibit A: Regional Mobility and Transportation Surtax Initiative

30-YEAR DETAILED PLAN

OPERATING										
Costs	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Operations	$114,302,548	$117,944,391	$120,998,506	$124,234,444	$127,011,406	$129,867,417	$132,804,761	$135,825,800	$138,932,948	$141,791,381
Paratransit Operations	$30,722,766	$32,549,604	$34,503,664	$36,644,581	$38,880,586	$41,272,626	$43,831,698	$46,578,665	$49,551,063	$52,523,664
New 30-yr. Bus Service Plan	$13,147,623	$18,341,056	$26,562,060	$38,894,543	$46,352,084	$59,535,519	$72,027,953	$80,629,668	$95,290,129	$103,798,953
New Light Rail Transit (LRT)	$0	$0	$0	$0	$6,584,227	$6,781,753	$6,985,206	$7,194,762	$25,842,110	$26,617,373
Public Works	$0	$167,350	$798,263	$1,460,824	$2,034,271	$2,726,711	$3,402,167	$3,995,275	$4,538,220	$4,900,769
Transit Security - Operations	$2,000,000	$2,060,000	$2,121,800	$2,185,454	$2,251,018	$2,318,548	$2,388,105	$2,459,748	$2,533,540	$2,609,546
Total Operating Costs	**$160,172,937**	**$171,062,403**	**$184,984,293**	**$203,419,846**	**$223,113,590**	**$242,502,575**	**$261,439,889**	**$276,683,918**	**$316,688,009**	**$332,241,685**
Revenues	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Operations	$127,446,601	$127,980,824	$128,541,022	$129,128,080	$129,339,836	$129,520,354	$129,704,276	$129,891,689	$130,082,682	$130,857,218
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$3,928,001	$3,967,281	$4,006,954	$4,047,023	$4,087,494	$4,128,369	$4,169,652	$4,211,349	$4,253,462	$4,295,997
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$854,596	$1,192,169	$1,726,534	$2,528,145	$3,012,885	$3,869,809	$4,681,817	$5,240,928	$6,193,858	$6,746,932
State Block Grants - New LRT	$0	$0	$0	$0	$427,975	$440,814	$454,038	$467,660	$1,679,737	$1,730,129
All Other New Revenue	$363,543	$408,021	$573,677	$821,600	$3,311,240	$4,118,149	$4,884,076	$5,417,051	$7,419,947	$7,981,552
Farebox Revenues - New Bus	$3,023,953	$4,218,443	$6,109,274	$8,945,745	$10,660,979	$13,693,169	$16,566,429	$18,544,824	$21,916,730	$23,873,759
Farebox Revenues - New LRT	$0	$0	$0	$0	$987,634	$1,017,263	$1,047,781	$1,079,214	$3,876,316	$3,992,606
Total Operating Revenues	**$135,616,694**	**$137,766,738**	**$140,957,461**	**$145,470,594**	**$151,828,043**	**$156,787,927**	**$161,508,069**	**$164,852,714**	**$175,422,732**	**$179,478,194**
Operating Revenues Minus Operating Costs	**($24,556,244)**	**($33,295,665)**	**($44,026,832)**	**($57,949,253)**	**($71,285,547)**	**($85,714,649)**	**($99,931,820)**	**($111,831,204)**	**($141,265,277)**	**($152,763,492)**
New Surtax Funding for Operating	**$24,556,244**	**$33,295,665**	**$44,026,832**	**$57,949,253**	**$71,285,547**	**$85,714,649**	**$99,931,820**	**$111,831,204**	**$141,265,277**	**$152,763,492**
CAPITAL										
Costs	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Capital	$28,759,760	$31,493,123	$46,573,263	$42,456,686	$25,086,583	$24,031,335	$24,220,764	$25,272,288	$26,034,737	$26,392,062
Paratransit Vehicles	$7,807,600	$3,128,280	$3,193,780	$2,040,980	$1,996,440	$1,996,440	$3,157,100	$8,771,760	$4,108,160	$4,005,980
New 30-yr. Bus Service Plan (New Vehicles)	$9,922,464	$4,542,284	$15,790,113	$8,433,090	$8,686,083	$17,893,330	$13,822,598	$7,457,621	$18,854,221	$6,473,282
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Infrastructure	$29,744,318	$89,232,955	$89,232,955	$126,331,036	$37,098,082	$222,588,490	$222,588,490	$264,342,708	$41,754,218	$250,525,306
New LRT Vehicles	$0	$0	$27,864,539	$0	$0	$0	$62,723,567	$0	$0	$0
Public Works	$0	$7,030,917	$50,284,704	$58,202,128	$49,264,418	$48,443,350	$57,251,501	$56,518,103	$42,647,172	$81,764,651
New BRT/Rapid Bus Infrastructure	$20,000,000	$20,600,000	$32,039,180	$11,364,361	$11,705,292	$20,866,933	$21,492,941	$22,137,730	$15,201,241	$15,657,278
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$31,225,000	$55,310,324	$70,482,622	$34,970,604	$11,911,260	$13,094,001	$16,880,317	$20,980,924	$17,130,861	$17,687,797
Planning Studies/Passenger Surveys	$2,278,222	$2,343,479	$2,413,783	$2,486,197	$2,560,782	$2,637,606	$2,716,734	$2,798,236	$2,882,183	$2,968,649
Total Capital Costs	**$129,734,364**	**$214,581,410**	**$337,874,938**	**$286,345,082**	**$148,308,939**	**$351,551,485**	**$424,854,012**	**$408,279,369**	**$168,612,794**	**$405,475,006**
Revenues	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Capital	$25,416,010	$25,282,810	$25,403,100	$25,527,011	$24,649,256	$24,750,552	$24,854,887	$24,962,352	$25,073,010	$25,399,777
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$86,989	$117,817	$165,582	$233,397	$271,486	$310,542	$399,871	$434,521	$498,462	$527,114
FTA Formula Grants (New Bus)	$730,710	$989,659	$1,390,885	$1,960,533	$2,280,485	$2,860,555	$3,358,914	$3,649,077	$4,187,080	$4,427,754
FTA Formula Grants (New LRT)	$0	$0	$0	$0	$390,187	$390,187	$390,187	$390,187	$1,346,330	$1,346,330
FTA State of Good Repair Formula Grants (New LRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$19,476,493	$19,476,493	$116,858,957	$149,788,830	$132,516,789	$15,657,832	$93,946,990
Other New Disc. Grants (25% FTA + 25% FDOT)	$0	$0	$0	$0	$0	$25,927,132	$26,097,928	$25,288,137	$25,593,162	$10,909,179
Total Capital Revenues	**$29,233,709**	**$29,390,285**	**$29,959,567**	**$50,197,434**	**$50,067,908**	**$174,127,926**	**$207,890,616**	**$190,241,963**	**$75,355,905**	**$148,557,144**
Capital Revenues Minus Capital Costs	**($100,500,655)**	**($185,191,125)**	**($307,915,371)**	**($236,147,648)**	**($98,241,031)**	**($177,423,559)**	**($216,963,396)**	**($218,037,406)**	**($93,256,888)**	**($256,917,862)**
New Surtax Funding for Capital	**$100,500,655**	**$185,191,125**	**$307,915,371**	**$236,147,648**	**$98,241,031**	**$177,423,559**	**$216,963,396**	**$218,037,406**	**$93,256,888**	**$256,917,862**
Projected 1-cent Sales Tax Revenue	**$202,998,260**	**$357,392,936**	**$367,042,845**	**$376,952,694**	**$387,130,417**	**$397,582,938**	**$408,317,677**	**$419,342,255**	**$430,664,495**	**$442,292,437**
(Less 5% of Total Surtax Revenue)	**($10,149,913)**	**($17,869,647)**	**($18,352,127)**	**($18,847,635)**	**($19,356,521)**	**($19,879,147)**	**($20,415,884)**	**($20,967,113)**	**($21,533,225)**	**($22,114,622)**
Remaining Annual Surtax Revenue	**$192,848,347**	**$339,523,289**	**$348,690,418**	**$358,105,059**	**$367,773,896**	**$377,703,791**	**$387,901,793**	**$398,375,142**	**$409,131,271**	**$420,177,815**
(Broward Co. Operating & Capital Deficit)	**($125,056,899)**	**($218,486,790)**	**($351,942,203)**	**($294,096,901)**	**($169,526,579)**	**($263,138,208)**	**($316,895,216)**	**($329,868,010)**	**($234,322,165)**	**($409,681,354)**
Total Broward Co. Contingency	**$0**	**$10,149,913**	**$17,869,647**	**$24,979,613**	**$25,475,121**	**$25,984,007**	**$26,506,633**	**$27,043,370**	**$27,594,599**	**$28,160,741**
City Allocation (Minimum 10% of Surtax Revenue):										
Direct Funding of Community Shuttle Capital and O&M	**$13,294,397**	**$10,501,359**	**$11,473,843**	**$10,915,028**	**$12,637,660**	**$17,088,392**	**$10,693,690**	**$16,350,432**	**$12,915,224**	**$14,111,379**
City Projects	**$0**	**$122,744,798**	**$23,395,199**	**$42,298,979**	**$174,815,505**	**$86,683,039**	**$49,518,735**	**$41,361,948**	**$69,598,661**	**$27,906,402**
City Project Contingency	**$0**	**$4,166,666**	**$0**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$0**
TOTAL	**$13,294,397**	**$137,412,723**	**$34,869,042**	**$57,380,673**	**$191,619,831**	**$107,938,097**	**$64,379,091**	**$61,879,048**	**$86,680,551**	**$42,017,781**

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING										
Costs	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Operations	$144,712,450	$147,697,535	$150,748,011	$153,865,406	$157,051,097	$160,306,614	$163,633,486	$167,033,276	$170,507,582	$174,058,032
Paratransit Operations	$55,678,645	$59,027,320	$62,581,712	$66,354,593	$70,359,531	$74,610,941	$79,124,150	$83,915,423	$89,002,056	$94,402,421
New 30-yr. Bus Service Plan	$110,339,050	$122,655,313	$129,056,633	$133,654,311	$143,829,396	$151,118,364	$156,445,253	$169,384,635	$177,716,074	$183,914,457
New Light Rail Transit (LRT)	$27,415,894	$28,238,371	$49,830,343	$51,325,253	$52,865,011	$54,450,961	$62,824,257	$64,708,985	$66,650,254	$68,649,762
Public Works	$5,131,193	$5,609,645	$6,143,431	$6,266,147	$6,783,973	$7,328,356	$7,671,828	$8,210,069	$8,672,196	$9,035,002
Transit Security - Operations	$2,687,833	$2,768,468	$2,851,522	$2,937,067	$3,025,179	$3,115,935	$3,209,413	$3,305,695	$3,404,866	$3,507,012
Total Operating Costs	**$345,965,065**	**$366,076,652**	**$401,211,682**	**$414,402,778**	**$433,914,189**	**$450,931,173**	**$472,908,387**	**$496,558,084**	**$515,953,028**	**$533,566,687**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Operations	$131,641,321	$132,435,145	$133,238,851	$134,052,600	$134,876,560	$135,710,901	$136,555,797	$137,411,428	$138,277,976	$139,155,627
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,338,957	$4,382,346	$4,426,170	$4,470,432	$4,515,136	$4,560,287	$4,605,890	$4,651,949	$4,698,469	$4,745,453
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$7,172,038	$7,972,595	$8,388,681	$8,687,530	$9,348,911	$9,822,694	$10,168,941	$11,010,001	$11,551,545	$11,954,440
State Block Grants - New LRT	$1,782,033	$1,835,494	$3,238,972	$3,336,141	$3,436,226	$3,539,312	$4,083,577	$4,206,084	$4,332,267	$4,462,235
All Other New Revenue	$8,426,567	$9,219,729	$10,904,310	$11,274,998	$11,983,175	$12,521,116	$13,348,735	$14,243,959	$14,866,272	$15,364,274
Farebox Revenues - New Bus	$25,377,982	$28,210,722	$29,683,026	$30,740,492	$33,080,761	$34,757,224	$35,982,408	$38,958,466	$40,874,697	$42,300,325
Farebox Revenues - New LRT	$4,112,384	$4,235,756	$7,474,551	$7,698,788	$7,929,752	$8,167,644	$9,423,639	$9,706,348	$9,997,538	$10,297,464
Total Operating Revenues	**$182,851,282**	**$188,291,788**	**$197,354,561**	**$200,260,981**	**$205,170,520**	**$209,079,178**	**$214,168,988**	**$220,188,235**	**$224,598,762**	**$228,279,818**
Operating Revenues Minus Operating Costs	**($163,113,783)**	**($177,784,864)**	**($203,857,121)**	**($214,141,797)**	**($228,743,668)**	**($241,851,996)**	**($258,739,399)**	**($276,369,849)**	**($291,354,266)**	**($305,286,869)**
New Surtax Funding for Operating	**$163,113,783**	**$177,784,864**	**$203,857,121**	**$214,141,797**	**$228,743,668**	**$241,851,996**	**$258,739,399**	**$276,369,849**	**$291,354,266**	**$305,286,869**
CAPITAL										
Costs	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Capital	$26,941,159	$27,503,089	$28,078,183	$28,666,779	$29,269,227	$29,885,885	$30,517,122	$31,163,315	$31,824,855	$32,502,140
Paratransit Vehicles	$4,166,219	$4,332,868	$4,506,183	$4,686,430	$4,873,887	$5,068,843	$5,271,596	$5,482,460	$5,701,759	$5,929,829
New 30-yr. Bus Service Plan (New Vehicles)	$0	$15,261,123	$3,929,739	$0	$15,008,617	$4,294,132	$0	$16,400,321	$4,692,314	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$14,147,061	$6,476,210	$22,512,926	$12,023,570	$12,384,277	$25,511,611	$19,707,710	$10,632,784
New LRT Infrastructure	$250,525,306	$264,090,798	$13,565,492	$81,392,952	$81,392,952	$81,392,952	$0	$0	$0	$0
New LRT Vehicles	$70,595,927	$0	$0	$0	$33,106,808	$0	$0	$0	$0	$0
Public Works	$48,725,088	$16,527,101	$49,295,552	$40,118,604	$72,989,863	$71,712,512	$54,656,088	$35,891,831	$83,194,742	$34,530,854
New BRT/Rapid Bus Infrastructure	$16,126,997	$27,684,677	$28,515,218	$32,307,742	$15,125,897	$15,579,674	$19,256,477	$16,528,476	$17,024,331	$17,535,061
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$13,781,862	$14,195,318	$18,673,190	$22,385,463	$18,765,245	$19,250,594	$16,456,265	$16,949,952	$22,296,766	$26,729,414
Planning Studies/Passenger Surveys	$3,057,708	$3,149,439	$3,243,923	$3,341,240	$3,441,477	$3,544,722	$3,651,063	$3,760,595	$3,873,413	$3,989,616
Total Capital Costs	**$433,920,267**	**$372,744,414**	**$163,954,540**	**$219,379,420**	**$296,506,899**	**$242,752,883**	**$142,193,788**	**$151,691,565**	**$188,315,898**	**$131,849,697**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Capital	$25,732,061	$26,070,017	$26,413,771	$26,763,454	$27,119,201	$27,481,148	$27,849,438	$28,224,214	$28,605,627	$28,993,830
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$543,982	$587,032	$599,663	$602,934	$629,903	$642,934	$648,805	$678,814	$691,415	$694,716
FTA Formula Grants (New Bus)	$4,869,417	$4,931,069	$5,037,166	$5,064,612	$5,291,187	$5,397,284	$5,424,761	$5,702,041	$5,808,138	$5,835,615
FTA Formula Grants (New LRT)	$1,346,330	$1,346,330	$2,327,272	$2,327,272	$2,327,272	$2,327,272	$2,628,315	$2,628,315	$2,628,315	$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	$0	$709,800	$709,800	$709,800	$709,800	$2,475,200	$2,475,200	$2,475,200	$2,475,200	$4,240,600
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$120,420,463	$93,946,990	$0	$0	$7,911,096	$8,179,329	$10,109,651	$8,677,450	$8,937,774	$9,205,907
Other New Disc. Grants (25% FTA + 25% FDOT)	$14,954,430	$28,570,559	$32,617,604	$30,584,708	$28,153,394	$17,784,148	$14,420,221	$29,430,042	$23,348,400	$18,681,099
Total Capital Revenues	**$170,866,713**	**$159,161,797**	**$70,720,276**	**$69,052,810**	**$75,171,884**	**$67,286,915**	**$66,553,440**	**$80,816,977**	**$75,494,899**	**$73,280,081**
Capital Revenues Minus Capital Costs	**($263,353,554)**	**($213,582,617)**	**($93,234,265)**	**($150,322,609)**	**($221,335,015)**	**($175,465,967)**	**($75,640,348)**	**($70,874,588)**	**($112,820,999)**	**($58,569,616)**
New Surtax Funding for Capital	**$263,353,554**	**$213,582,617**	**$93,234,265**	**$150,322,609**	**$221,335,015**	**$175,465,967**	**$75,640,348**	**$70,874,588**	**$112,820,999**	**$58,569,616**
Projected 1-cent Sales Tax Revenue	**$454,234,333**	**$466,498,660**	**$479,094,123**	**$492,029,665**	**$505,314,466**	**$518,957,956**	**$532,969,821**	**$547,360,006**	**$562,138,728**	**$577,316,472**
(Less 5% of Total Surtax Revenue)	**($22,711,717)**	**($23,324,933)**	**($23,954,706)**	**($24,601,483)**	**($25,265,723)**	**($25,947,898)**	**($26,648,491)**	**($27,368,000)**	**($28,106,936)**	**($28,865,824)**
Remaining Annual Surtax Revenue	**$431,522,616**	**$443,173,727**	**$455,139,417**	**$467,428,181**	**$480,048,742**	**$493,010,058**	**$506,321,330**	**$519,992,006**	**$534,031,790**	**$548,450,648**
(Broward Co. Operating & Capital Deficit)	**($426,467,337)**	**($391,367,481)**	**($297,091,386)**	**($364,464,407)**	**($450,078,713)**	**($417,317,963)**	**($334,379,747)**	**($347,244,437)**	**($404,178,269)**	**($303,836,485)**
Total Broward Co. Contingency	**$27,169,901**	**$30,200,589**	**$30,663,240**	**$30,882,192**	**$31,228,969**	**$31,893,209**	**$32,575,384**	**$33,275,977**	**$33,995,486**	**$34,734,422**
City Allocation (Minimum 10% of Surtax Revenue):										
Direct Funding of Community Shuttle Capital and O&M	**$13,424,108**	**$15,542,728**	**$21,016,567**	**$13,151,890**	**$20,108,969**	**$15,884,097**	**$17,355,217**	**$16,509,960**	**$19,118,595**	**$25,847,726**
City Projects	**$29,728,154**	**$28,774,645**	**$128,526,492**	**$60,982,888**	**$21,268,419**	**$49,013,847**	**$143,792,214**	**$145,443,457**	**$99,946,779**	**$147,952,285**
City Project Contingency	**$0**	**$0**	**$4,166,666**	**$4,166,666**	**$0**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**
TOTAL	**$43,152,262**	**$44,317,373**	**$150,709,724**	**$78,301,444**	**$41,377,388**	**$69,064,610**	**$165,314,097**	**$166,120,083**	**$123,229,039**	**$177,966,678**

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING										
Costs	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Operations	$177,686,291	$181,394,059	$185,183,069	$189,055,094	$193,011,942	$197,055,457	$201,187,525	$205,410,069	$209,725,053	$214,134,478
Paratransit Operations	$100,136,039	$106,223,653	$112,687,301	$119,550,402	$126,837,837	$134,576,017	$142,793,125	$151,518,924	$160,785,165	$170,625,554
New 30-yr. Bus Service Plan	$199,010,160	$208,562,528	$215,766,651	$222,239,651	$233,610,911	$241,685,244	$248,935,801	$260,644,202	$269,594,632	$277,682,471
New Light Rail Transit (LRT)	$70,709,255	$72,830,532	$75,015,448	$77,265,912	$79,583,889	$81,971,406	$84,430,548	$86,963,465	$89,572,369	$92,259,540
Public Works	$9,380,205	$9,910,878	$10,515,375	$10,766,733	$11,357,078	$11,582,446	$12,488,216	$12,715,915	$12,725,411	$14,075,645
Transit Security - Operations	$3,612,222	$3,720,589	$3,832,207	$3,947,173	$4,065,588	$4,187,556	$4,313,183	$4,442,578	$4,575,855	$4,713,131
Total Operating Costs	**$560,564,172**	**$582,642,239**	**$603,000,052**	**$622,824,964**	**$648,497,246**	**$671,058,156**	**$694,148,399**	**$721,695,153**	**$746,978,485**	**$773,490,819**
Revenues	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Operations	$140,044,574	$140,945,013	$141,857,144	$142,781,172	$143,717,310	$144,665,772	$145,626,779	$146,600,557	$147,587,340	$148,587,364
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,792,908	$4,840,837	$4,889,245	$4,938,138	$4,987,519	$5,037,394	$5,087,768	$5,138,646	$5,190,032	$5,241,933
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$12,937,610	$13,556,564	$14,024,832	$14,445,577	$15,186,659	$15,709,541	$16,180,827	$16,941,873	$17,523,651	$18,049,361
State Block Grants - New LRT	$4,596,102	$4,733,985	$4,876,004	$5,022,284	$5,172,953	$5,328,141	$5,487,986	$5,652,625	$5,822,204	$5,996,870
All Other New Revenue	$16,401,698	$17,106,819	$17,676,858	$18,207,164	$19,037,423	$19,670,652	$20,260,772	$21,123,015	$21,824,571	$22,479,309
Farebox Revenues - New Bus	$45,779,237	$47,969,381	$49,626,330	$51,115,120	$53,737,410	$55,587,606	$57,255,234	$59,948,166	$62,006,765	$63,866,968
Farebox Revenues - New LRT	$10,606,388	$10,924,580	$11,252,317	$11,589,887	$11,937,583	$12,295,711	$12,664,582	$13,044,520	$13,435,855	$13,838,931
Total Operating Revenues	**$235,158,517**	**$240,077,179**	**$244,202,731**	**$248,099,342**	**$253,776,857**	**$258,294,817**	**$262,563,948**	**$268,449,402**	**$273,390,419**	**$278,060,735**
Operating Revenues Minus Operating Costs	**($325,405,655)**	**($342,565,060)**	**($358,797,321)**	**($374,725,622)**	**($394,720,389)**	**($412,763,339)**	**($431,584,451)**	**($453,245,750)**	**($473,588,065)**	**($495,430,083)**
New Surtax Funding for Operating	**$325,405,655**	**$342,568,060**	**$358,797,321**	**$374,725,622**	**$394,720,389**	**$412,763,339**	**$431,584,451**	**$453,245,750**	**$473,588,065**	**$495,430,083**
CAPITAL										
Costs	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Capital	$33,195,582	$33,905,603	$34,632,637	$35,377,130	$36,139,540	$36,920,339	$37,720,012	$38,539,055	$39,377,981	$40,237,317
Paratransit Vehicles	$6,167,022	$6,413,703	$6,670,251	$6,937,061	$7,214,544	$7,503,125	$7,803,250	$8,115,380	$8,439,996	$8,777,595
New 30-yr. Bus Service Plan (New Vehicles)	$19,912,304	$5,127,418	$0	$0	$5,602,868	$0	$0	$6,122,406	$0	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$26,881,611	$9,229,353	$0	$21,758,712	$25,773,195	$9,233,527	$53,496,748	$23,265,141	$17,657,018	$59,756,393
New LRT Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Vehicles	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Works	$49,348,155	$29,636,947	$36,797,441	$55,420,928	$57,497,386	$56,882,285	$49,060,099	$10,439,887	$53,174,000	$86,861,706
New BRT/Rapid Bus Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$22,430,565	$22,986,215	$19,649,640	$25,848,063	$26,455,236	$26,139,117	$26,783,268	$27,446,743	$29,961,989	$30,668,870
Planning Studies/Passenger Surveys	$4,109,304	$4,232,583	$4,359,561	$4,490,347	$4,625,058	$4,763,810	$4,906,724	$5,053,926	$5,205,543	$5,361,710
Total Capital Costs	**$162,044,543**	**$111,531,823**	**$102,109,530**	**$149,832,242**	**$163,307,827**	**$141,442,203**	**$179,770,101**	**$118,982,538**	**$153,816,527**	**$231,663,591**
Revenues	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Capital	$29,388,978	$29,791,235	$30,200,765	$30,617,739	$31,012,331	$31,474,722	$31,915,096	$32,363,643	$32,820,556	$33,286,038
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$729,916	$742,547	$745,818	$745,818	$761,227	$764,498	$764,498	$777,128	$780,399	$780,399
FTA Formula Grants (New Bus)	$6,131,294	$6,237,391	$6,264,868	$6,264,868	$6,394,303	$6,421,780	$6,421,780	$6,527,877	$6,555,353	$6,555,353
FTA Formula Grants (New LRT)	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	$4,240,600	$4,240,600	$4,240,600	$4,750,200	$4,750,200	$4,750,200	$4,750,200	$4,750,200	$4,750,200	$4,750,200
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Disc. Grants (25% FTA + 25% FDOT)	$34,612,240	$18,671,493	$9,824,820	$23,803,387	$28,915,650	$17,686,322	$40,140,006	$28,417,145	$23,811,003	$45,212,631
Total Capital Revenues	**$80,731,343**	**$65,311,581**	**$56,905,186**	**$71,810,327**	**$77,492,025**	**$66,725,837**	**$89,619,896**	**$78,464,307**	**$74,345,827**	**$96,212,937**
Capital Revenues Minus Capital Costs	**($81,313,200)**	**($46,220,242)**	**($45,204,344)**	**($78,021,915)**	**($85,815,802)**	**($74,716,367)**	**($90,150,205)**	**($40,518,231)**	**($79,473,700)**	**($135,450,654)**
New Surtax Funding for Capital	**$81,313,200**	**$46,220,242**	**$45,204,344**	**$78,021,915**	**$85,815,802**	**$74,716,367**	**$90,150,205**	**$40,518,231**	**$79,473,700**	**$138,450,654**
Projected 1-cent Sales Tax Revenue	**$592,904,017**	**$608,912,425**	**$625,353,061**	**$642,237,593**	**$659,578,008**	**$677,386,615**	**$695,676,053**	**$714,459,307**	**$733,749,708**	**$753,560,950**
(Less 5% of Total Surtax Revenue)	**($29,645,201)**	**($30,445,621)**	**($31,267,653)**	**($32,111,880)**	**($32,978,900)**	**($33,869,331)**	**($34,783,803)**	**($35,722,965)**	**($36,687,485)**	**($37,678,047)**
Remaining Annual Surtax Revenue	**$563,258,816**	**$578,466,804**	**$594,085,408**	**$610,125,714**	**$626,599,108**	**$643,517,284**	**$660,892,250**	**$678,736,341**	**$697,062,222**	**$715,882,902**
(Broward Co. Operating & Capital Deficit)	**($406,718,855)**	**($388,785,302)**	**($404,001,665)**	**($452,747,537)**	**($480,530,190)**	**($487,479,706)**	**($521,734,656)**	**($493,763,981)**	**($553,061,765)**	**($630,880,738)**
Total Broward Co. Contingency	**$35,493,310**	**$36,272,687**	**$37,073,107**	**$37,895,139**	**$38,739,366**	**$39,606,386**	**$40,496,817**	**$41,411,289**	**$42,350,481**	**$43,314,971**
City Allocation (Minimum 10% of Surtax Revenue):										
Direct Funding of Community Shuttle Capital and O&M	**$16,175,166**	**$24,731,495**	**$19,535,435**	**$21,344,727**	**$20,305,168**	**$23,509,770**	**$31,789,443**	**$19,893,414**	**$30,416,619**	**$24,026,126**
City Projects	**$129,570,643**	**$154,155,855**	**$159,754,159**	**$125,739,297**	**$114,963,598**	**$121,733,656**	**$96,574,000**	**$154,284,794**	**$102,789,686**	**$50,181,870**
City Project Contingency	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,682**
TOTAL	**$149,912,475**	**$183,054,016**	**$183,456,256**	**$150,750,691**	**$139,435,432**	**$149,410,092**	**$132,530,109**	**$178,344,874**	**$137,372,971**	**$78,374,679**

Exhibit B - Reporting Requirements

The County and each Municipality shall submit to the Oversight Board an annual detailed report of the progress made in carrying out their respective projects funded through the surtax. The report shall be audited by an independent CPA, with an opinion as to whether the financial information is presented in accordance with Generally Accepted Accounting Principles and whether the projects are in accordance with the ILA. The audit shall contain sufficient information for the Oversight Board to determine if the project expenditures conform to this Agreement and applicable law. In this regard, the report must include cumulative financial information for each individual project undertaken pursuant to this Agreement.

The annual report must conform to the report format presented below and must include the following three sections:

Section One presents expenditures for the current year and the cumulative expenditures for each project as follows:

1) A description of the project;
2) The projected costs of the project as originally approved by the Oversight Board;
3) The cumulative expenditures for the project up to the beginning of the year being reported;
4) The expenditures for the project for the current report year; and
5) The total cumulative expenditures for the project as of the end of the current year being reported.

Section Two presents the Statement of Revenue, Expenditures, and Changes in Fund Balance for the separate account/fund established for any and all Surtax funds received pursuant to this Agreement, and includes:

1) Revenue received by source;
2) The project expenditures;
3) Administrative costs including, as applicable, salaries, contractual services, and capital outlay;
4) Debt service, including principal and interest;
5) Other expenditures; and
6) The beginning and ending fund balances.

Section Three presents the Balance Sheet for the Surtax fund.

The annual report should include appropriate footnote disclosures in support of the items presented in sections one to three and include disclosure of any issue of noncompliance with this Agreement or applicable law. The following is a sample format of the required report.

Sample Format for Financial Information for the Annual Report
XYZ Municipality/County Receiving Surtax Funding for Fiscal Year Ended September 30, 201x

Section I: Project Expenditures (to include detail on Project components of each approved project)

Description Project	Project Budget	Expenditures through Prior FY	Current Expenditures	Cumulative Expenditures
Project 1 (Show detail of expenditures by budget line item	##	##	##	##
Project 2 (Show detail of expenditures by budget line item)	##	##	##	##
Total	##	##	##	##

Section II: Statement of Revenue, Expenditures & Changes in Fund Balance

Revenues:	
Surtax Receipts	$ #,###,###
Other	#,###,###
Interest	#,###
Total Revenues	$ #,###,###
Project/Activity Expenditures (total from Section I, Current Expenditures)	$ #,###,###
Administrative Costs:	
Salaries	###,###
Contractual Services	###,###
Capital Outlay	###,###
Total Administrative Costs	###,###
Debt Service:	
	###,###
Principal	###,###
Interest	###,###
Total Debt Service	###,###
Other Expenditures	###,###
Total Expenditures	###,###
Excess of Revenues Over Expenditures	###,###
Fund Balance October 1	###,###
Fund Balance September 30	###,###

Section III: Balance Sheet

Assets (in detail)	$ ##,###,###
Liabilities and Fund Balances (in detail)	$ ##,###,###

CITY CLERK
CITY OF SUNRISE
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SUNRISE, FLORIDA

RESOLUTION NO. 18-110

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT" AMONG BROWARD COUNTY, THE CITY OF SUNRISE PARTICIPATING MUNICIPALITIES AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 11, 2018, via Resolution No. 18-107, the Sunrise City Commission approved the Transportation System Surtax Interlocal Agreement, which was not executed as the County subsequently provided us a revised draft.

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

Section 1. A "Transportation System Surtax Interlocal Agreement" (Agreement) among Broward County, City of Sunrise, participating municipalities and the Broward County Metropolitan Planning Organization is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

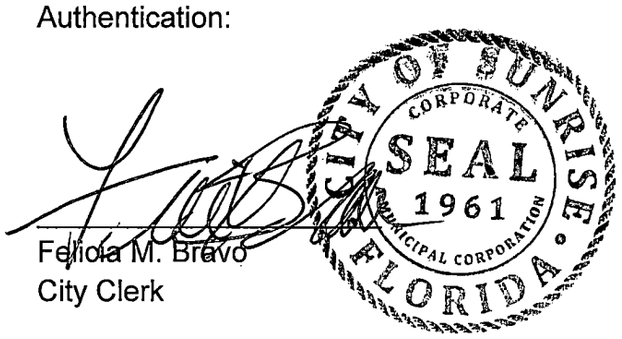
Section 2. The Mayor is hereby authorized to execute the Agreement.

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

PASSED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2018.

Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk

MOTION: KERCH
SECOND: SOFIELD

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

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

Kimberly A. Kisslan

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Transportation System Surtax Interlocal Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the municipalities that formally approve this Agreement and execute and return to the County a signature page bearing the above legend, each of which is a municipal corporation within Broward County existing under the laws of the State of Florida (collectively, the "Municipalities"), and the Broward County Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO").

Recitals

A. Because of the urgent need for transportation system improvements, the County Commission voted on June 5, 2018, to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%) (the "Ballot Proposal"). On June 5, 2018, the County Commission also enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances, and which, among other things:

1. Levied the surtax subject to subsequent voter approval;

2. Established a transportation surtax trust fund into which all surtax proceeds will be deposited;

3. Established an independent oversight board (the "Oversight Board") to ensure transparency and objectivity in the review of applications for funding from surtax proceeds;

4. Established a seven (7) member entity (the "Appointing Authority") to appoint the members of the Oversight Board. One of the members is a designee of the Broward League of Cities; and

5. Provided a process by which any municipality within Broward County may apply for project funding from surtax proceeds, which process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

CITY CLERK
CITY OF SUNRISE
18 SEP 27 PM 12:30

B. The County and the Municipalities enter into this Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of their mutual residents and visitors, including by educating the electorate, consistent with state law requirements, on the critical importance of the Ballot Proposal.

C. The County Commission, the governing body of each of the Municipalities, and the MPO enter into this Agreement on behalf of their respective entities after having made the following findings:

1. Without a dedication of substantial new revenues, the existing transit system within Broward County will not be sustainable, alternative modes of transportation will not be realized, and traffic congestion will continue to worsen;

2. The ten-year Transportation Development Plan approved by the County Commission on January 9, 2018, identifies that the County's transit system will be substantially underfunded by 2025, despite the current dedication of substantial *ad valorem* tax revenues to subsidize transit operations;

3. The proposed transportation surtax would enable the advancement of transportation and premium transit projects presently identified in the MPO's Commitment 2045 Metropolitan Transportation Plan and the current five-year Transportation Improvement Program, and would provide funding for roadway capital investment projects that would improve safety, reduce congestion, and advance multimodal mobility options for residents and visitors, which projects are currently infeasible for reasons including a lack of dedicated revenue for operations and maintenance; and

4. Critically, the proposed transportation surtax would provide a dedicated funding source that would enable the County to leverage revenues contributed by residents and visitors to obtain federal transportation grants available only to grant applicants that can demonstrate the financial resources to build, operate, and maintain, through their useful lives, major transportation projects, thereby bringing back to Broward County more of the tax dollars paid by local residents and businesses that would otherwise be allocated to other counties and states. The proposed surtax would enable the County to compete directly for, and work collaboratively with other governmental and private partners to acquire, certain discretionary state and federal funding to advance the mobility goals of the region.

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

Agreement

I. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

II. Applications for Funding. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which will be considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent

with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects, with an estimated total cost of $2.8 billion (including the City Project Contingency). All of these projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below.

III. Eligibility. While the Transportation Surtax Ordinance prioritizes funding for municipal projects that will relieve traffic congestion and increase connectivity, the following municipal projects may be considered for funding:

A. Street lighting - Improvements to lighting systems along a public road that illuminate the right-of-way for vehicles, pedestrians, and bicyclists. A lighting justification report consistent with Broward County and FDOT policies is required for these improvements to be considered;

B. Drainage - Improvements to a public road storm water system that address drainage deficiencies, provided the drainage improvements only address storm water runoff from a public roadway. Improvements to address runoff from private roads and developments are not eligible;

C. Buffer/Sound Walls - Improvements that are consistent with the Florida Department of Transportation's noise decibel level criteria;

D. Fiber-optic - Improvements supporting only communications for the public transportation system, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). Shared conduit may not be considered for surtax funding;

E. Landscaping - Only improvements within the public road right-of-way that meet the applicable design criteria may be considered for funding;

F. Parking - Improvements used for park-and-ride or other transit-oriented development parking that serves the public. Garages directly related to a transportation project that serves the public will be considered, provided the parking fees do not exceed costs associated with securing, operating, and maintaining the facility; and

G. Road Improvements - Resurfacing and road repairs, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the MPO agrees to review, rank, and prioritize the projects based upon each project's ability to alleviate traffic congestion and enhance connectivity. The parties hereto acknowledge that the MPO might lack adequate resources to review, rank, and prioritize

the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County, MPO, and Municipalities representing a majority of the population of Broward County entering into a separate agreement to establish the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects.

V. Surtax Proceeds for Submitted Municipal Projects.

A. If the proposed surtax levy is approved by the voters in the November 6, 2018, election, the net amount of transportation surtax proceeds the County receives from the Florida Department of Revenue ("FDOR") shall be defined as the "Transportation Surtax Proceeds." The amount of Transportation Surtax Proceeds currently estimated to be received during the thirty-year levy is approximately $15.6 billion.

B. Section 212.055, Florida Statutes, which authorizes the levy of the proposed surtax, was recently amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." In connection with that audit, the County submitted to the state's Office of Program Policy Analysis and Government Accountability a table attached hereto as Exhibit A (the "Table"). The Table shows the amount of Transportation Surtax Proceeds currently projected to be received by the County and the current intended use of such proceeds.

C. The row of the Table titled "City Projects" represents the County's current estimate of the amount of money available and intended in good faith to be utilized during the thirty-year tax levy to fund Submitted Municipal Projects approved by the Oversight Board (a separate row of the Table addresses Community Bus Service).

D. Consistent with Section 212.055(1)(d), Florida Statutes, the County Commission hereby determines it appropriate and the County hereby commits that, for each applicable year during which Transportation Surtax Proceeds are received by the County, an amount equal to a minimum of ten percent (10%) of the Transportation Surtax Proceeds received by the County that year, less the amount directly paid from Transportation Surtax Proceeds for Community Bus Service as outlined below, shall be used to fund Submitted Municipal Projects in the order of ranking by the MPO (with the highest-ranked project receiving the first funding). The timing and process of providing such funding shall be consistent with applicable law including Section 129.01, Florida Statutes. If there is insufficient funding remaining within such ten percent (10%) commitment (less Community Bus Service funding) to fund the highest-ranked Submitted Municipal Project that remains unfunded (i.e., the next project that would receive funding), the County Commission may, at its option, either (i) exceed the ten percent (10%) commitment (less Community Bus Service funding) by funding the highest-ranked unfunded project or (ii) not fund that project and add the difference between the amount

of funding provided and the ten percent (10%) commitment (less Community Bus Service funding) to the amount to be funded the following year. Notwithstanding anything in this Agreement to the contrary, no Transportation Surtax Proceeds may be used to fund any Submitted Municipal Project: (i) submitted by a municipality that is not a party to this Agreement; (ii) that has not been approved by the Oversight Board; or (iii) to the extent utilization of Transportation Surtax Proceeds on such project would be impermissible under applicable law. Additionally, this ten percent (10%) commitment shall be reduced in any year to the extent requested expenditures for Submitted Municipal Projects prioritized by the MPO are below ten percent (10%) of Transportation Surtax Proceeds received during such year less Community Bus Service funding for such year. Funding of Submitted Municipal Projects and Community Bus Service shall be accomplished through interlocal agreements between the County and the applicable Municipalities. The unincorporated area of the County shall be considered a municipality eligible to receive funding committed under this section, and projects proposed on behalf of the unincorporated area of the County shall constitute Submitted Municipal Projects. Each Municipality agrees to keep any and all Transportation Surtax Proceeds it receives in a segregated financial account, and agrees not to comingle such proceeds with any other funds.

E. Community Bus Service. Transportation Surtax Proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service, subject to the following conditions and subject to such expenditures being approved by the Oversight Board. Funding of Community Bus Service is not subject to any review or ranking by the MPO. To receive surtax funding, the Community Bus Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route (the County has the discretion to increase this standard based on future population and ridership growth, in which event the increased standard must be met to be eligible for surtax funding). Notwithstanding anything to the contrary stated in this Agreement, the County shall not be obligated to fund in any year Community Bus Service in an amount exceeding ten percent (10%) of the Transportation Surtax Proceeds received by the County during that year.

F. Potential Limitation for Calendar Year 2019. Notwithstanding anything in this Agreement to the contrary, if the MPO is unable to review, rank, and prioritize Submitted Municipal Projects prior to calendar year 2020, the County shall fund during calendar year 2019 the Community Bus Service described in paragraph E above, and the differential (the amount of the ten percent commitment less the amount of 2019 surtax funding for such Community Bus Service) shall be added to the funding for Submitted Municipal Projects in 2020.

VI. Condition Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective. This Agreement shall become effective only if, on or before September 30, 2018, the MPO and municipalities representing a majority of the population of Broward County formally approve, execute, and return the executed Agreement to the County, with a contemporaneous copy e-mailed to the County

Administrator and County Attorney at the e-mail addresses provided below. Any municipality may join the Agreement after it becomes effective. No municipality is eligible to receive any Transportation Surtax Proceeds prior to that municipality becoming a party to this Agreement. Additionally, if a municipality has not joined the Agreement on or before September 30, 2018, that municipality shall not be eligible to receive any Transportation Surtax Proceeds received by the County in 2019 (whether or not such proceeds are added to the 2020 funding as referenced in paragraph F above).

VII. Reporting, Audit, and Related Requirements. The County and each Municipality receiving funding pursuant to this Agreement agree to fully comply with the Reporting Requirements specified on Exhibit B, agree to fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-75, Broward County Code of Ordinances, as same may be amended by the County (provided that such amendment(s) apply equally to the County), and agree that all of their respective expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with the conditions, if any, of the approval received by the Oversight Board. The obligations stated in this paragraph shall survive expiration or earlier termination of this Agreement.

VIII. Term of Agreement. This Agreement shall remain in full force and effect until all Transportation Surtax Proceeds received by any party pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each applicable party's final audit. If the Ballot Measure is not approved by majority vote in connection with the November 6, 2018, election, this Agreement shall be null and void *ab initio*.

IX. No Impact on Future Levies. Nothing in this Agreement shall impact in any way, whatsoever, any future ballot question (whether placed on a ballot in 2019 or any time thereafter) seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

X. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Agreement shall be met solely through the use of Transportation Surtax Proceeds, and funding provided shall be consistent with applicable law including Section 129.01, Florida Statutes.

XI. Pledge of Support. To the full extent permissible under applicable law, all parties pledge to support the approval of the Ballot Measure and agree to work cooperatively to enhance the regional transportation system. Nothing stated in this section shall be interpreted to impede the free speech rights of any individual.

XII. Amendment. This Agreement may be amended by a written document formally approved by the County and by such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are a party to the Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of any amendment shall only be required if

the amendment purports to modify any express obligation of the MPO hereunder. Any properly approved amendment shall be binding on all parties hereto.

XIII. Governing Law, Venue, and 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 parties agree that 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. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XIV. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XV. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XVI. Notices. Any notice under this Agreement shall be provided by email to the following recipients:

As to the County:	Broward County Administrator Current e-mail: bhenry@broward.org
With a copy to:	Broward County Attorney Current e-mail: ameyers@broward.org
As to Municipality:	Manager/Administrator Name and current e-mail provided on signature page
With a copy to:	Municipal Attorney Name and current e-mail provided on signature page
MPO:	MPO Executive Director Current e-mail: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Current e-mail: agabriel@wsh-law.com

A party's notice address may be changed at any time by that party, provided that party provides notice of such change consistent with the requirements of this section.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any other agreement, representation, or communication, whether oral or written, between the parties relating to the subject matter of this Agreement.

XVIII. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XIX. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party.

XX. Severability. In the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify the invalidated portion of the Agreement in a manner designed to effectuate the original intent of the parties.

XXI. Advice of Counsel. Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

29 day of August, 2018

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
Telecopier: (954) 357-7641

By: _____
Andrew J. Meyers
Broward County Attorney

29 day of August, 2018

Signature Page for Municipality

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Each Municipality to supply its own valid signature page (to be valid, the signature page must include notice information and date of formal action approving the Agreement)

MPO Signature Page

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

MPO to provide its own valid signature page (to be valid, the signature page must include notice information and date of formal action approving the Agreement)

30-Year Financial Summary Regional Mobility and Transportation Surtax Initiative

OPERATING	
Costs	**30-Year Period**
Status Quo - Existing Transit Operations	$4,827,170,163
Paratransit Operations	$2,467,849,760
New 30-yr. Bus Service Plan	$4,410,485,324
New Light Rail Transit (LRT)	$1,417,566,886
Public Works	$210,473,592
Transit Security - Operations	$95,150,831
Total Operating Costs	$13,428,696,555
Revenues	**30-Year Period**
Status Quo - Existing Transit Operations	$4,088,261,812
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$136,635,092
Public Works	$0
State Block Grants - New Bus	$286,681,546
State Block Grants - New LRT	$92,141,848
All Other New Revenue	$351,240,271
Farebox Revenues - New Bus	$1,014,411,624
Farebox Revenues - New LRT	$212,635,033
Total Operating Revenues	$6,182,007,227
Operating Revenues Minus Operating Costs	($7,246,689,328)
New Surtax Funding for Operating	$7,246,689,328

CAPITAL	
Costs	**30-Year Period**
Status Quo - Existing Transit Capital	$962,717,549
Paratransit Vehicles	$164,268,523
New 30-yr. Bus Service Plan (New Vehicles)	$208,226,329
New 30-yr. Bus Service Plan (Replacement Vehicles)	$370,447,855
New LRT Infrastructure	$2,145,799,008
New LRT Vehicles	$194,290,841
Public Works	$1,445,131,915
New BRT/Rapid Bus Infrastructure	$396,749,505
New Transit Infrastucture (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$737,550,537
Planning Studies/Passenger Surveys	$108,244,632
Total Capital Costs	$6,733,426,694
Revenues	**30-Year Period**
Status Quo - Existing Transit Capital	$837,472,658
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$16,984,854
FTA Formula Grants (New Bus)	$142,672,770
FTA Formula Grants (New LRT)	$53,051,568
FTA State of Good Repair Formula Grants (New LRT)	$62,953,800
Other New Public Works Grants (FDOT, MPO, FHWA)	$90,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$815,141,042
Other New Disc. Grants (25% FTA + 25% FDOT)	$632,470,793
Total Capital Revenues	$2,650,747,485
Capital Revenues Minus Capital Costs	($4,082,679,210)
New Surtax Funding for Capital	$4,082,679,210
Projected 1-cent Sales Tax Revenue	$15,629,448,616
(Less 5% of Total Surtax Revenue)	($781,472,431)
Remaining Annual Surtax Revenue	$14,847,976,185
(Broward Co. Operating & Capital Deficit)	($11,329,368,538)
Total Broward Co. Contingency	$960,414,552
City Allocation (Minimum 10% of Surtax Revenue):	
Direct Funding of Community Shuttle Capital and O&M	$539,665,526
City Projects	$2,700,000,000
City Project Contingency	$100,000,000
TOTAL	$3,339,665,526

Exhibit A: Regional Mobility and Transportation Surtax Initiative

30-YEAR DETAILED PLAN

OPERATING

Costs	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Operations	$114,307,548	$117,044,791	$120,098,506	$124,294,441	$127,011,406	$129,887,417	$132,804,761	$135,775,800	$138,937,048	$141,791,381
Paratransit Operations	$30,722,765	$32,949,601	$34,503,661	$35,644,591	$36,840,586	$41,227,675	$41,831,698	$44,578,065	$49,151,063	$52,523,664
New 30-yr. Bus Service Plan	$13,147,623	$10,341,056	$26,562,060	$28,694,543	$40,357,054	$39,535,319	$72,027,653	$80,870,660	$93,783,170	$100,758,953
New Light Rail Transit (LRT)	$0	$0	$0	$0	$5,584,227	$6,781,753	$8,085,705	$9,103,752	$23,912,110	$26,017,372
Public Works	$0	$167,350	$799,263	$1,460,824	$2,034,771	$2,725,711	$3,403,157	$3,995,372	$4,532,770	$4,900,760
Transit Security - Operations	$7,000,000	$2,050,000	$2,121,800	$2,195,454	$2,731,018	$3,318,548	$7,358,105	$7,459,748	$7,333,540	$7,600,565
Total Operating Costs	$165,177,937	$171,052,493	$184,084,989	$192,418,848	$232,157,980	$282,803,978	$266,430,889	$370,683,918	$316,688,409	$333,591,695
Revenues	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Operations	$127,445,601	$127,980,024	$128,541,022	$129,128,050	$129,320,835	$129,520,354	$129,724,276	$129,991,689	$130,087,601	$130,057,218
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$2,028,001	$2,957,181	$4,006,851	$4,017,023	$4,087,404	$4,178,169	$4,109,652	$4,211,348	$4,252,453	$4,293,997
Public Works	$0				$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$854,598	$1,192,109	$1,726,134	$2,526,145	$3,012,835	$3,809,800	$4,681,817	$5,240,918	$6,193,816	$6,746,032
State Block Grants - New LRT	$0	$0	$0	$0	$427,975	$460,811	$484,038	$487,660	$1,679,737	$1,735,129
All Other New Revenue	$103,143	$408,021	$973,877	$821,500	$2,311,240	$4,118,140	$4,884,076	$5,417,051	$7,419,847	$7,981,532
Farebox Revenues - New Bus	$3,023,953	$4,218,443	$6,109,224	$8,945,745	$10,660,979	$13,693,160	$16,566,479	$18,544,824	$21,916,730	$23,873,759
Farebox Revenues - New LRT	$0	$0	$0	$0	$287,034	$1,017,503	$1,047,781	$1,078,214	$3,678,316	$3,997,605
Total Operating Revenues	$133,515,296	$137,756,778	$140,357,481	$145,470,894	$149,130,545	$156,797,937	$161,498,069	$164,852,714	$179,428,753	$179,675,184
Operating Revenues Minus Operating Costs	($34,656,744)	($33,295,715)	($43,727,508)	($46,947,954)	($83,027,435)	($126,006,041)	($104,932,820)	($205,831,204)	($137,259,656)	($153,916,511)
New Surtax Funding for Operating	$34,656,744	$33,295,715	$43,727,508	$46,947,954	$83,027,435	$126,006,041	$104,932,820	$205,831,204	$137,259,656	$153,916,511

CAPITAL

Costs	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Capital	$28,759,760	$31,403,123	$46,893,263	$42,418,648	$29,080,883	$24,031,338	$24,720,784	$25,272,388	$26,034,237	$26,392,062
Paratransit Vehicles	$7,807,600	$3,126,280	$3,197,700	$3,040,980	$1,990,440	$2,995,410	$3,157,100	$5,271,750	$4,108,100	$4,005,940
New 30-yr. Bus Service Plan (New Vehicles)	$9,922,464	$4,547,284	$15,770,112	$8,423,092	$8,680,083	$17,893,210	$13,022,598	$7,457,621	$10,854,281	$6,472,317
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Infrastructure	$22,741,318	$42,237,055	$45,232,055	$120,331,016	$37,098,052	$222,588,100	$222,588,100	$761,347,708	$41,754,218	$210,525,306
New LRT Vehicles	$0	$0	$27,804,939	$0	$0	$0	$67,723,167	$0	$0	$0
Public Works	$0	$7,930,017	$10,214,701	$18,142,128	$42,346,118	$48,430,310	$57,251,401	$58,518,103	$42,642,122	$81,784,651
New BRT/Rapid Bus Infrastructure	$20,000,000	$20,600,000	$22,018,180	$11,241,361	$11,705,292	$20,866,033	$21,492,914	$22,137,702	$13,201,231	$15,813,378
New Transit Infrastructure (LY/Sec./Maint. Fac./Shelters/ITTC(P-R)	$31,325,000	$55,310,374	$70,487,622	$34,070,604	$11,011,700	$13,024,001	$18,613,317	$20,460,924	$17,138,801	$17,587,317
Planning Studies/Passenger Surveys	$2,318,322	$2,317,419	$2,317,783	$2,318,197	$2,320,702	$2,317,605	$7,716,774	$2,708,214	$2,710,103	$2,716,549
Total Capital Costs	$120,750,164	$216,681,410	$337,174,958	$218,245,982	$143,503,925	$331,695,985	$416,854,019	$903,174,409	$156,343,794	$465,317,868
Revenues	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Capital	$25,416,010	$25,382,810	$25,402,100	$25,537,011	$24,010,210	$24,710,552	$24,854,697	$24,853,353	$25,023,010	$25,392,777
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$14,569	$117,012	$169,521	$333,393	$271,488	$340,642	$399,871	$419,531	$498,403	$527,114
FTA Formula Grants (New Bus)	$730,710	$589,619	$1,390,995	$1,050,933	$2,780,488	$2,850,955	$2,158,414	$3,649,077	$4,187,090	$4,427,754
FTA Formula Grants (New LRT)	$0	$0	$0	$0	$370,187	$396,187	$390,187	$392,187	$1,346,330	$1,346,330
FTA State of Good Repair Formula Grants (New LRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$10,178,492	$19,470,493	$110,618,957	$140,758,930	$157,510,788	$18,657,822	$83,944,990
Other New Rev. Grants (15% FTA + 21% FDOT)	$0	$0	$0	$0	$0	$28,537,122	$70,077,078	$75,758,117	$18,192,102	$18,809,178
Total Capital Revenues	$29,333,768	$29,190,388	$29,962,147	$40,107,834	$49,902,866	$174,454,414	$241,638,818	$266,583,053	$70,905,757	$138,447,144
Capital Revenues Minus Capital Costs	($100,969,459)	($187,491,128)	($307,212,971)	($178,138,148)	($93,601,059)	($157,241,571)	($175,215,201)	($636,591,356)	($85,438,037)	($326,870,724)
New Budget Funding for Capital	$100,969,459	$187,491,128	$307,212,971	$178,138,148	$93,601,059	$157,241,571	$175,215,201	$636,591,356	$85,438,037	$326,870,724
Projected Local Sales Tax Revenue	$302,908,378	$317,352,036	$327,042,848	$336,993,184	$347,150,417	$357,882,838	$408,317,677	$418,347,718	$429,164,436	$442,397,497
(Less 5% of Total Surtax Revenue)	($10,149,913)	($17,869,647)	($18,352,177)	($18,847,635)	($19,350,521)	($19,839,147)	($20,415,864)	($20,967,113)	($21,525,225)	($22,114,623)
Remaining Annual Surtax Revenue	$192,849,387	$299,523,280	$348,690,618	$388,108,088	$327,799,896	$377,703,791	$387,901,813	$396,379,143	$407,639,211	$420,282,874
(Broward Co. Operating & Capital Deficit)	($120,056,898)	($218,488,780)	($351,947,203)	($284,096,901)	($109,920,979)	($283,130,208)	($216,998,210)	($228,869,810)	($274,532,169)	($408,881,354)
Total Broward Co. Contingency	$0	$80,148,913	$17,889,847	$24,078,513	$29,478,121	$23,884,007	$20,956,933	$37,043,378	$27,894,889	$23,180,741
City Allocation (Minimum 15% of Surtax Revenue)										
Direct Funding of Community Shuttle Capital and O&M	$13,284,597	$10,601,169	$11,472,843	$10,918,028	$12,437,660	$17,088,392	$10,692,660	$16,358,427	$12,918,324	$14,111,378
City Projects	$0	$122,744,788	$22,388,198	$42,298,978	$174,818,803	$28,882,039	$49,818,728	$41,361,648	$69,889,681	$27,886,402
City Project Contingency	$0	$4,166,666	$0	$4,166,666	$4,166,666	$4,166,666	$4,166,666	$4,166,666	$4,166,666	$0
TOTAL	$13,284,597	$137,412,723	$34,469,041	$57,383,672	$191,423,131	$50,137,097	$64,678,054	$61,886,741	$86,974,671	$41,997,780

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING

Costs	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Operations	$144,712,450	$147,607,535	$150,740,011	$153,865,406	$157,051,097	$160,305,614	$163,633,456	$167,033,376	$170,507,582	$174,059,032
Paratransit Operations	$55,078,615	$59,027,320	$60,581,717	$64,351,593	$70,359,331	$74,610,943	$79,124,150	$83,915,423	$89,002,050	$94,402,421
New 30-yr. Bus Service Plan	$110,339,010	$122,635,313	$120,068,533	$123,654,311	$143,824,316	$151,118,254	$156,445,153	$169,384,535	$177,718,074	$183,914,457
New Light Rail Transit (LRT)	$27,419,931	$28,238,371	$29,030,343	$53,325,253	$57,465,011	$54,450,961	$67,824,357	$64,708,685	$68,650,254	$68,649,782
Public Works	$5,131,103	$5,569,045	$6,143,431	$6,260,147	$6,781,973	$7,328,350	$7,671,878	$8,210,009	$8,837,196	$9,035,002
Transit Security - Operations	$2,607,871	$2,760,468	$2,851,532	$2,927,092	$3,015,179	$3,115,935	$3,209,413	$3,309,695	$3,404,656	$3,507,012
Total Operating Costs	**$345,889,045**	**$368,078,452**	**$401,281,693**	**$414,409,778**	**$439,814,159**	**$450,931,173**	**$472,908,387**	**$486,558,084**	**$518,983,028**	**$533,568,687**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Operations	$131,641,321	$132,455,145	$133,238,854	$134,057,600	$134,870,560	$135,710,901	$136,559,707	$137,411,426	$138,277,970	$139,155,537
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,338,937	$4,367,345	$4,426,170	$4,470,432	$4,515,136	$4,560,287	$4,605,890	$4,651,949	$4,698,469	$4,745,453
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$7,172,038	$7,077,595	$8,388,681	$8,607,520	$9,348,911	$9,032,494	$10,168,041	$11,010,001	$11,551,545	$11,954,440
State Block Grants - New LRT	$1,782,033	$1,835,494	$3,715,977	$3,325,141	$3,435,276	$3,539,312	$4,053,677	$4,206,054	$4,333,267	$4,463,215
All Other New Revenue	$8,476,567	$9,210,720	$10,901,310	$11,274,978	$11,083,179	$12,521,116	$13,340,735	$14,243,059	$14,866,272	$15,354,274
Farebox Revenues - New Bus	$25,377,982	$26,210,722	$29,683,026	$30,740,492	$33,080,781	$34,737,221	$35,882,408	$38,058,456	$40,874,697	$47,100,325
Farebox Revenues - New LRT	$4,112,304	$4,235,710	$2,474,551	$2,768,788	$2,872,752	$10,107,654	$9,722,829	$9,706,348	$9,907,818	$10,707,464
Total Operating Revenues	**$187,851,282**	**$188,391,728**	**$192,384,968**	**$200,260,951**	**$208,170,820**	**$209,979,178**	**$214,188,988**	**$220,168,233**	**$224,510,762**	**$233,270,818**
Operating Revenues Minus Operating Costs	**($157,123,763)**	**($177,784,884)**	**($208,896,725)**	**($214,148,827)**	**($231,643,339)**	**($240,951,995)**	**($258,719,399)**	**($266,389,851)**	**($294,472,266)**	**($300,297,869)**
New Surtax Funding for Operating	**$157,123,763**	**$177,784,884**	**$208,896,725**	**$214,148,827**	**$231,643,339**	**$240,951,995**	**$258,719,399**	**$266,389,851**	**$294,472,266**	**$300,297,869**

CAPITAL

Costs	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Capital	$26,941,150	$27,807,059	$28,078,183	$28,666,778	$29,269,227	$30,465,845	$30,517,122	$31,183,315	$31,824,855	$32,502,140
Paratransit Vehicles	$4,166,210	$4,332,466	$4,506,183	$4,686,430	$4,873,887	$5,068,843	$5,271,596	$5,482,460	$5,701,759	$5,929,829
New 30-yr. Bus Service Plan (New Vehicles)	$0	$15,201,123	$5,039,739	$0	$15,008,617	$4,704,154	$0	$16,400,371	$4,562,314	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$14,147,081	$6,476,210	$22,517,976	$12,022,578	$12,504,377	$26,911,611	$19,707,719	$10,837,764
New LRT Infrastructure	$210,928,305	$264,070,788	$13,465,492	$81,337,032	$81,197,232	$81,322,952	$0	$0	$0	$0
New LRT Vehicles	$70,895,937	$0	$0	$0	$23,104,658	$0	$0	$0	$0	$0
Public Works	$48,773,085	$18,937,101	$49,208,598	$40,118,650	$32,787,813	$71,717,812	$54,610,988	$38,881,851	$83,104,747	$34,573,854
New BRT/Rapid Bus Infrastructure	$15,128,957	$27,684,077	$28,915,218	$32,307,742	$15,123,897	$15,879,674	$19,230,477	$10,928,478	$17,024,331	$17,935,061
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/ITS/e-fare)	$13,781,652	$14,195,102	$18,073,100	$22,353,483	$16,761,245	$10,210,594	$14,418,269	$10,949,952	$22,296,704	$26,739,414
Planning Studies/Professional Services	$3,037,700	$3,140,410	$3,243,021	$3,311,210	$3,431,427	$3,441,722	$3,551,041	$3,760,193	$3,873,411	$3,988,610
Total Capital Costs	**$435,830,787**	**$375,368,114**	**$165,684,615**	**$219,379,535**	**$244,104,992**	**$234,832,175**	**$149,103,870**	**$144,498,245**	**$188,101,840**	**$131,849,207**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Capital	$25,727,061	$26,070,017	$26,413,771	$26,765,464	$27,110,201	$27,481,148	$27,819,438	$28,284,314	$28,605,437	$28,993,810
Federal Transit Administration (FTA) Sec 5 Bus Facilities Formula Grants (New)	$643,082	$687,012	$697,803	$607,934	$679,503	$612,834	$649,805	$678,814	$691,415	$694,716
FTA Formula Grants (New Bus)	$4,805,417	$4,931,069	$5,037,166	$5,001,642	$5,291,187	$5,307,184	$5,424,781	$5,702,011	$5,806,138	$5,835,615
FTA Formula Grants (New LRT)	$1,348,310	$1,348,310	$2,327,272	$2,327,272	$2,327,272	$2,327,272	$2,928,315	$2,928,315	$2,928,315	$2,928,315
FTA State of Good Repair Formula Grants (New LRT)	$0	$709,800	$709,800	$709,800	$709,800	$2,129,400	$2,129,400	$2,129,400	$2,129,400	$4,340,600
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$120,470,463	$92,946,040	$0	$0	$7,911,008	$8,170,239	$10,109,651	$8,877,450	$8,937,274	$9,205,907
Other New Disc. Grants (25% FTA + 25% FDOT)	$14,914,459	$28,370,550	$22,632,601	$10,984,706	$10,153,321	$12,781,148	$14,470,271	$20,436,039	$23,518,301	$18,981,029
Total Capital Revenues	**$170,818,713**	**$158,161,787**	**$70,710,376**	**$49,397,810**	**$57,181,814**	**$57,266,915**	**$68,113,448**	**$80,810,977**	**$77,614,280**	**$73,119,084**
Capital Revenues Minus Capital Costs	**($265,012,074)**	**($217,206,327)**	**($94,974,239)**	**($169,981,725)**	**($186,923,178)**	**($177,565,260)**	**($80,990,422)**	**($63,687,268)**	**($110,487,560)**	**($58,730,123)**
New Surtax Funding for Capital	**$265,012,074**	**$217,206,327**	**$94,974,239**	**$169,981,725**	**$186,923,178**	**$177,565,260**	**$80,990,422**	**$63,687,268**	**$110,487,560**	**$58,730,123**
Projected 1-cent Sales Tax Revenue	**$484,336,033**	**$488,478,469**	**$479,084,193**	**$492,029,485**	**$501,314,468**	**$510,987,938**	**$537,810,371**	**$547,140,008**	**$567,189,978**	**$577,116,412**
(Less 5% of Total SunTax Revenue)	($22,711,717)	($23,524,033)	($23,954,709)	($24,601,483)	($25,065,723)	($25,547,895)	($26,848,491)	($27,285,000)	($28,106,245)	($28,845,824)
Remaining Annual SunTax Revenue	**$461,832,816**	**$464,173,737**	**$455,129,417**	**$467,428,181**	**$480,048,745**	**$485,010,038**	**$510,822,008**	**$519,855,008**	**$534,031,910**	**$548,410,648**
(Broward Co. Operating & Capital Deficit)	($428,457,337)	($301,387,181)	($397,001,386)	($364,464,407)	($488,078,713)	($417,317,983)	($332,179,747)	($247,246,437)	($406,178,260)	($292,818,483)
Total Broward Co. Contingency	**$37,469,521**	**$20,260,588**	**$10,683,240**	**$10,897,192**	**$31,329,869**	**$31,692,200**	**$39,378,072**	**$55,988,480**	**$34,726,433**	
City Allocation (Minimum 10% of SunTax Revenues):										
Direct Funding of Community Shuttle Capital and OBN	$12,426,108	$18,643,728	$21,016,867	$12,151,850	$20,109,869	$19,884,097	$17,389,217	$18,609,860	$19,118,698	$38,647,726
City Projects	$28,728,184	$28,774,648	$128,524,492	$80,987,848	$21,268,810	$49,033,847	$143,792,314	$149,442,487	$99,846,779	$147,983,388
City Project Contingency	$0	$0	$4,166,666	$4,166,666	$0	$4,166,666	-$4,166,666	$4,166,666	$4,166,666	$4,166,666
TOTAL	**$42,197,262**	**$48,317,372**	**$153,709,724**	**$97,305,364**	**$41,378,679**	**$73,084,610**	**$157,014,865**	**$172,219,013**	**$123,132,143**	**$190,797,780**

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING

Costs	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Operations	$177,605,791	$181,394,059	$185,183,060	$189,055,094	$193,011,012	$197,055,157	$201,187,325	$205,410,069	$209,725,053	$214,134,478
Paratransit Operations	$105,136,039	$106,727,053	$112,087,301	$110,550,402	$128,837,827	$134,574,017	$142,792,125	$151,518,924	$160,785,165	$170,625,554
New 30-yr. Bus Service Plan	$199,010,160	$208,102,838	$215,760,651	$222,229,451	$231,040,911	$241,683,744	$248,935,801	$260,644,202	$270,594,632	$277,082,471
New Light Rail Transit (LRT)	$70,709,215	$72,830,332	$75,015,448	$77,265,912	$79,583,889	$81,971,406	$84,430,548	$86,963,465	$89,572,369	$92,259,540
Public Works	$9,360,205	$9,810,878	$10,516,375	$10,765,733	$11,357,078	$11,582,416	$12,488,216	$12,713,915	$12,718,411	$14,075,645
Transit Security - Operations	$3,617,727	$3,720,589	$3,832,707	$3,947,172	$4,065,586	$4,187,550	$4,313,187	$4,442,578	$4,575,855	$4,713,131
Total Operating Costs	$565,464,173	$583,645,289	$602,080,092	$622,824,564	$648,497,245	$671,088,156	$694,149,389	$723,699,153	$748,978,485	$773,490,819

Revenues	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Operations	$140,044,574	$140,045,013	$141,857,144	$142,781,172	$143,717,310	$144,665,772	$145,626,779	$146,600,557	$147,587,340	$148,587,364
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,782,908	$4,640,837	$4,899,245	$4,938,136	$4,057,519	$5,037,394	$5,087,768	$5,138,646	$5,190,032	$5,241,933
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$12,937,610	$13,550,564	$14,024,832	$14,445,577	$19,180,659	$15,707,541	$16,180,827	$16,941,873	$17,523,651	$18,049,361
State Block Grants - New LRT	$4,598,102	$4,733,945	$4,874,001	$5,022,284	$5,172,953	$5,326,141	$5,487,966	$5,652,625	$5,822,204	$5,996,870
All Other New Revenue	$16,401,608	$17,100,819	$17,674,859	$18,207,164	$19,037,923	$19,670,053	$20,760,772	$21,123,018	$21,824,571	$22,479,309
Farebox Revenues - New Bus	$45,770,237	$47,969,381	$49,630,330	$51,119,120	$53,737,410	$55,587,606	$57,255,234	$59,948,166	$62,000,745	$63,860,768
Farebox Revenues - New LRT	$10,605,168	$10,924,340	$11,252,317	$11,589,887	$11,937,583	$12,295,711	$12,664,582	$13,044,520	$13,435,856	$13,838,931
Total Operating Revenues	$235,138,517	$240,077,179	$244,203,721	$248,099,342	$265,776,887	$268,290,817	$242,663,848	$268,449,402	$273,390,419	$278,860,736
Operating Revenues Minus Operating Costs	($328,405,655)	($343,568,080)	($358,787,321)	($374,725,222)	($382,720,358)	($402,797,339)	($431,484,451)	($455,249,750)	($475,588,065)	($494,630,083)
New Surtax Funding for Operating	$328,405,655	$343,568,080	$358,787,321	$374,725,222	$382,720,358	$402,797,339	$431,484,451	$455,249,750	$475,588,065	$494,630,083

CAPITAL

Costs	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Capital	$33,193,382	$33,905,603	$34,637,617	$35,377,130	$36,139,840	$36,920,939	$37,720,012	$38,538,059	$39,377,881	$40,237,317
Paratransit Vehicles	$6,107,022	$6,413,703	$6,670,251	$6,937,061	$7,214,541	$7,503,126	$7,803,250	$8,115,380	$8,439,995	$8,777,595
New 30-yr. Bus Service Plan (New Vehicles)	$19,013,104	$5,127,418	$0	$0	$5,602,868	$0	$0	$6,122,405	$0	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$26,681,611	$5,329,353	$0	$21,758,717	$29,773,105	$9,233,537	$53,496,248	$33,265,141	$12,087,018	$52,756,101
New LRT Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Vehicles	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Park & Ride Lots	$49,348,155	$29,634,947	$30,797,441	$59,420,938	$27,497,365	$50,882,785	$49,050,009	$10,439,857	$52,124,000	$60,881,705
New BRT/Rapid Bus Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/ITS's/P-R)	$22,430,155	$23,884,315	$19,649,640	$38,648,063	$26,185,239	$26,139,117	$26,783,768	$27,418,743	$29,951,089	$30,668,870
Planning Studies/Ridership Surveys	$4,100,101	$4,237,693	$4,379,941	$4,490,312	$4,615,058	$4,763,810	$4,906,724	$5,053,926	$5,205,543	$5,361,710
Total Capital Costs	$160,873,525	$111,533,033	$102,109,890	$166,632,242	$157,107,937	$141,442,503	$179,770,101	$129,687,938	$183,818,937	$231,683,301

Revenues	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Capital	$29,388,978	$29,791,315	$30,200,765	$30,617,730	$31,042,531	$31,474,722	$31,918,096	$32,363,645	$32,820,156	$33,288,015
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$729,910	$742,847	$745,816	$745,818	$761,227	$764,495	$784,498	$777,129	$780,389	$780,399
FTA Formula Grants (New Bus)	$6,131,704	$6,237,391	$6,261,856	$6,261,856	$6,391,303	$6,421,780	$6,421,780	$6,327,877	$6,355,253	$6,355,253
FTA Formula Grants (New LRT)	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	$4,240,600	$4,240,600	$4,240,600	$4,750,100	$4,750,100	$4,750,100	$4,750,100	$4,750,100	$4,750,100	$4,750,100
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Misc. Capital (25% FTA + 25% FDOT)	$34,012,340	$18,671,403	$9,824,630	$23,801,387	$28,015,650	$17,686,222	$40,140,000	$20,417,143	$23,811,003	$49,317,631
Total Capital Revenues	$80,731,843	$65,311,881	$55,903,188	$71,810,527	$77,482,048	$66,725,637	$89,618,838	$70,464,209	$74,145,237	$95,319,837
Capital Revenues Minus Capital Costs	($81,313,780)	($46,220,242)	($46,206,244)	($70,021,916)	($55,819,803)	($74,716,867)	($90,150,263)	($40,518,231)	($70,472,780)	($136,450,634)
New Surtax Funding for Capital	$81,313,780	$46,220,242	$46,206,244	$70,021,916	$55,819,803	$74,716,867	$90,150,263	$40,518,231	$70,472,780	$136,450,634
Projected ½-cent Sales Tax Revenue	$592,826,017	$608,912,439	$625,393,861	$642,237,892	$659,972,008	$677,386,618	$695,978,053	$714,459,107	$733,749,768	$753,840,319
(Less 5% of Total Surtax Revenue)	($29,565,201)	($30,445,622)	($31,269,693)	($32,111,895)	($32,978,900)	($33,869,331)	($34,783,903)	($35,722,955)	($36,687,488)	($37,674,047)
Remaining Annual Surtax Revenue	$563,260,816	$578,466,804	$594,089,408	$610,125,716	$626,993,108	$643,517,284	$661,192,150	$678,736,151	$697,062,280	$716,166,272
(Carryover Co. Operating & Capital Deficit)	($408,719,559)	($389,785,102)	($404,001,865)	($457,747,527)	($480,538,100)	($487,478,706)	($521,734,618)	($493,763,981)	($553,041,765)	($630,816,128)
Total Brevard Co. Contingency	$35,453,210	$36,272,687	$37,073,107	$37,893,178	$39,730,788	$39,606,388	$40,498,617	$41,413,289	$42,350,481	$43,314,971
City Allocation (Minimum 18% of Surtax Revenue))										
Direct Funding of Community Shuttle Capital and O&M	$16,178,166	$24,731,499	$19,928,435	$21,344,727	$20,305,109	$23,809,770	$21,789,443	$19,892,614	$20,416,819	$24,826,834
City Projects	$129,570,643	$154,168,859	$159,764,169	$175,219,297	$114,853,599	$121,733,858	$95,874,000	$154,224,726	$103,289,480	$80,183,870
City Project Contingency	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668
TOTAL	$149,912,479	$185,084,016	$185,459,386	$202,730,691	$139,425,432	$149,710,092	$123,830,109	$180,284,074	$129,872,972	$110,977,370

Exhibit B - Reporting Requirements

The County and each Municipality shall submit to the Oversight Board an annual detailed report of the progress made in carrying out their respective projects funded through the surtax. The report shall be audited by an independent CPA, with an opinion as to whether the financial information is presented in accordance with Generally Accepted Accounting Principles and whether the projects are in accordance with the ILA. The audit shall contain sufficient information for the Oversight Board to determine if the project expenditures conform to this Agreement and applicable law. In this regard, the report must include cumulative financial information for each individual project undertaken pursuant to this Agreement.

The annual report must conform to the report format presented below and must include the following three sections:

Section One presents expenditures for the current year and the cumulative expenditures for each project as follows:

1) A description of the project;
2) The projected costs of the project as originally approved by the Oversight Board;
3) The cumulative expenditures for the project up to the beginning of the year being reported;
4) The expenditures for the project for the current report year; and
5) The total cumulative expenditures for the project as of the end of the current year being reported.

Section Two presents the Statement of Revenue, Expenditures, and Changes in Fund Balance for the separate account/fund established for any and all Surtax funds received pursuant to this Agreement, and includes:

1) Revenue received by source;
2) The project expenditures;
3) Administrative costs including, as applicable, salaries, contractual services, and capital outlay;
4) Debt service, including principal and interest;
5) Other expenditures; and
6) The beginning and ending fund balances.

Section Three presents the Balance Sheet for the Surtax fund.

The annual report should include appropriate footnote disclosures in support of the items presented in sections one to three and include disclosure of any issue of noncompliance with this Agreement or applicable law. The following is a sample format of the required report.

Sample Format for Financial Information for the Annual Report
XYZ Municipality/County Receiving Surtax Funding for Fiscal Year Ended September 30, 201x

Section I: Project Expenditures (to include detail on Project components of each approved project)

Description Project	Project Budget	Expenditures through Prior FY	Current Expenditures	Cumulative Expenditures
Project 1 (Show detail of expenditures by budget line item	##	##	##	##
Project 2 (Show detail of expenditures by budget line item)	##	##	##	##
Total	##	##	##	##

Section II: Statement of Revenue, Expenditures & Changes in Fund Balance

Revenues:	
Surtax Receipts	$ #,###,###
Other	#,###,###
Interest	#,###
Total Revenues	$ #,###,###
Project/Activity Expenditures (total from Section I, Current Expenditures)	$ #,###,###
Administrative Costs:	
Salaries	###,###
Contractual Services	###,###
Capital Outlay	###,###
Total Administrative Costs	###,###
Debt Service:	
	###,###
Principal	###,###
Interest	###,###
Total Debt Service	###,###
Other Expenditures	###,###
Total Expenditures	###,###
Excess of Revenues Over Expenditures	###,###
Fund Balance October 1	###,###
Fund Balance September 30	###,###

Section III: Balance Sheet

Assets (in detail)	$ ##,###,###
Liabilities and Fund Balances (in detail)	$ ##,###,###

CITY OF SUNRISE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Sunrise has entered into this Transportation System Surtax Interlocal Agreement on the respective date under the Mayor's signature, signing by and through its Mayor, duly authorized to execute same by official action of the City Commission on the 26th day of September, 2018.

ATTEST:

City Clerk, Felicia M. Bravo

CITY OF SUNRISE:

By: _____

Mayor Michael J. Ryan
City of Sunrise
Mryan@sunrisefl.gov
954-746-3250
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Date: Sept. 26, 2018

Notices to City of Sunrise:
Richard Salamon, City Manager
Rsalamon@sunrisefl.gov

With a copy to:
Kimberly A. Kisslan, City Attorney
CityAttorney@sunrisefl.gov

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kimberly A. Kisslan, City Attorney

Date: 9/26/2018

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4V **Meeting Date:** 4/14/2026

City Reference Number (C#): C26106

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Surtax Funding Agreement," including a "Cover Sheet," "Standard Terms and Conditions for Surtax-Funded Municipal Transportation Project Interlocal Agreements (Rehabilitation & Maintenance Projects, Microtransit, Capital Projects, and Grant Match Program)," and a "Surtax Funding Request Form" between Broward County and the City of Sunrise for the East Sunrise Asphalt Renewal 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 - C26106
Formula-Based Surtax Funding Interlocal Agreement
Third Amendment to Interlocal Agreement
Second Amendment to Interlocal Agreement
First Amendment to Interlocal Agreement
Interlocal Agreement
Resolution No. 18-110

Background:

On November 6, 2018 Broward County voters approved a referendum for a one percent (1%) transportation surtax to address both infrastructure and operational transportation needs countywide. The County intends to use a portion of the funds for Submitted Municipal Projects, ranked by the MPO and approved by an independent Oversight Board. For each applicable year that Broward County receives surtax proceeds, an amount equal to a minimum of 10%, less the amount directly paid for a community shuttle service, shall be used to fund Submitted Municipal Projects, provided that Transportation Surtax Proceeds may only be used to fund Submitted Municipal Projects from municipalities that are a party to the Transportation System Surtax Interlocal Agreement (ILA).

The City Commission approved the ILA on September 11, 2018, authorizing the appropriate City officials to execute the ILA, and authorized the appropriate City staff to take necessary actions to comply with the terms of the ILA. Subsequently, on September 26, 2018 the City Commission approved revisions to the ILA via Resolution No. 18-110, thereby not executing the initial Resolution for the ILA from the September 11, 2018 City Commission Meeting. There is no termination provision included in the ILA. In addition, the ILA may be amended without the City's approval if a majority of the municipalities that are a party to the ILA, cumulatively representing more than 50% of the County's total population, agree to amend the ILA. On September 19, 2019 Broward County recorded the First Amendment to the ILA without the City of Sunrise approval and with approval of municipalities, representing more than 50% of the total County population.

On June 18, 2020, the County Commission approved Transportation Surtax funding for FY2020 (which included funding carried forward from FY2019) of more than $60 million for the applicable phases of the 97 statutorily eligible municipal capital projects recommended by the MPO, and up to $50 million for municipal rehabilitation and maintenance projects. The City has one construction ready capital project that was recommended by the MPO and approved by the County Commission. Additionally, the City has two rehabilitation and maintenance projects that were approved by the County Commission.

On January 26, 2021, the City Commission approved the Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement, which outlined the criteria for evaluating process, documented the allocation for municipal capital projects, and included other minor changes.

On June 24, 2025, the City Commission approved the Third Amendment to and Restatement of

the Transportation System Surtax Interlocal Agreement. This Amendment was developed in collaboration between Broward County and the Broward County City Manager's Association (BCCMA). It included reprioritization of the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; a creation of a new Formula-based Funding model for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of Transportation Surtax funding; the development of a new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; provided Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; and outlined the criteria for evaluating process, documented the allocation for municipal capital projects, and included other minor changes.

In accordance with Section 4.3 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement. The City of Sunrise submitted a request to the County to allocate formula-based annual available Transportation Surtax funding for the East Sunrise Asphalt Renewal project in the amount of $1,389,740.00. The project proposes to mill and resurface segments of the following streets located between NW 64th Avenue and NW 68th Avenue: NW 30th Street, NW 29th Court, NW 29th Street, NW 28th Street, NW 27th Street, and NW 26th Street.

In order for the City to receive the formula-based annual allocation for R&M projects, a Surtax Funding Interlocal Agreement is necessary. City staff reviewed the Surtax Funding Interlocal Agreement and request permission of the City Commission to allow the City Manager to execute the ILA and associated documents.

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, APPROVING A "SURTAX FUNDING AGREEMENT," INCLUDING A "COVER SHEET," "STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)," AND A "SURTAX FUNDING REQUEST FORM" BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE FOR THE EAST SUNRISE ASPHALT RENEWAL PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2018, Broward County voters approved a referendum for a one percent (1%) transportation surtax to address infrastructure and transportation needs countywide; and

WHEREAS, in 2018, via Resolution No. 18-110, the Sunrise City Commission approved a "Transportation Surtax Interlocal Agreement" (Agreement) among Broward County, the Broward County Metropolitan Planning Organization (MPO), and participating municipalities, to establish procedures for distribution of proceeds of the transportation surtax; and

WHEREAS, in 2019, Broward County recorded a First Amendment to the Agreement which the City of Sunrise did not formally approve, but is bound by as the amendment was approved through the Agreement's amendment process; and

WHEREAS, in 2021, the Sunrise City Commission approved, via Resolution No. 18-110-21-A, a Second Amendment to fully restate the Agreement; and

WHEREAS, in 2025, the Sunrise City Commission approved, via Resolution No. 18-110-25-A, a Third Amendment to and Restatement of the Agreement; and

WHEREAS, in accordance with the Agreement, as amended, the City of Sunrise submitted a request to Broward County to allocate formula-based annual available transportation surtax funding for the East Sunrise Asphalt Renewal Project in the amount of $1,389,740; and

WHEREAS, for the City to receive the $1,389,740 allocation, a Surtax Funding Agreement with Broward County is necessary.

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

Section 1. The "Surtax Funding Agreement," including the "Cover Sheet," the "Standard Terms and Conditions for Surtax-Funded Municipal Transportation Project Interlocal Agreements (Rehabilitation & Maintenance Projects, Microtransit, Capital Projects, and Grant Match Program)," and the "Surtax Funding Request Form" (collectively, the "Agreement") for the East Sunrise Asphalt Renewal Project is hereby approved. A copy of the Agreement is attached to and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Agreement, including the Cover Sheet, and any related forms and documents necessary for the full performance of the Agreement.

Section 3. City staff are authorized to prepare and provide reports to Broward County as required and to take all necessary actions to carry out the Agreement.

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

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

Cover Sheet

Surtax Funding Agreement for City of Sunrise

February 26, 2026

SFA between Broward County and Sunrise for the FY 2026 formula-based funding allocation associated with the municipal rehabilitation and maintenance projects requested in the application attached as Exhibit A, summarized in the table below:

MAP ID	PROJECT NAME	Surtax Amount Requested	CBE GOAL %
RMSUNR-011	East Sunrise Asphalt Renewal	$1,389,740	35%

The City of Sunrise is requesting to utilize the entire FY 2026 allocation of $1,389,740.

For notice to a Party to be effective, 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 identified below. Addresses and titles may be changed by the applicable Party giving notice.

FOR COUNTY:
Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:
Broward County Attorney's Office:
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: nklitsberg@broward.org

FOR MUNICIPALITY:
Mark S. Lubelski, City Manager
10770 W. Oakland Park Boulevard
Sunrise, FL 33351
Email address: CityManager@sunrisefl.gov

With a copy to:
Municipal SPOC (Surtax Point of Contact)
Sean Dinneen
(954) 746-3430
Email address: sdinneen@sunrisefl.gov

_____ _____ _____
Municipal Authorized Signatory Title Date

Return a signed copy to the MAP Administration office by email at map@broward.org.

_____ _____
County Authorized Signatory Date
Mobility Advancement Program Administrator

-Attachments-

STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)

These Standard Terms and Conditions ("Standard T&Cs") shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) ("2025 ILA") entered into between certain Broward County municipalities (each a "Municipality" and collectively, "Participating Municipalities") and Broward County, a political subdivision of the State of Florida ("County"). County and the applicable Municipality may also be identified individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding ("Funding") for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality's request is referred to as an "Application" and includes the cover sheet to these Standard T&Cs with each applicable Party's address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

(a) the proposed solicitation;
(b) the proposed contract(s); and
(c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
    (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
    (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at https://mapbroward.org/municipal-partners/municipal-surtax-program/ or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to its Eligible Municipal Projects (the "Project Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with contract
b) Compliance with the Code (including County's code of ethics)
c) Compliance with contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

> "Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work on the Eligible

Municipal Project(s) properly performed through the termination date specified in the written notice of termination ("Pre-termination Work"), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days' prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. 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 the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances ("Business Opportunity Act"), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal

law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

> "The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor's and Consultant's compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor's and Consultant's progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an "MUR" regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality's Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any

defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, 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 identified in the Application to these Standard T&Cs 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.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. 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.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to 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 the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed

waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense or sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations 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.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these

Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms "herein" and "hereof" refer to these Standard T&Cs 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 these Standard T&Cs, 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, 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 these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree

that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

MAP Broward
Mobility Advancement Program
Brought to you by the Penny For Transportation

BROWARD COUNTY FLORIDA

Surtax Funding Request Form
Rehabilitation and Maintenance Projects & Micro-Transit

The process for Surtax Municipal Rehabilitation and Maintenance Projects (R&M) and Micro-Transit (MT) was established pursuant to Section 4.3 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, effective July 2025. If funding requests are accepted and eligible, they will be governed by funding agreement terms and conditions.

FY 2026

Municipality & Formula Allocation Amount: _____

☐ Small Municipality Waiver *(Sec 4.3.8) – include waiver approved by the elected body of Municipality with submission*

☐ Defer funding to Fiscal Year (*Sec 4.3.5*): _____*– include notification of intention to defer with submission*

I. Funding Request: Micro-Transit (Sec. 4.3.6)

☐ Check if your municipality will **not** request funding in this category

Micro-Transit Service Provider:_____ Contract amount for current Fiscal Year: _____ Micro-Transit Surtax Funding Request: _____

Municipality must submit Micro-Transit contract and Provider's Certificate of Insurance, consistent with the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement.

II. Rehabilitation & Maintenance – Project #1

☐ Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: _____

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? _____ If Yes (include with submittal)

Solicitation type: _____ Is this project receiving federal assistance: _____

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (*visit Census.gov to find NAICS Codes*)		
Specialty	**NAICS Code**	**Percentage**
		%
		%
		%
		%
		%
		%
		%
	Total	%

III. Rehabilitation & Maintenance Project #2

☐ Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: _____

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? _____ If Yes (include with submittal)

Solicitation type: _____ Is this project receiving federal assistance: _____

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (*visit Census.gov to find NAICS Codes*)		
Specialty	**NAICS Code**	**Percentage**
		%
		%
		%
		%
		%
		%
		%
	Total	%

IV. Rehabilitation & Maintenance Project #3

☐ Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: _____

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? _____ If Yes (include with submittal)

Solicitation type: _____ Is this project receiving federal assistance: _____

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (*visit Census.gov to find NAICS Codes*)		
Specialty	**NAICS Code**	**Percentage**
		%
		%
		%
		%
		%
		%
		%
	Total	%

V. Funding Request Summary and Municipal Certification

	Name/Description	**Surtax Amount Requested**
Micro-Transit:	_____	_____
R&M Project #1:	_____	_____
R&M Project #2:	_____	_____
R&M Project #3:	_____	_____
TOTAL (must not exceed municipality's formula allocation amount)		_____

I certify that I am authorized to submit this application on behalf of the municipality. All information and accompanying documentation submitted is true and accurate, and consistent with all requirements of the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement. No surtax funds being requested will be used to supplant the municipal budget. This form is considered signed upon submission.

Date: _____ **Name:** _____ **Title:** _____

FOR COUNTY USE ONLY

Funding Request Description	**OESBD Review – CBE Goal**		**Legal Review – Eligibility**	
	CBE Goal (%)	**Reviewed by**	**Eligibility**	**Reviewed by**
Micro-Transit	N/A	N/A		
R&M Project #1	%			
R&M Project #2	%			
R&M Project #3	%			

MAP Admin Review

Funding Request Description	**Amount Approved**	**MAP ID**	**Road Jurisdiction**	**Permitting**	**Conflicts w/projects**	**Alignment w/ Strategic Plan**		**Alignment w/ Program Goals**				
						2.1	**4.2**	**1**	**2**	**3**	**4**	**5**
Micro-Transit			N/A	N/A	N/A	☐	☐	☐	☐	☐	☐	☐
R&M Project #1						☐	☐	☐	☐	☐	☐	☐
R&M Project #2						☐	☐	☐	☐	☐	☐	☐
R&M Project #3						☐	☐	☐	☐	☐	☐	☐
Total												
Reviewed by												

Comments

Disclaimer: The information below is not entirely visible within the application interface. It has been extracted solely for the purpose of displaying the details submitted by the municipality. No information has been changed by Broward County.

FY 2026 Formula Based Funding Application
City of Sunrise

Project #1

Location(s) and Limits: Various local streets in Sunrise E. of University Dr.

INSTR # 120489696
Recorded 10/14/25 at 03:25 PM
Broward County Commission
64 Page(s)
Mtg Doc Stamps: $0.00
Int Tax $0.00
#1

2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement ("2025 ILA") is entered into among Broward County, a political subdivision of the State of Florida ("County"), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the "Municipalities" and each a "Municipality"), and the Broward County City Managers' Association, Inc. ("BCCMA"). County, Municipalities, and the BCCMA are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax ("Transportation Surtax") was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax ("Original ILA"). The Original ILA was amended in June 2019 ("First Amendment"), and in March 2021 ("Second Amendment"), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization ("BMPO") as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the "ILA").

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party's knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties' working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Approved BCC 10/10/25 #65
Submitted By CAO
RETURN TO DOCUMENT CONTROL

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. ***Centerline Miles*** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. ***Community Shuttle*** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. ***County Commission*** means the Broward County Board of County Commissioners.

1.2.8. ***Cycle 1 Ranked Projects*** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. ***Effective Date*** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. ***Eligible Municipal Project*** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. ***FDOT*** means the Florida Department of Transportation.

1.2.12. ***Fiscal Year*** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. ***MAP Administration*** means County's Mobility Advancement Program Administration staff.

1.2.14. ***Minimum Annual Guarantee*** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. ***Municipal Capital Project Tails*** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. ***Municipal Capital Projects*** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. ***Municipal Five-Year Plan*** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that "Fiscal Year 2025 Five-Year Plan" means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. ***Municipal Capital Project Contingency*** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project's construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. ***Municipal R&M Projects*** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. ***Municipal Single Point of Contact*** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality's approved surtax projects, services, and initiatives.

1.2.21. ***New Municipal Capital Projects*** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. ***On-demand Transportation Services*** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term "On-demand Transportation Services" means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. ***Oversight Board*** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. ***Road*** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, "road" means "a way open to travel by the public, including, but not limited to, a street, highway, or alley." Absent express conflicting modification to that statutory definition of "road," for the purposes of this 2025 ILA: a "road" includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of "road," for purposes of this 2025 ILA, a "road" does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. ***Surtax Funding Agreement*** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. ***Transportation Surtax Proceeds***, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(c), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	**Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement**
Exhibit B	**Fiscal Year 2026 Formula-based Funding Amounts**
Exhibit C	**List of Municipal Capital Project Tails**
Exhibit D	**Municipal Projects Awarded for Fiscal Years 2020 – 2029**

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
  - **Priority 1**: Community Shuttle as described in Section 4.2. below.
  - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
  - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
  - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
  - **Priority 1:** Community Shuttle as described in Section 4.2 below.
  - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
  - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
  - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2034-2048**
  - **Priority 1:** Community Shuttle as described in Section 4.2 below.
  - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
  - **Priority 3:** Grant Match Program as described in Section 4.5 below.
  - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Years(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year , Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars ($1,000,000) per occurrence for property damage and not less than one million dollars ($1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality' request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and $40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be $200,000 (i.e., $40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive $500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% ($50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at $50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only $480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of $2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving $500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% ($50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that $520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of $2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;

b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:

(i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;

(ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);

(iii) Right-of-way required to construct the project has not been acquired;

(iv) The permits required to construct the project have not been obtained;

(v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with 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). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301
Email: mcepero@broward.org

With a copy to:	Broward County Attorney 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301 Email: nklitsberg@broward.org ameyers@broward.org
As to Municipality:	Manager/Administrator Name, address, and current email provided on signature page
With a copy to:	Municipal Attorney Name, address, and current email provided on signature page
As to BCCMA:	BCCMA President Name, address, and current email provided on signature page
With a copy to:	BCCMA Counsel Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Origina ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

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IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) 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 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

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: _____ Digitally signed by Beam Furr Date: 2025.07.08 14:45:36 -04'00'
Mayor

8th day of July, 2025

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: _____ 7/3/25
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
07/02/2025
#1168734.21

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Coconut Creek through its governing body, signing by and through its City Commission, authorized to execute the same by action of its governing body on the 10th day of July, 2025.

MUNICIPALITY

WITNESS:

Danielle Nowak
Signature of Witness

Danielle Nowak
Print or Type Name of Witness

Jaqueline Mesa
Signature of Witness

Jaqueline Mesa
Print or Type Name of Witness

By: Jacqueline Railey
Jacqueline Railey, Mayor

10th day of July, 2025

By: Sheila N. Rose
Sheila N. Rose, City Manager

10th day of July, 2025

ATTEST:

Joseph J. Kavanagh, City Clerk

Approved as to legal form by:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

Notices to Municipality: (name/address/ email)

Sheila N. Rose, City Manager

4800 W. Copans Road

Coconut Creek, FL 33063

citymanager@coconutcreek.net

With a copy to Municipality Counsel:

Terrill C. Pyburn, City Attorney

4800 W. Copans Road

Coconut Creek, FL 33063

cityattorney@coconutcreek.net

Docusign Envelope ID: D76FC0CF-C345-4334-B3C0-C396DEB41C32

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

City of Cooper City through its governing body, signing by and through its City Commission, authorized to execute the same by action of its governing body on the 22nd day of July, 2025.

MUNICIPALITY

WITNESS:
Signed by: Ruth Freeston
897450D21661464...
Signature of Witness

Ruth Freeston
Print or Type Name of Witness

Signed by: Keishla Lopez
964695D81866408...
Signature of Witness

Keishla Lopez
Print or Type Name of Witness

By: Signed by: Mayor James Curran
41CB1B350764463...
, Mayor

24th day of July, 2025

By: Signed by: Alex Rey
432944AE9915453...
, Municipal Manager

24th day of July, 2025

ATTEST:
Signed by: Jenna L Montoya
13B9694956BE442...
Municipal Clerk

Approved as to legal form by:
DocuSigned by: Jacob Horowitz
A563A1DDEFD5417...
Municipal Attorney

Notices to Municipality: (name/address/ email)

Alex Rey, 9090 SW 50 Place, Cooper City Florida, 33328 ARey@coopercity.gov

With a copy to Municipality Counsel:

Jacob G. Horowitz

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

JHorowitz@gorencherof.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF **CORAL SPRINGS** through its governing body, signing by and through its MAYOR, authorized to execute the same by action of its governing body on the 18th day of JUNE, 2025.

MUNICIPALITY

WITNESS:

Lisa Hreso
Signature of Witness

Lisa Hreso
Print or Type Name of Witness

Aaron Maray
Signature of Witness

AARON MARAV
Print or Type Name of Witness

By: _____, Mayor

18th day of JUNE, 2025

By: _____, Municipal Manager

20th day of JUNE, 2025

ATTEST:

_____
Georgia Elliott, CMC, FCRM, City Clerk

Approved as to legal form by:

Sherry Whitacre
Sherry Whitacre (Jun 11, 2025 17:29 EDT)

Sherry L. Whitacre, Senior Deputy City Attorney

Notices to Municipality: (name/address/ email)

Scott J. Brook, Mayor
9500 W Sample Road, Coral Springs, FL 33065
sbrook@coralsprings.gov

With a copy to Municipality Counsel:

John J. Hearn, City Attorney
9500 W Sample Road, Coral Springs, FL 33065
jhearn@coralsprings.gov

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Dania Beach through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 1 day of July, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Maxine. A. SINGH.
Print or Type Name of Witness

Signature of Witness

Christine Lottier
Print or Type Name of Witness

By: Joyce L. Davis, Mayor

1 day of July, 2025

By: Ana M. Garcia, ICMA-CM, City Manager

1 day of July, 2025

ATTEST:

Elora Riera, MMC, City Clerk

Approved as to legal form by:

Eve A. Boutsis, City Attorney

DANIA BEACH ESTABLISHED 1904

Notices to Municipality: (name/address/ email)

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004

With a copy to Municipality Counsel:

Eve A. Boutsis, City Attorney

100 W. Dania Beach Blvd.

Dania Beach, FL 33004

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Davie through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 23 day of July, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Gillian Brewster
Print or Type Name of Witness

Signature of Witness

Kimberly Budd
Print or Type Name of Witness

By: Judy Paul, Mayor

23 day of July, 2025

By: Municipal Manager

23 day of July, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

Phillip Holste
8800 SW 36 St. Davie, FL 33328
pholste@davie-fl.gov

With a copy to Municipality Counsel:

Allan Weinthal
8800 SW 36 St. Davie, FL 33328
AWeinthal@davie-fl.gov

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2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF DEERFIELD BEACH through its governing body, signing by and through its MAYOR AND CITY MANAGER, authorized to execute the same by action of its governing body on the 17th day of June, 2025.

CITY OF DEERFIELD BEACH

WITNESS:

Signature of Witness

Tracy Britten
Print or Type Name of Witness

Signature of Witness

Samantha Charlemont
Print or Type Name of Witness

By: _____
Todd Drosky, Mayor

17th day of June, 2025

By: Signed by: Rodney Brimlow
7A3014915ABB442...
Rodney Brimlow, Municipal Manager

_____ day of 6/23/2025, 2025

ATTEST:

Signed by: Heather Montemayor
5E72EBB3A1E04DD...
Heather Montemayor, Municipal Clerk

Approved as to legal form by:

Signed by: Anthony Soroka
5CAA0437D59A4C4...
Anthony Soroka, Municipal Attorney

Notices to Municipality: (name/address/ email)

Rodney Brimlow, City Manager

150 NE 2nd Avenue, Deerfield Beach, FL 33441

RBrimlow@deerfieldbeachfl.gov

With a copy to Municipality Counsel:

Anthony Soroka, City Attorney

2255 Glades Road, Suite 200-E, Boca Raton, FL 33431

ASoroka@wsh-law.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF FORT LAUDERDALE, through its governing body, signing by and through its Mayor and City Manager, authorized to execute the same by action of its governing body on the 30th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____
Dean J. Trantalis, Mayor

1 day of July, 2025

By: _____
Rickelle Williams, City Manager

30th day of June, 2025

ATTEST:

for David R. Soloman, City Clerk

Approved as to form and correctness by:

Sr. Assistant City Attorney

Notices to Municipality: (name/address/email)
Rickelle Williams, City Manager
101 NE Third Avenue, Suite 2100
Fort Lauderdale, FL 33301
rickellewilliams@fortlauderdale.gov

With a copy to City Attorney:
D'Wayne M. Spence, Interim City Attorney
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301
dspence@fortlauderdale.gov

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF HALLANDALE BEACH through its governing body, signing by and through its City Manager, authorized to execute the same by action of its governing body on the 15th day of September, 2025.

MUNICIPALITY

WITNESS:

By: Joy Cooper (Oct 4, 2025 09:17:57 EDT)

Signature of Witness

Joy Cooper, Mayor

Print or Type Name of Witness

2nd day of October, 2025

Signature of Witness

By: Jeremy Earle (Oct 2, 2025 17:29:13 EDT)

Dr. Jeremy Earle, Municipal Manager

Print or Type Name of Witness

2nd day of October, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

2098

Municipal Attorney

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Hillsboro Beach through its governing body, signing by and through its MAYOR, authorized to execute the same by action of its governing body on the 1 day of JULY, 2025.

MUNICIPALITY

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

WITNESS:

Signature of Witness

LaTaya Little
Print or Type Name of Witness

Signature of Witness

Wai Wong
Print or Type Name of Witness

By: _____
Dawn Miller, Mayor

1st day of JULY, 2025

By: _____
Mac Serda, Town Manager

29 day of July, 2025

ATTEST:

Sherry D. Henderson, Town Clerk

Approved as to legal form by:

Donald J. Doody, Town Attorney

TOWN OF HILLSBORO BEACH FLORIDA

Notices to Municipality: (name/address/email)

Mac Serda, Town Manager

Town of Hillsboro Beach Town Hall

1210 Hillsboro Mile, Hillsboro Beach, FL 33062

With a copy to Municipality Counsel:

Goren, Cherof, Doody & Ezrol, P.A.

ATTN: Donald J. Doody, Town Attorney

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, FL 33308

Docusign Envelope ID: 43116CB9-8F27-4AFB-A178-C862F0AB6D85

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF HOLLYWOOD through its governing body, signing by and through its CITY COMMISSION, authorized to execute the same by action of its governing body on the 2ND day of JULY, 2025.

MUNICIPALITY

WITNESS:

Cheryl Lahaud
Signature of Witness

Cheryl Lahaud
Print or Type Name of Witness

Signature of Witness

Nancy Ellen Caruso
Print or Type Name of Witness

By: _____
Josh Levy, Mayor

20 day of ~~2025~~ August, 2025

By: _____
George R. Keller, JR. CPPT, Municipal Manager

20 day of August, 2025

ATTEST:

Municipal Clerk
Patricia Cerny, MMC

Approved as to legal form by:

Initial DL

DocuSigned by:
Damaris Henlon
F07CB57F2519477...
8/17/2025

Municipal Attorney
Damaris Henlon

Notices to Municipality: (name/address/email)
Adam Reichbach Email: Areichbach@hollywoodfl.org
2600 Hollywood Boulevard
Hollywood, Florida 33022

With a copy to Municipality Counsel:
2600 Hollywood Boulevard
Hollywood, Florida 33022

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

Town of Lauderdale-By-The-Sea through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 24th day of June 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Karen Gates
Print or Type Name of Witness

Signature of Witness

Sue Covetode
Print or Type Name of Witness

By: Mayor Edmund Malkoon
Edmund Malkoon, Mayor

25th day of June, 2025

By: Linda Connors
Linda Connors, Municipal Manager

25th day of June, 2025

ATTEST:

Katrina Adler
Katrina Adler, Municipal Clerk

Approved as to legal form by:

Susan Trevarthen
Susan Trevarthen, Municipal Attorney

Notices to Municipality: (name/address/email)

Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
townclerk@lbts-fl.gov

With a copy to Municipality Counsel:

Weiss Serota Helfman Cole & Bierman
200 E. Broward Blvd St. 1900
Fort Lauderdale, FL 33301

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Lauderdale Lakes through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

_____
Signature of Witness

_____
Print or Type Name of Witness

_____
Signature of Witness

_____
Print or Type Name of Witness

By: _____, Mayor

23rd day of July, 2024

By: _____, Municipal Manager

23rd day of July, 2024

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Municipal Attorney

BROWARD COUNTY, FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES
INCORPORATED 1961

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

_____

_____

_____

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF LAUDERHILL through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 30th day of June, 2025.

MUNICIPALITY - CITY OF LAUDERHILL

WITNESS:

Signature of Witness

Jessica Wilson
Print or Type Name of Witness

Signature of Witness

Jasmin Khavandegaran-Ruiz
Print or Type Name of Witness

By: _____
Denise D. Grant, Mayor

28 day of July, 2025

By: _____
Kennie Hobbs, Jr., City Manager

28 day of July, 2025

ATTEST:

Andrea M. Anderson, City Clerk

Approved as to legal form by:

Hans Ottinot, City Attorney

Notices to Municipality:
Kennie Hobbs, Jr.
City Manager
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

With a copy to:
Hans Ottinot
Ottinot Law P.A.
5944 Coral Ridge Drive, PM#201 Coral Springs, FL 33076

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Lighthouse Point through its governing body, signing by and through its mayor, authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Cori Olympio
Print or Type Name of Witness

Signature of Witness

Kelly Blair
Print or Type Name of Witness

By:
Kyle Van Buskirk, Mayor

24th day of June, 2025

By:
Ross Licata, Municipal Manager
City Administrator

24 day of June, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

Ross Licata, City Administrator
2200 NE 38th Street, Lighthouse Point

RLicata@lighthousepointfl.gov

With a copy to Municipality Counsel:

Michael D. Cirullo, Jr.
Goren Cherof Doody + Ezrol P.A.
3099 E. Commercial Blvd. Ste 200
Ft. Lauderdale, FL 33308
mcirullo@gorencherof.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Margate through its governing body, signing by and through its Mayor or Vice Mayor, authorized to execute the same by action of its governing body on the 18th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Arlene R. Schwartz, Mayor

18th day of June, 2025

By: Cale Curtis, Municipal Manager

18th day of June, 2025

ATTEST:

Municipal Clerk - Jennifer Johnson

Approved as to legal form by:

Municipal Attorney - David Tolces

Notices to Municipality: (name/address/email)

Cale Curtis, City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

With a copy to Municipality Counsel:

David Tolces
City of Margate
5790 Margate Blvd.
Margate, FL 33063

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF _MIRAMAR_ through its governing body, signing by and through its _City Manager_, authorized to execute the same by action of its governing body on the _3rd_ day of _September_, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Fredenika Dejean
Print or Type Name of Witness

Signature of Witness

St. Claire, Alexandra
Print or Type Name of Witness

By: _____
Dr. Roy Virgin, City Manager

3rd day of Sept, 2025

Notices to Municipality: (name/address/email)

Dr. Roy Virgin
City Manager
City of Miramar
2200 Civic Center Place
Miramar, FL 33025
rvirgin@miramarfl.gov

ATTEST:

Denise A. Gibbs
City Clerk

With a copy to Municipality Counsel:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts (NW 7th Avenue)
Ft. Lauderdale, FL 33311
Bnorris@apnwplaw.com

Approved as to legal form by:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF North Lauderdale through its governing body, signing by and through its City Commission authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____
Samson Borgelin, Mayor

_____ day of _____, ~~2024~~ 2025

By: _____
, Municipal Manager

_____ day of _____, ~~2024~~ 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

With a copy to Municipality Counsel:

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Oakland Park through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 16th day of July 2025.

MUNICIPALITY

WITNESS:

Michelle V. Fletcher
Signature of Witness

Michelle V. Fletcher
Print or Type Name of Witness

Robin Greco
Signature of Witness

Robin Greco
Print or Type Name of Witness

By: _____
Tim Lonergan, Mayor

16th day of July, 2025

By: _____
David Hebert, Municipal Manager

16th day of July, 2025

Notices to Municipality: (name/address/email)

David Hebert, City Manager
City of Oakland Park
3650 NE 12 Avenue, Oakland Park, FL 33334
Davidh@oaklandparkfl.gov

ATTEST:

Renee M Shunt
Municipal Clerk
R-2025-117

With a copy to Municipality Counsel:

Donald J. Doody (Goren, Cherof, Doody and Ezrol, PA)
3099 East Commercial Blvd, Suite 200
Fort Lauderdale, FL 33308

Approved as to legal form by:

N J Woody
Municipal Attorney

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Parkland through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 1st day of May, 2025.

MUNICIPALITY

WITNESS:

Stephanie Frohman
Signature of Witness

Stephanie Frohman
Print or Type Name of Witness

Marcela C. Madigan
Signature of Witness

Marcela C. Madigan
Print or Type Name of Witness

By: _____
, Mayor

1st day of May, 2025

By: _____
, Municipal Manager

23rd day of June, 2025

ATTEST:

Alyson Morales
Municipal Clerk

Approved as to legal form by:

_____
Municipal Attorney

Notices to Municipality: (name/address/email)

nmorando@cityofparkland.org - Nancy Morando
amorales@cityofparkland.org - Alyson Morales
jwehmeyer@cityofparkland.org - Jackie Wehmeyer

With a copy to Municipality Counsel:

Anthony Soroka
asoroka@wsh-law.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Pembroke Park through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the 10th day of September, 2025.

MUNICIPALITY

WITNESS:

_____
Signature of Witness

_____
Print or Type Name of Witness

_____
Signature of Witness

_____
Print or Type Name of Witness

By: _____
, Mayor

10th day of September, 2024

By: _____
, Municipal Manager

12 day of SEPT., 2024

ATTEST: _____
Municipal Clerk

PEMBROKE PARK TOWN OF DECEMBER 10 A.D. 1957 SEAL BROWARD COUNTY, FLORIDA

Approved as to legal form by:

_____
Municipal Attorney

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

_____

_____

_____

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Pembroke Pines through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

~~MUNICIPALITY~~

WITNESS:

Julia Lakosky
Signature of Witness

Julia Lakosky
~~Print or Type~~ Name of Witness

Signature of Witness

Michelle Dawson
Print or Type Name of Witness

By: _____, Mayor

26 day of June, ~~2024~~ 2025

By: Charles S. Dodge, Municipal Manager

26 day of June, ~~2024~~ 2025

Approved as to form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

_____

_____

_____

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Plantation through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 25th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Karen Joiner
Print or Type Name of Witness

Signature of Witness

Elsa Thompson
Print or Type Name of Witness

By: , Mayor

25th day of June, 2024

By: , Municipal Manager

25th day of June, 2024

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices to Municipality: (name/address/email)

City of Plantation
400 NW 73rd Ave
Plantation FL 33317

With a copy to Municipality Counsel:

Kerry Czol
3099 E. Commercial Blvd #200
Ft. Lauderdale FL 33308

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Pompano Beach through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Brittany Tilson
Print or Type Name of Witness

Signature of Witness

Alexandre Cole
Print or Type Name of Witness

By:

Rex Hardin, Mayor

24th day of June, 2025

By:

Gregory P. Harrison, Municipal Manager

24th day of June, 2025

ATTEST:

Kervin Alfred, Municipal Clerk

Approved as to legal form by:

Mark E. Berman Municipal Attorney
(City)

CITY OF POMPANO BEACH FLORIDA
EST. 1908
OFFICIAL SEAL

Notices to Municipality: (name/address/ email)

City Manager
100 W. Atlantic Blvd. 4th Floor
Pompano Beach, FL 33060
Greg.Harrison@COPBFL.com

With a copy to Municipality Counsel:

City Attorney
100 W. Atlantic Blvd. 4th Floor
Pompano Beach, FL 33060

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Southwest Ranches through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 12th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

DANIEL R STEWART
Print or Type Name of Witness

Signature of Witness

Jennifer McCarty
Print or Type Name of Witness

By: Steve Breitkreuz, Mayor

12th day of June, 2025

By: Russell Muñiz, Municipal Manager

12th day of June, 2025

ATTEST:

Debra M. Ruesga, Municipal Clerk

Approved as to legal form by:

Keith Poliakoff, Municipal Attorney

Notices to Municipality: (name/address/email)

Russell Muñiz, Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

With a copy to Municipality Counsel:

Keith Poliakoff, Town Attorney

13400 Griffin Road

Southwest Ranches, FL 33330

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Sunrise through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 24th day of June, 2025.

MUNICIPALITY

WITNESS:

Lourdes Lawrence
Signature of Witness

Lourdes Lawrence
Print or Type Name of Witness

Lourdes Lawrence
Signature of Witness

Lourdes Lawrence
Print or Type Name of Witness

By: _____
City of Sunrise, Mayor

24 day of June, 2025

By: _____
City of Sunrise Municipal Manager

25 day of June, 2024/5

ATTEST:

_____
Municipal Clerk Felicia M. Bravo, City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 FLORIDA

Approved as to legal form by:

_____
Municipal Attorney

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

Thomas P. Moss
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF **Tamarac** through its governing body, signing by and through its COMMISSION, authorized to execute the same by action of its governing body on the 9th day of JULY, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

ANN MARIE GORDON
Print or Type Name of Witness

Signature of Witness

Cassy Gustave
Print or Type Name of Witness

By: _____, Mayor

10TH day of JULY, 2024

By: _____, Municipal Manager

10 day of July, 2025

ATTEST:

Kimberly Dillon, City Clerk

Approved as to legal form by:

Hans Ottinot, City Attorney

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

Notices to Municipality: (name/address/ email):

Michelle J. Gomez, Mayor

7525 NW 88th Ave.

Tamarac, FL 33321

With a copy to Municipality Counsel:

Hans Ottinot, City Attorney

7525 NW 88th Ave.

Tamarac, FL 33321

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/~~TOWN/VILLAGE~~ OF WEST PARK through its governing body, signing by and through its MAYOR, authorized to execute the same by action of its governing body on the 18TH day of JUNE, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Olalekan Akinduro
Print or Type Name of Witness

Signature of Witness

Arklyna Millien
Print or Type Name of Witness

By: _____, Mayor

20TH day of JUNE, 2025

By: W. Abalog, Municipal Manager

20TH day of JUNE, 2025

RESOLUTION #2025-74

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

~~Notices to Municipality: (name/address/email)~~

W. AJIBOLA BALOGUN
CITY ADMINISTRATOR
CITY OF WEST PARK
1965 S. STATE ROAD 7,
WEST PARK, FL. 33023
ABALOGUN@CITYOFWESTPARK.ORG.

With a copy to Municipality Counsel:

BURNADETTE NORRIS-WEEKS
CITY OF WEST PARK
1965 S. STATE ROAD 7
WEST PARK, FL. 33023
BNORRIS@APNWLAW.COM.

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY OF WESTON through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 16th day of June, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Karl C. Thompson
Print or Type Name of Witness

Signature of Witness

Bryan Cahen
Print or Type Name of Witness

By: Margaret Brown
Margaret Brown, Mayor
16th day of June, 2024

By: Donald P. Decker
Donald P. Decker, City Manager
16th day of June, 2024

ATTEST:

Patricia A. Bates, MMC, City Clerk

Approved as to legal form by:

Jamie Alan Cole City Attorney

Notices to Municipality: (name/address/ email)

Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

ddecker@westonfl.org

With a copy to Municipality Counsel:

Jamie Alan Cole, City Attorney
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF Wilton Manors through its governing body, signing by and through its Mayor, authorized to execute the same by action of its governing body on the 8th day of July, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

Patricia Staples
Print or Type Name of Witness

Signature of Witness

Johnnie Goodnight
Print or Type Name of Witness

By: _____
Scott Newton , Mayor

8th day of July, 2025

By: _____
Leigh Ann Henderson, Municipal Manager

8th day of July, 2025

ATTEST:

Municipal Clerk

Approved as to legal form by:

/s/ Kerry L. Ezrol
Municipal Attorney

Notices to Municipality: (name/address/email)

Leigh Ann Henderson, City Manager

City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
LHenderson@WiltonManors.com

With a copy to Municipality Counsel:

Kerry L. Ezrol, City Attorney

Goren, Cherof, Doody & Ezrol P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
KEzrol@gorencherof.com

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

The Broward County City Managers Association, Inc., through its governing body, signing by and through its President, authorized to execute the same by BCCMA action on the 15th day of July, 2025.

BCCMA

WITNESS:

Signature of Witness

By: _____
Signature

Print or Type Name of Witness:

Chris O'Brien

Signature of Witness

Raelin Storey
Print or Type Name of Witness

Print Name/Title:

Adam Reichbach, BCCMA President

15th day of July, 2025

Approved as to form by:
BCCMA Counsel

Julie Klahr
Signature

JULIE KLAHR
Print Name

Notices to BCCMA: (name/address/email)

Adam Reichbach, BCCMA President
2600 Hollywood Blvd
P.O. Box 229045
Hollywood, FL 33022
areichbach@hollywoodfl.org

With a copy to BCCMA Counsel:

Julie Klahr, BCCMA General Counsel
Goren, Cherof, Doody & Ezrol, PA
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JKlahr@GorenCherof.com

EXHIBIT A

Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B

Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: $30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles [1]	Surtax Allocation [2]
Coconut Creek	48.000	0.000	48.000	1.14%	$343,110
Cooper City	75.040	0.000	75.040	1.79%	$536,396
Coral Springs	226.100	0.000	226.100	5.39%	$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	$666,671
Davie	310.210	5.500	315.710	7.52%	$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	$487,453
Hillsboro Beach [3]	0.500	0.000	0.500	0.01%	$3,574
Hollywood	365.370	61.100	426.470	10.16%	$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	$314,518
Lauderhill	106.500	0.000	106.500	2.54%	$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	$325,240
Margate	101.090	0.000	101.090	2.41%	$722,605
Miramar	166.380	0.000	166.380	3.96%	$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	$385,999
Oakland Park	115.000	0.000	115.000	2.74%	$822,036
Parkland	29.200	0.000	29.200	0.70%	$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	$3,358,553
Plantation	219.800	0.000	219.800	5.24%	$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	$485,358
Sunrise	186.020	8.400	194.420	4.63%	$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	$978,294
West Park	51.550	0.000	51.550	1.23%	$368,486
Weston	100.743	0.000	100.743	2.40%	$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	$30,000,000

Source: *2023 City County Mileage*, FDOT City/County Road Mileage *Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfIAvma106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]*

Notes:

(1) ***Percentage of Centerline Miles*** is calculated using the Total of Paved + Unpaved Municipal-owned Roads

(2) ***Surtax Allocation*** is obtained by applying the ***Percentage of Centerline Miles*** by Municipality to $30,000,000

(3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails(1)								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	$500,000.00	Construction	$4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	$506,520.00	Construction	$4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	$552,779.00	Design & Construction	$12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	$235,414.00	Design & Construction	$3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	$223,320.00	Construction	$7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	$115,400.00	Construction	$1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	$1,181,617.00	Construction	$10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	$1,527,120.00	Construction	$25,106,984

Notes:

(1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling $33,266,254.

(2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D

Municipal Five-Year Plans for Fiscal Years 2020 - 2029

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
M&M	1	Lauderhill	BC-LAHILL-FY2020-00001	$ 35,500	C																			$ 35,500
M&M	1	Plantation	BC-PLANT-FY2020-00001	$ 2,749,874	C																			$ 2,749,874
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00001	$ 2,553,217	C																			$ 2,553,217
M&M	1	Hollywood	BC-HLYWD-FY2020-00002	$ 1,666,863	C																			$ 1,666,863
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00004	$ 1,611,300	C																			$ 1,611,300
M&M	1	Hollywood	BC-HLYWD-FY2020-00001	$ 2,367,457	C																			$ 2,367,457
M&M	1	Tamarac	BC-TAMAR-FY2020-00001	$ 2,817,339	C																			$ 2,817,339
M&M	2	Coconut Creek	BC-COREEK-FY2020-00001	$ 1,000,000	C																			$ 1,000,000
M&M	1	Deerfield Beach	BC-DRBEACH-FY2020-00001	$ 791,219	C																			$ 791,219
M&M	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	$ 1,223,165	C																			$ 1,223,165
M&M	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	$ 913,588	C																			$ 913,588
M&M	1	Oakland Park	BC-OAKLAND-FY2020-00001	$ 2,981,440	C																			$ 2,981,440
M&M	1	Miramar	BC-MIRAM-FY2020-00001	$ 2,734,426	C																			$ 2,734,426
M&M	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	$ 737,005	C																			$ 737,005
M&M	1	Hollywood	BC-HLYWD-FY2020-00003	$ 1,038,006	C																			$ 1,038,006
M&M	1	Hallandale Beach	BC-HBEACH-FY2020-00001	$ 2,971,710	C																			$ 2,971,710
M&M	1	Oakland Park	BC-OAKLAND-FY2020-00002	$ 2,012,809	C																			$ 2,012,809
M&M	1	Miramar	BC-MIRAM-FY2020-00002	$ 1,858,[illegible]	C																			$ 1,858,[illegible]
M&M	1	Weston	BC-WESTON-FY2020-00004	$ 72,763	C																			$ 72,763
M&M	1	Cooper City	BC-COOPER-FY2020-00001	$ 1,036,960	C																			$ 1,036,960
M&M	1	Dania Beach	BC-DBEACH-FY2020-00001	$ 297,905	C																			$ 297,905
M&M	1	Miramar	BC-MIRAM-FY2020-00001	$ 1,995,001	C																			$ 1,995,001
M&M	1	Coral Springs	BC-CSPRINGS-FY2020-00001	$ 999,406	C																			$ 999,406
M&M	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	$ 1,440,094	C																			$ 1,440,094
M&M	1	Margate	BC-MARG-FY2020-00002	$ 393,350	C																			$ 393,350
M&M	1	Weston	BC-WESTON-FY2020-00001	$ 596,268	C																			$ 596,268
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00001	$ 1,252,300	C																			$ 1,252,300
M&M	1	Margate	BC-MARG-FY2020-00001	$ 179,064	C																			$ 179,064
M&M	1	Lighthouse Point	BC-LHPOINT-FY2020-00002	$ 1,791,247	C																			$ 1,791,247
M&M	1	North Lauderdale	BC-NRTHLAUD-FY2020-00004	$ 1,814,575	C																			$ 1,814,575
M&M	1	Sunrise	BC-SUNRISE-FY2020-00003	$ 812,796	C																			$ 812,796
M&M	1	Pembroke Pines	BC-PBROPINES-FY2020-00001	$ 983,380	C																			$ 983,380
M&M	1	Weston	BC-WESTON-FY2020-00002	$ 191,834	C																			$ 191,834
M&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00003	$ 522,757	C																			$ 522,757
M&M	1	Margate	BC-MARG-FY2020-00003	$ 1,053,184	C																			$ 1,053,184
M&M	1	Weston Manors	BC-WESMANORS-FY2020-00001	$ 1,334,867	C																			$ 1,334,867
M&M	1	Wilton Manors	BC-WLSMANORS-FY2020-00003	$ 1,425,600	C																			$ 1,425,600
M&M	1	Wilton Manors	BC-WLSMANORS-FY2020-00002	$ 1,884,467	C																			$ 1,884,467
M&M	1	Sunrise	BC-SUNRISE-FY2020-00006	$ 1,853,260	C																			$ 1,853,260
M&M	1	Lauderdale Lakes	BC-LAKES-FY2020-00001	$ 400,000	C																			$ 400,000
MCP	1	Wilton Manors	WILT-008	$ 297,733	C																			$ 297,733
MCP	1	Sunrise	SUNR CEK 1	$ 5,180,000	C																			$ 5,184,000
MCP	1	Pompano Beach	POMP 004	$ 1,174,741	C																			$ 1,174,741
MCP	1	North Lauderdale	NLAU-001 1	$ 1,998,181	C																			$ 1,998,181
MCP	1	Weston	WEST 224	$ 1,617,082	C																			$ 1,617,082
MCP	1	West Park	WPRK 004	$ 1,638,987	C																			$ 1,638,987
MCP	1	Coral Springs	CORA 116 1	$ 496,917	C																			$ 496,917
MCP	1	Dania Beach	DANI 015	$ 2,191,740	C																			$ 2,191,740
MCP	1	Davie	DAVI 001	$ 1,859,167	C																			$ 1,859,167
MCP	1	Cooper City	COOP 038	$ 100,000	C																			$ 100,000
MCP	1	Hallandale Beach	HALL 026	$ 513,600	C																			$ 513,600
MCP	1	Greenfield Beach	GRFB 001	$ 800,000	C																			$ 800,000
MCP	1	Southwest Ranches	SWRA 032	$ 124,000	C																			$ 124,000
MCP	1	Oakland Park	OAKL 009	$ 100,000	C																			$ 100,000
MCP	1	Hollywood	HOLL 084	$ 5,000,000	C																			$ 5,000,000
MCP	1	Pembroke Park	PPRK 002					$ 1,372,115	C															$ 1,372,115
MCP	1	Fort Lauderdale	FORT 122	$ 7,996,668	C																			$ 7,996,668
MCP	1	Tamarac	TAMA 009 1	$ 578,907	C																			$ 578,907
MCP	1	Weston Manors	WILT 012	$ 629,804	C																			$ 629,804
MCP	1	Pompano Beach	POMP 006	$ 1,741,848	C																			$ 1,741,848
MCP	1	Hallandale Beach	HALL 005	$ 1,977,563	C																			$ 1,977,563
MCP	1	Davie	DAVI 001	$ 1,000,000	C																			$ 1,000,000
MCP	1	Hollywood	HOL 095	$ 100,000	C																			$ 100,000
MCP	1	Lauderdale Lakes	LAK 015	$ 863,663	C																			$ 863,663
MCP	1	Weston	WEST 108	$ 119,986	C																			$ 119,986
MCP	1	Weston	WEST 207 1	$ 232,139	C																			$ 232,139
MCP	1	Tamarac	TAMA 014	$ 645,817	C																			$ 645,817
MCP	1	Wilton Manors	WILT 013	$ 699,600	C																			$ 699,600
MCP	1	Miramar/Pembroke Pines	MIRA 00_	$ 5,980,000	D	$ 8,600,000	A					$ 37,700,000	C	$ 10,000,000	C	$ 11,000,000	C	$ 10,000,000	C	$ 10,000,000	C			$ 87,180,000
MCP	1	Fort Lauderdale	FORT 108	$ 295,000	A					$ 785,000	D			$ 2,752,500	C	$ 2,752,500	C							$ 6,500,000
MCP	1	Parkland Park	PARK 003	$ 94,000	D	$ 6,930,000	C																	$ 7,024,000
MCP	1	Coral Springs	CORA 097	$ 600,000	A			$ 750,000	D	$ 9,450,000	C			$ 350,000	D	$ 350,000	C							$ 11,500,000
MCP	1	Pompano Beach	POMP 007	$ 3,883,200	D			$ 19,958,400	C			$ 10,958,400	C											$ 34,800,000
MCP	1	Hollywood	HOLL 036	$ 100,000	D	$ 880,000	C																	$ 1,000,000
MCP	1	Davie	DAVI 016	$ 160,000	D	$ 2,640,000	C																	$ 2,800,000
MCP	1	Pembroke Park	PPRK 039	$ 132,938	A									$ 531,750	D	$ 1,796,562	D							$ 2,461,250
MCP	1	West Park	WPRK 002	$ 90,000	D	$ 662,000	C																	$ 752,000
MCP	1	Lauderdale Lakes	LAK 009	$ 75,000	A					$ 107,000	D			$ 722,500	C									$ 892,000
MCP	1	Pembroke Park	PPRK 036	$ 264,000	D	$ 220,000	C							$ 1,909,497	C									$ 2,393,497
MCP	1	Weston	WEST 309	$ 986,000	D							$ 4,322,000	C											$ 5,308,000
MCP	1	Deerfield Beach	DEER 007	$ 180,000	D					$ 3,570,000	C													$ 3,750,000
MCP	1	Tamarac	TAMA 008	$ 195,000	A			$ 540,000	D					$ 1,875,000	C									$ 2,610,000

Page 2 of 2

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	$ 67,500	P							$ 370,000	D	$ 1,912,500	C									$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	$ 340,218	D			$ 4,659,782	C															$ 5,000,000
MCP	1	Margate	MARG-002	$ 20,880	D					$ 153,120	C													$ 174,000
MCP	1	Fort Lauderdale	FORT-014	$ 360,000	D			$ 1,640,000	P															$ 2,000,000
MCP	1	Oakland Park	OAKP-007	$ 150,000	P																			$ 150,000
MCP	1	Coral Springs	CORA-008	$ 600,000	P									$ 400,000	D	$ 9,400,000	C	$ 9,100,000	C					$ 19,000,000
MCP	1	Hollywood	HOLL-008	$ 150,000	P							$ 600,000	D	$ 4,250,000	C									$ 5,000,000
MCP	1	Miramar	MIRA-020	$ 144,000	D					$ 1,056,000	C													$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-010	$ 15,000	P					$ 60,000	D					$ 425,000	C							$ 500,000
MCP	1	Sunrise	SUNR-025	$ 1,110,000	D					$ 2,860,000	C					$ 5,280,000	C							$ 9,250,000
MCP	1	Davie	DAVI-012	$ 240,000	D							$ 1,760,000	C											$ 2,000,000
MCP	1	Wilton Manors	WILT-001	$ 240,000	D					$ 1,760,000	C													$ 2,000,000
MCP	1	West Park	WPRK-003	$ 420,000	D							$ 3,080,000	C											$ 3,500,000
MCP	1	Weston	WEST-192	$ 168,000	D							$ 1,091,520	C											$ 1,259,520
MCP	1	Deerfield Beach	DEER-005	$ 100,000	P					$2,200,000	C													$ 2,300,000
MCP	1	North Lauderdale	NLAU-008	$ 360,000	D			$2,640,000	C															$ 3,000,000
MCP	1	Cooper City	COOP-004	$ 180,000	D							$ 2,112,000	C	$ 1,908,000	C									$ 4,200,000
MCP	1	Parkland	PARK-002	$ 312,000	D			$2,288,000	P															$ 2,600,000
MCP	1	Margate	MARG-004	$ 120,000	D									$ 880,000	C									$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	$ 5,160	D			$37,840	C															$ 43,000
MCP	1	Tamarac	TAMA-001	$ 120,000	P																			$ 120,000
MCP	1	Dania Beach	DANI-017	$ 869,340	D			$ 6,346,660	C															$ 7,216,000
MCP	1	Coral Springs	CORA-102	$ 95,000	D									$ 780,000	C									$ 875,000
MCP	1	Miramar/Pembroke Pines	MIPA-025	$ 252,000	D							$ 1,848,000	C											$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	$ 120,000	D											$ 880,000	C							$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	$ 180,000	D											$ 1,320,000	C							$ 1,500,000
MCP	1	Davie	DAVI-013	$ 336,000	D											$ 2,464,000	C							$ 2,800,000
MCP	1	Coconut Creek	COCO-016	$ 130,674	D									$ 2,824,400	C									$ 2,955,074
MCP	1	West Park	WPRK-008	$ 240,000	D							$ 1,760,000	C											$ 2,000,000
MCP	1	Pompano Beach	POMP-013	$ 711,452	D							$ 5,217,348	C											$ 5,928,800
MCP	1	Parkland	PARK-007	$ 72,000	D											$ 528,000	C							$ 600,000
MCP	1	Margate	MARG-003	$ 24,000	D											$ 176,000	C							$ 200,000
MCP	1	Hollywood	HOLL-006	$ 100,000	D							$ 733,333	C											$ 833,333
MCP	3	Miramar	MIRA-017															$ 606,570	D					$ 606,570
MCP	3	West Park	WPRK-007															$ 115,400	D					$ 115,400
MCP	3.4	Davie	DAVI-019															$ 370,415	D	$ 5,823,572	C			$ 6,193,988
MCP	3	Weston	WEST-312															$ 1,181,617	D					$ 1,181,617
MCP	3.1	Davie	DAVI-007															$ 98,726	D	$ 5,619,570	C			$ 5,718,296
MCP	3	Oakland Park	OAKL-22-004															$ 471,137	C					$ 471,137
MCP	3.4	Davie	DAVI-011															$ 331,979	D	$ 5,796,168	C			$ 6,128,147
MCP	3	Lauderhill	LHIL-518															$ 111,563	D	$ 10,863,448	C			$ 10,975,011
RBAM	1	Parkland Park	OAKL-2020-001							$ 510,510	C													$ 510,510
RBAM	1	Coral Springs	CORA-2020-002											$ 1,737,587	C									$ 1,737,587
RBAM	1	Hallandale Beach	HALL-2020-002							$ 162,979	C													$ 162,979
RBAM	1	North Lauderdale	NLAU-2020-002															$ 1,648,365	C					$ 1,648,365
RBAM	1	Lauderdale Lakes	LLAK-2020-002															$ 2,000,000	C					$ 2,000,000
RBAM	1	Margate	MARG-2020-004							$ 121,599	C													$ 121,599
MCP	4.5	Coconut Creek	COCO-23-007																	$ 1,673,055	D	$ 14,745,558	C	$ 16,418,614
MCP	4.5	Fort Lauderdale	FORT-23-001																	$ 500,000	D	$ 9,677,609	C	$ 10,177,609
MCP	4	Coconut Creek	COCO-23-001																	$ 63,887	C			$ 63,887
MCP	4	Oakland Park	OAKL-22-030																	$ 552,779	P			$ 552,779
MCP	4	Wilton Manors	WILT-22-001													$ 500,000	D							$ 500,000
MCP	4	Oakland Park	OAKL-22-003																	$ 235,414	P			$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																	$ 773,370	D			$ 773,370
MCP	4	Miramar	MIRA-013																	$ 1,527,120	D			$ 1,527,120

MCP = Municipal Capital Project R&M = Reconstruction & Maintenance Project
PH = Phases P - Planning, D - Design R - Right of Way, C - Construction
NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles", only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the master pal surtax program are not shown.

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SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement ("Second Amendment") is made and entered by and among Broward County, a political subdivision of the State of Florida (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by the County on August 29, 2018 (collectively, the "Municipalities," and each a "Municipality"). The County, the MPO, and the Municipalities are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, to be expended for authorized transportation and transit projects in accordance with applicable law including, specifically, Section 212.055(1), Florida Statutes ("Transportation Surtax").

B. The County and the Municipalities recognized the importance of a collaborative and strategic transportation plan for Broward County and the need for a careful analysis of proposed projects to ensure the efficient expenditure of Transportation Surtax proceeds exclusively on eligible projects. Accordingly, the Parties entered the Transportation System Surtax Interlocal Agreement, which provided for, *inter alia*, a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds.

C. On September 12, 2019, the Transportation System Surtax Interlocal Agreement was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects (the "First Amendment"). The Transportation System Surtax Interlocal Agreement, as amended by the First Amendment, will be referred to herein as the "Interlocal Agreement."

D. The Transportation Surtax Ordinance and the Interlocal Agreement provide for the MPO to annually review, rank, and prioritize municipal projects based on the project's ability to alleviate traffic congestion and enhance connectivity. Accordingly, the County and the MPO entered into a separate agreement to establish, *inter alia*, the terms and conditions for the MPO to provide those services.

E. On February 28, 2020, the MPO completed its review and ranking of municipal capital projects for the first funding cycle and provided its recommendations to prioritize funding for 110 municipal capital projects for the County's fiscal year ("FY") 2020. The MPO did not evaluate the remaining 396 municipal capital projects for funding readiness and those projects will be evaluated for Transportation Surtax funding in future funding application cycles. The

County also completed its evaluation, ranking, and approval of municipal rehabilitation and maintenance projects for FY2020.

F. Consistent with the Transportation Surtax Ordinance, all projects to be funded with Transportation Surtax proceeds are considered by the Independent Transportation Surtax Oversight Board for statutory eligibility under Section 212.055(1), Florida Statutes, before the Broward County Commission makes the final decisions regarding project approval and funding. Accordingly, on June 4, 2020, the Oversight Board considered the proposed municipal capital projects ranked by the MPO and the municipal rehabilitation and maintenance projects ranked by the County for FY2020 and identified 97 municipal capital projects and 61 municipal rehabilitation and maintenance projects as statutorily eligible. Of the 110 municipal capital projects ranked by the MPO, 13 projects were withdrawn from consideration by the applicable Municipality, deferred at the request of the applicable Municipality, or were deemed statutorily ineligible.

G. On June 18, 2020, the County Commission approved Transportation Surtax funding for FY2020 (which included funding carried forward from FY2019) of (i) more than $60 million for the applicable phases of the 97 statutorily-eligible municipal capital projects recommended by the MPO, and (ii) up to $50 million for municipal rehabilitation and maintenance projects.

H. In July 2020, in connection with the County's annual budget process and the County's FY2021 five-year capital improvement planning, the MPO provided its recommendations to fund additional phases of the 97 approved municipal capital projects (i.e., planning, design, and/or construction).

I. On September 22, 2020, the County Commission approved more than $43 million in Transportation Surtax funding for community shuttle service and municipal capital projects for FY2021 and approved the FY2021 five-year capital plan.

J. Given the extent of the amendments outlined herein, the Parties believe it would be beneficial to fully restate the Interlocal Agreement, as amended, including to (i) document the completion of the MPO's first cycle of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds, (ii) document the allocation of FY2019, FY2020, and FY2021 Transportation Surtax proceeds for approved municipal capital projects, (iii) set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans, (iv) outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY2020, (v) document the allocation of FY2019 and FY2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects, and (vi) document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

I. Recitals and Definitions.

A. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

B. Definitions. The following terms as used herein shall have the following meanings:

1. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

2. ***Community Shuttle Service*** means the capital and operating expenses associated with existing, new, or expanded public transportation services, operated by participating Municipalities within their jurisdictions, that supplement fixed route mass transit service and are available to persons traveling within the Municipality.

3. ***County Commission*** means the Broward County Board of County Commissioners.

4. ***Cycle 1 Ranked Projects*** means the 110 Municipal Capital Projects listed in **Exhibit A** that were ranked and recommended by the MPO for funding in FY2020.

5. ***FDOT*** means the Florida Department of Transportation.

6. ***Fiscal Year*** means the County's fiscal year, which begins on October 1 of the year prior to the year referenced and ends on September 30 of the year referenced. For example, Fiscal Year 2020 began on October 1, 2019, and ended on September 30, 2020. Each specific Fiscal Year reference is abbreviated using "FY" preceding the year such that "FY2020" means Fiscal Year 2020, FY2021 means Fiscal Year 2021, and so forth.

7. ***Five-Year Plan*** means the schedule approved annually by the County Commission in connection with the County's annual five-year capital improvement planning, which provides for the timing of all Transportation Surtax funded capital improvement projects over a rolling period of the next five Fiscal Years, subject to the County Commission's decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated year, such that "FY2021 Five-Year Plan" means the Five-Year Plan that begins in Fiscal Year 2021.

8. ***FY2020 Approved Projects*** means the 97 Municipal Capital Projects that are a subset of the 110 Cycle 1 Ranked Projects listed in **Exhibit A**, and that were determined statutorily eligible for Transportation Surtax Proceeds. FY2020 Approved Projects do not include the 13 Municipal Capital Projects that were withdrawn, deferred, or deemed ineligible, which are listed in **Charts 1** and **2** on **Exhibit A-1**.

9. ***MAP Administration*** means the County's Mobility Advancement Program Administration staff.

10. ***Minimum Annual Guarantee*** or ***MAG*** means the County's funding commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds received by the County each Fiscal Year to fund, collectively, Community Shuttle Service, Municipal Capital Projects, Municipal R&M Projects, and Municipal Project Contingency, pursuant to the terms and conditions of this Second Amendment.

11. ***MPO ILA*** means the Interlocal Agreement for Transportation Surtax Services entered into between the MPO and the County on April 25, 2019, to establish and implement an organized process for MPO Surtax Staff to evaluate and rank Municipal Capital Projects and make annual recommendations for Transportation Surtax funding in connection with the County's normal Fiscal Year budgeting process and five-year capital improvement planning.

12. ***MPO Surtax Staff*** means the staff or contractors hired by the MPO and funded by Transportation Surtax Proceeds.

13. ***Municipal Capital Projects*** or ***MCPs*** means municipal capital improvement projects involving primarily new or expanded roads, sidewalks, bike paths, bridges, and similar transportation elements.

14. ***Municipal Projects*** means collectively Community Shuttle Service, Municipal Capital Projects (including any Municipal Project Contingency), and Municipal R&M Projects.

15. ***Municipal Project Contingency*** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering Municipal Capital Project costs associated with unforeseen conditions during construction.

16. ***Municipal R&M Projects*** or ***MR&MPs*** means municipal projects that involve restoring a facility to safe and functional condition and/or preventative maintenance of a currently-operating facility to preserve the facility from failure or decline. Such projects include primarily the maintenance or rehabilitation of roads, sidewalks, bike paths, bridges, or similar transportation elements. Municipal R&M Projects do not include, without limitation, mowing, tree trimming, pressure cleaning,

painting, irrigation repairs, landscaping repairs and maintenance, and cleaning and maintenance of catch basins, storm drains, and pipes.

17. ***New Municipal Capital Projects*** or ***New MCPs*** means all Municipal Capital Projects other than the Cycle 1 Ranked Projects.

18. ***Oversight Board*** means the Independent Transportation Surtax Oversight Board established in Section 31½-75 of the Broward County Code of Ordinances.

19. ***Projected Minimum Annual Guarantee*** or ***Projected MAG*** means the amount of MAG funding forecasted by the County to be available for the then-applicable Fiscal Year budget and/or for each of the applicable Fiscal Years in a Five-Year Plan.

20. ***Surtax Funding Agreement*** means the interlocal agreement executed by the County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to the County, and which provides for the remittance of Transportation Surtax funds to the Municipality for a specific Municipal Project.

21. ***Transportation Plan*** means the Regional Mobility & Transportation Enhancements Surtax Initiative considered and approved by the County Commission on September 13, 2018. The Transportation Plan included 709 Municipal Projects (506 MCPs and 203 MR&MPs) with an estimated total cost, inclusive of the Municipal Project Contingency and Community Shuttle Service, of $2.8 billion.

22. ***Transportation Surtax*** means the 30-year 1% transportation surtax levied pursuant to the Transportation Surtax Ordinance and approved by referendum of the general electorate at the November 6, 2018, General Election, the proceeds of which are to be expended in accordance with applicable law.

23. ***Transportation Surtax Ordinance*** means Section 31½-71, et seq., of the Broward County Code of Ordinances.

24. ***Transportation Surtax Proceeds***, except where the context indicates otherwise, means the net amount of Transportation Surtax funds the County received for the applicable Fiscal Year from the Florida Department of Revenue after deduction of the five percent set-aside amount required by Section 129.01(2)(b), Florida Statutes.

25. ***Transportation Surtax Projects*** means all projects funded in whole or in part with Transportation Surtax Proceeds (including projects submitted by Municipalities, the County, or Tri-Rail).

II. **Applications for Funding.**

A. Application Process for New Municipal Capital Projects. Unless otherwise expressly provided in this Second Amendment, Municipalities seeking Transportation Surtax funding for New Municipal Capital Projects shall submit applications to the MPO consistent with the MPO's prescribed application process. Such applications must include all supporting documents necessary to evaluate the New MCP, including all documents required by the MPO through its application process, any additional documents as may be requested by the MPO, and an independent cost estimate for each phase of the New MCP. The MPO's annual application period for New MCPs shall begin no later than **April 1** of each year. New MCPs shall be evaluated and ranked by the MPO consistent with Section IV below.

MCPs in the Transportation Plan that are numbered 111 through 510 in **Exhibit A** require additional evaluation and analysis by the MPO, are New MCPs as defined in this Second Amendment, and must be evaluated, ranked, and recommended for funding by the MPO pursuant to the process provided in Section IV.B. of this Second Amendment.

Upon written notice to the County and the MPO, Municipalities may withdraw an MCP (i.e., cancel its application for Transportation Surtax funding for the applicable project) at any time prior to executing a Surtax Funding Agreement.

The unincorporated area of the County shall be eligible to receive Transportation Surtax Proceeds for MCPs, and projects submitted by the County on behalf of the unincorporated area shall be included and reviewed by the MPO on the same basis as any other MCP.

B. Application Process for Municipal R&M Projects. The County will accept applications for new Municipal R&M Projects periodically as Transportation Surtax Proceeds for MR&MPs become available, as determined by the County. New MR&MPs will be evaluated and ranked by the County consistent with Section IV below.

III. **Eligibility.** To be eligible for funding with Transportation Surtax Proceeds, Municipal Projects must comply with Section 212.055(1), Florida Statutes, as well as the following eligibility criteria as applicable:

A. Street lighting: Improvements to lighting systems along a public road that are ancillary to road improvements and illuminate the right-of-way for vehicles, pedestrians, and bicyclists, are eligible projects. Such lighting improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source. A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for these improvements to be eligible.

B. Drainage: Improvements to a public road stormwater system that address drainage deficiencies are eligible, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage projects and may include the width of the road right-of-way plus up to ten feet on each side of the right-of-way to calculate the eligible size of the stormwater system. Increases to the stormwater system to accommodate a drainage area greater than the eligible size are not eligible. Improvements to address runoff from private roads and/or developments are not eligible.

C. Sound Walls: Improvements that are consistent with the then-applicable FDOT noise decibel level criteria and the Broward County criteria for noise abatement projects are only eligible if the improvements meet all of the following criteria:

- Any requested sound wall is due to a road project that adds through lanes to an existing road, alters the road alignment significantly, or constructs a new road;
- The traffic noise study indicates the projected exterior noise level approaches or exceeds 67 decibels (dBA) or increases the existing noise level by 15 dBA or more; and
- FDOT compliant modeling shows the proposed wall will reduce the noise level at least five (5) dBA with a typical design goal of ten (10) dBA reduction.

D. Fiber-optic: Fiber-optic improvements supporting only communications for the County's public transportation system are eligible, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). A shared conduit that includes use for any purpose other than the County's public transportation system is not eligible for funding through Transportation Surtax Proceeds.

E. Landscaping: Only landscaping improvements within the public road right-of-way that are ancillary to a road improvement project and meet the applicable design criteria are eligible. Such landscaping improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source.

F. Parking: Improvements used for park-and-ride or other transit-oriented development parking that serve the public are eligible. Garages directly related to a public transportation project that serve the public are eligible, provided the parking fees do not exceed costs associated with operating and maintaining the facility.

G. Road Improvements: New roads, widening, resurfacing, and repairs of existing roads, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. Evaluation and Ranking.

A. The MPO's Cycle 1 Evaluation and Ranking of Municipal Capital Projects. The Parties acknowledge and stipulate that, having conducted all reasonable inquiry and performed all reasonable diligence, they are unaware of any facts that would render any of the following statements inaccurate or false:

1. The County's FY2020 and FY2021 funding of FY2020 Approved Projects and Municipal Capital Projects provided for in the County's FY2021 Five-Year Plan are consistent with all of the County's contractual obligations to the Municipalities and the MPO, and such funding was determined after prudent and proper consideration of the MPO's recommendations set forth in **Exhibit A**. The MPO's prioritization and ranking methodology and recommendations to the County were appropriately and validly informed by (a) each MCP's ability to alleviate traffic congestion and improve connectivity; (b) other factors such as shovel-readiness, level of service, incident delay, proximity to transit, population density, employment density, equity, and resiliency, as reflected in **Exhibit B** attached; and (c) the MPO's analysis and points distribution system illustrated in **Exhibit B**.

2. The MPO's evaluation and ranking process completed in February 2020 (a) properly considered all MCPs submitted by the Municipalities to date; (b) ranked the submitted MCPs in order from 1 to 110 in a fair and equitable manner in accordance with each of the Parties' contractual obligations; and (c) was not unfairly affected or tainted in any way, including, without limitation, by any existing or contemplated contractual obligations or entanglements of the MPO as consultant or service provider to one or more of the Municipalities.

3. The combined cost of funding all phases of each of the FY2020 Approved Projects far exceeds the projected aggregate Minimum Annual Guarantee for FY2019, FY2020, and all five Fiscal Years in the FY2021 Five-Year Plan. As a result, phases of FY2020 Approved Projects not scheduled for funding in FY2020 will be funded in one or more of the Fiscal Years in the FY2021 Five-Year Plan or subsequent Five-Year Plans, based on the MPO's FY2020 ranking and funding recommendations and the availability of MAG funds. In addition, statutorily-eligible Cycle 1 Ranked Projects deferred at the request of the Municipality will receive priority for MAG funding as outlined in Section IV.B.1(b) below based on the MPO's FY2020 rankings and funding recommendations. Therefore, it is anticipated that MAG funding for New MCPs may not be available before FY2027.

B. MPO Evaluation and Ranking Process for New Municipal Capital Projects: The MPO will develop, establish, and utilize an evaluation and ranking process (the "New MPO E&R Process") to prioritize the order of funding Municipal Capital Projects within the Minimum Annual Guarantee, which process may not be implemented by the MPO prior to it being approved in writing by the County Administrator. Beginning in 2021, or as soon thereafter as such process has been developed by the MPO and approved by the County Administrator, the New MPO E&R Process shall be the process utilized for evaluation and

ranking of New MCPs, and shall include: (1) a preliminary assessment of the project's eligibility under Section 212.055, Florida Statutes, and Section III of this Second Amendment, which assessments shall be made in consultation with the Transportation Surtax General Counsel and counsel for the applicable Municipality; (2) an annual evaluation of any new applications from Municipalities for MAG funding of MCPs; (3) an evaluation of New MCPs for funding in the then-current fiscal year and the applicable Five-Year Plan, as applicable; (4) an evaluation of the cost estimate provided by the applicable Municipality for each expected phase of the applicable MCP; (5) individualized meetings with each Municipality to evaluate its funding applications, funding needs, funding sources, and project performance; (6) an evaluation and ranking of all MCPs for funding that utilizes the criteria listed in Section IV.B.2 below; and (7) a scoring distribution system for the evaluation and ranking of MCPs substantially the same as or similar to the system illustrated in **Exhibit B**.

1. *MPO's Rankings and Funding Recommendation*. Beginning in 2021, by **June 1** of each year and consistent with the requirements of the New MPO E&R Process provided for herein, the MPO will annually develop and deliver to the MAP Administration: (i) a ranked list of MCPs the MPO recommends for funding in the upcoming Fiscal Year, subject to Section IV.A.3; (ii) recommended schedule for funding applicable phases of annually ranked MCPs; and (iii) recommended funding allocations for ranked MCPs within the MAG for each Fiscal Year of the applicable Five-Year Plan. The funding recommendations referenced in subsections (ii) and (iii) herein must be consistent with regard to the upcoming Fiscal Year with the ranked list of MCPs submitted pursuant to subsection (i) herein.

(a) *Annual MCP Rankings*: Subject to Section 4.B.1(b) below, the MPO shall annually rank all MCPs, including New MCPs, and recommend funding within the MAG for the applicable phase of MCPs based on the criteria in Section IV.B.2. Each MCP (including their subsequent phases) shall be re-evaluated on an annual basis pursuant to the New MPO E&R Process and the criteria stated in Section IV.B.2. The Parties acknowledge and stipulate that the MPO's annual Fiscal Year ranking and funding recommendations for MCPs may vary each Fiscal Year, including based on the other MCPs being evaluated at the time and each MCP's progress and status at the time of each annual evaluation, such that a MCP or subsequent phases of any MCP may be ranked higher or lower in the ranked list in different Fiscal Years.

(b) *Cycle 1 Ranked Project Rankings*. Notwithstanding Section IV.B.1(a), unless expressly provided for otherwise in this Second Amendment, Cycle 1 Ranked Projects shall retain their ranking as assigned by the MPO in FY2020 for all phases of the project, including for subsequent phases. In addition, the MPO's annual ranking and funding recommendations shall prioritize funding for Cycle 1 Ranked Projects, in the order of their original ranking, before New MCPs and lower-ranked Cycle 1 Ranked Projects. As a result, unless the Cycle 1 Ranked MCP is withdrawn or abandoned by the Municipality, subsequently deemed ineligible for Transportation Surtax Proceeds, or

deemed infeasible by the County pursuant to Section V.D., the MPO will assign Cycle 1 Ranked Projects the highest rankings in the annual ranking and funding recommendations, consistent with their originally assigned FY2020 ranking order, until all phases of Cycle 1 Ranked Projects are funded.

(c) *MPO's Funding Recommendations Not to Exceed MAG.* The MPO's annual ranking and funding recommendations shall never exceed the Projected MAG for that Fiscal Year provided in writing to the MPO by the County Administrator. The MPO may provide a supplemental list of additional MCPs it recommends for funding in excess of the MAG only if and to the extent of a written request from the County Administrator. To avoid exceeding the MAG in any Fiscal Year, the MPO may recommend that the County distribute funding allocations for a single phase (e.g., construction) of a large MCP among several Fiscal Years, in which event the MPO shall include such recommended allocations in the proposed Five-Year Plan recommendations. The County, in its sole discretion, may time the funding of that phase of the MCP among multiple Fiscal Years within the MAG.

2. *MPO Evaluation and Ranking Criteria.* The MPO shall annually evaluate, rank, and recommend funding for timely submitted MCPs based exclusively on the criteria stated in subsections (a) and (b) below:

(a) The project's ability to ***alleviate traffic congestion and enhance connectivity*** shall be the MPO's **primary** criteria for evaluating and ranking MCPs for funding and shall be weighted more than the factors in subsection (b) and any other factor in the MPO's scoring distribution and methodology. Factors relevant to the alleviation of congestion and enhancement of connectivity may include, without limitation, the following:

i. The project's ability to alleviate traffic congestion and enhance connectivity between and among densely populated and highly concentrated employment zones, existing transit services, and multimodal connections;
ii. The level of service of the connected roadway network;
iii. Connections to facilities like the proposed project, existing facilities, and existing public-school zones; and
iv. The project's ability to reduce incident delays such as vehicular, pedestrian, and bicycle accidents.

(b) The following criteria are secondary to the criteria in subsection (a), and shall be weighted less than the factors in subsection (a) and in such order as the MPO deems appropriate:

i. The project's ability to improve or address an identified resiliency issue on a moderate to highly-vulnerable corridor including, without limitation, considerations of sea level rise and climate change, as set forth in generally accepted studies or reports such as the study titled "Extreme Weather and Climate Change Risk to the Transportation

System in Broward County," or the report titled "2019 Unified Sea Level Rise Projection for Southeast Florida."

ii. Regional impact including, but not limited to, whether the project is a collaborative effort among municipalities and crosses municipal boundaries;
iii. The economic impact in socioeconomically underserved areas as further defined by the MAP Administration;
iv. Demonstrated outreach and public support for the project;
v. Construction-readiness of the project;
vi. Whether the proposed project (including any prior phase of the project) was included in the Transportation Plan, the Cycle 1 Ranked Projects, or a prior evaluation and ranking cycle;
vii. Whether the Municipality has implemented Land Use Policy 2.16.4 by enacting specific regulations including those referenced in Land Use Policy 2.16.4 (applicable only after the Land Use Policy is 2.16.4 is effective);
viii. Whether the Municipality deems the proposed project its highest-priority MCP; and
ix. Project timing, cost, and performance (if any) to date, including but not limited to:
    - The proposed project schedule and estimated completion date;
    - The project budget and the estimated total cost of the project (inclusive of all phases);
    - Whether and the extent to which the project leverages state and/or federal funds; and/or
    - Project implementation performance to date (if any) (e.g., how well the project has met its proposed schedule, delivery goals, budget, and CBE goals).

3. *Duration of the MPO Role*. The MPO ILA is currently scheduled to expire on December 31, 2024. If the MPO ILA expires or is terminated, or if the MPO ILA is modified to remove the MPO from the process of evaluation and ranking of MCPs, the County and the Municipalities will negotiate and execute an amendment to this Second Amendment that identifies the individuals or entities to perform the role of evaluating and ranking MCPs at the conclusion of the MPO's service in that role. Notwithstanding Section VII.D below, the MPO's execution of such an amendment will not be required for it to be effective.

C. County Evaluation and Ranking of Municipal R&M Projects.

1. *Cycle 1 Evaluation and Ranking of Municipal R&M Projects*. The Parties acknowledge and stipulate that all Municipal R&M Projects contained in the Transportation Plan for which documentation was properly submitted in FY2020 were

properly and validly reviewed and ranked by the County based upon the factors listed in Section IV.C.2. below, which resulted in the list of 61 ranked MR&MPs. The Parties agree and stipulate that the total cost of the 61 MR&MPs alone exceeded the MAG for FY2019 and FY2020 combined (exclusive of Community Shuttle Service, all MCPs, and any Municipal Project Contingency). The Parties further agree and stipulate that MR&MPs on the ranked list of 61 MR&MPs that were not funded in FY2020 will be funded in future funding cycles, subject to the availability of MAG funds as determined by the County, until all 61 MR&MPs have been funded. The County may begin accepting applications for new MR&MPs after Surtax Funding Agreements have been fully executed for all 61 MR&MPs reviewed and ranked by the County in FY2020.

2. *Evaluation and Ranking Criteria for Municipal R&M Projects.* The County will evaluate and rank MR&MPs based on its assessment of the following criteria:

(a) The age and condition of the facilities;
(b) Multimodal components;
(c) Sustainability components;
(d) Socio-economic factors (including, without limitation, gas tax revenues distributed, household income, and miles of roadway under municipal jurisdiction);
(e) Construction-readiness of the project;
(f) Geographic and equitable distribution of Transportation Surtax Proceeds countywide; and
(g) Other transportation-related projects occurring or scheduled to occur in the vicinity, including to avoid unnecessary disruption of traffic and inefficient or duplicative work.

The County may re-evaluate and re-rank MR&MPs, in its sole discretion, including MR&MPs previously approved for funding, at any time based on additional information reasonably related to the criteria stated in this Section IV.C.2. and the availability of MAG funding after Community Shuttle Service and Municipal Capital Projects (including any Municipal Project Contingency) are funded in accordance with this Second Amendment.

V. Surtax Proceeds for Municipal Capital Projects.

A. OPPAGA Performance Audit. In 2018, the amount of Transportation Surtax Proceeds estimated during the 30-year levy was approximately $15.6 billion. Section 212.055, Florida Statutes, which authorizes the levy of the Transportation Surtax, was amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." The audit was completed and posted on the County's website as required by the statute.

B. The County's Minimum Annual Guarantee and Project Funding.

1. For each Fiscal Year, the annual amount of Transportation Surtax Proceeds allocated to Community Shuttle Service, MCPs, Municipal Project Contingency, and MR&MPs must be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Each Fiscal Year, the County will utilize the MAG for that Fiscal Year (after fully funding Community Shuttle Service) to fund MCPs, in the order as ranked and recommended by the MPO, except as stated in Section V.D below. If there are unallocated MAG funds after funding MCPs as ranked and recommended by the MPO for that Fiscal Year, the County, in its sole discretion, may roll over the unallocated MAG funds and increase the MAG for the next Fiscal Year by the amount of the rollover, or allocate the funds for MR&MPs.

2. Subject to Section V.B.1 and notwithstanding anything else stated in this Second Amendment, the Parties acknowledge and stipulate that the County has no obligation to fund Municipal Projects (inclusive of Community Shuttle Service, MCPs, MR&MPs, and Municipal Project Contingency) in any Fiscal Year in excess of the MAG. In addition, except for FY2019, FY2020, and FY2021 funding allocations for FY2020 Approved Projects, the Parties acknowledge and stipulate that the County may, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the MAG to fund any Municipal Project, whether or not the project has ever been ranked by the MPO, and regardless of any ranking priority the MPO may have assigned to the project. Further, and except as provided for in Section V.B.1, the Parties agree that: (i) the MPO's ranking and funding recommendations do not apply to MCPs the County elects to fund in excess of the MAG; and (ii) the County has complete discretion to fund any such MCPs in excess of the MAG if, and on such terms and conditions, it chooses.

3. Upon the applicable Municipality's written request, the County in its sole discretion may apply funding for a designated phase of an MCP previously recommended by the MPO (e.g., planning or design) to another phase of the same MCP (e.g., construction) if the following conditions are met: (i) the previously recommended phase of the MCP is completed or other circumstances render funding of that phase futile (e.g., the phase was funded with other resources); and (ii) the substituted phase to be funded has been considered statutorily-eligible by the Oversight Board. The funding amount previously recommended by the MPO for the designated phase is the maximum amount that the County will apply to the substituted phase. Any MAG funding reallocated pursuant to this paragraph shall be counted in terms of calculating whether the County has met its MAG funding obligation.

4. The timing and process of funding any MCP shall be consistent with applicable law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Municipal Project unless the County, through the Transportation Surtax General Counsel, after consultation with counsel for the Municipality and after considering the recommendation of the Oversight Board, confirms

the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this Second Amendment to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) a MCP submitted by a municipality not a party to this Second Amendment; or (ii) any project (or element of a project) legally ineligible for Transportation Surtax Proceeds.

C. The County's Annual Budget and Five-Year Plan.

1. *The County's FY2019, FY2020, and FY2021 Approved Budgets*. The Parties agree and stipulate that: (a) funding allocated by the County for Municipal Projects through the effective date of this Second Amendment exceeds the total MAG for FY2019, FY2020, and FY2021 combined and fully satisfies the County's funding obligation for those Fiscal Years; (b) the County's FY2019, FY2020, and FY2021 funding allocations for the FY2020 Approved Projects were for only the stated phase of the respective FY2020 Approved Project; and (c) funding for phases of FY2020 Approved Projects not budgeted for in the FY2021 Five-Year Plan will be funded by the MAG in subsequent Fiscal Years consistent with the MPO's FY2020 rankings and funding recommendations.

2. *Fiscal Year Budgets and Five-Year Plans After FY2021*. For all Fiscal Years after FY2021, in the normal course of the County's annual budget and capital improvement planning process, the County will, through the County Commission, allocate funding for Transportation Surtax Projects for the then-current Fiscal Year and approve a Five-Year Plan for Transportation Surtax Projects. The County will use a team that will include transportation planning, legal, and other professionals to develop Five-Year Plans and Fiscal Year funding recommendations based on the following considerations:

(a) The MPO's funding recommendations in FY2020 and for subsequent Fiscal Years up to the MAG;
(b) The County Administrator's annual budget recommendations published by the County in approximately July of each year;
(c) The Oversight Board's consideration as to statutory eligibility for funding with Transportation Surtax Proceeds pursuant to Section 212.055(1), Florida Statutes;
(d) Available Transportation Surtax Proceeds;
(e) Revenue and economic forecasts and analysis;
(f) Corridor delivery modeling with an aim to achieve responsible and efficient use of Transportation Surtax Proceeds and the mitigation of potential or actual disruption to residents and businesses;
(g) Requests from Municipalities to reschedule, modify, or combine projects;
(h) Construction-readiness of each Transportation Surtax Project;
(i) The ability to leverage state and/or federal funding; and
(j) Other factors the MAP Administration or the County Commission deems relevant.

3. *The County Commission's Approval and Allocation of Funding for Municipal Projects*. Annually, the MAP Administration will provide to the County Commission for its consideration and approval: (a) a proposed Five-Year Plan which includes at least the Projected MAG funding allocations (after deducting the cost of Community Shuttle Service) for MCPs, by project and Fiscal Year, consistent with the MPO's rankings and MAG funding recommendations for the applicable Fiscal Years; (b) a Fiscal Year budget which includes at least the MAG allocations for Municipal Projects; and (c) its determination as to statutory eligibility of the proposed Transportation Surtax Projects based on the Oversight Board's evaluation. Prior to or simultaneously with its annual presentation to the County Commission, the MAP Administration will notify the Municipalities of the County's proposed Five-Year Plan and the Projected MAG for each Fiscal Year of the Five-Year Plan. The Five-Year Plan will provide for the timing of funding all capital Transportation Surtax Projects and include funding projections over a rolling five-year period. The County has no obligation to fund any MCP in an amount greater than the least of the following: the amount recommended by the MPO, determined statutorily-eligible by the Oversight Board, or the actual cost of the project. As used in this Second Amendment, a Municipal Project (including, as applicable, the designated phase of an MCP) is "funded" when the County Commission approves the allocation of funding for the Municipal Project (or the designated phase of the MCP as applicable) included in the County's then-current Fiscal Year budget. Municipalities will receive funds allocated for MCPs as outlined in Section V.F.

4. *Adjustments to Five-Year Plans*. In the event of a material change in one or more of the factors in Section V.C.2 above, the MAP Administration will (i) make periodic adjustments to the Five-Year Plan consistent with the factors outlined in Section V.D. and, if applicable, present such adjustments to the Oversight Board for its evaluation as to statutory eligibility for funding with Transportation Surtax Proceeds; (ii) present any proposed adjustments to the County Commission for its approval and appropriation of Transportation Surtax Proceeds as the County Commission deems necessary and appropriate; and (iii) in the event Transportation Surtax Proceeds actually received by County exceed the County's projections for that Fiscal Year, the MAP Administration will request additional rankings and recommendations from the MPO to fund additional MCPs and make any necessary proposed adjustments to the MAG funding allocations for that Fiscal Year for the County Commission's approval consistent with subsections (i) and (ii) of this section.

5. *Reimbursements to Municipalities for Eligible Expenditures*. Municipalities may request reimbursement from the County for eligible expenditures under Section 212.055(1), Florida Statutes, and Section of III of this Second Amendment for MCPs included in the then-current Five-Year Plan approved by the County Commission, provided that: 1) the Municipality obtains written approval from the County Administrator of the specific project; 2) the County Commission allocated Transportation Surtax Proceeds for that MCP for the then-current Fiscal Year; and 3) the Municipality

enters into and complies with all terms and conditions of the Surtax Funding Agreement for the applicable project. To the extent permissible under applicable law, the Surtax Funding Agreement may be executed after the expenditures by the Municipality, but must be executed prior to reimbursement, and the provisions of the Surtax Funding Agreement shall govern the eligibility of such expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as approved by the County Commission.

D. The County's Limited Discretion to Fund Municipal Capital Projects Other Than as Ranked by the MPO within the MAG Funding Recommendations. The Parties agree and stipulate that the County may deviate from the MPO's ranking to accelerate or subordinate funding of an MCP within the MAG for the applicable Fiscal Year only when necessary to ensure Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to residents and businesses, in the circumstances set forth herein. The County's deviation from the MPO's ranking order in one Fiscal Year shall not modify the order of priority for funding MCPs in any subsequent Fiscal Year. If the County uses its limited discretion as defined in this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to fund any subordinated MCP within a reasonably prompt time frame once the reason(s) for the deviation as stated in the County's written notice are resolved, subject to the availability of funds within the MAG. The circumstances under which the County may exercise its limited discretion pursuant to this section are limited to the following:

1. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable MCP(s) and the timing of other projects that affect the same or nearby transportation elements to avoid waste;

2. The MCP is scheduled for construction funding for that Fiscal Year but is not construction-ready for any of the following reasons:

(a) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
(b) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
(c) Right-of-way required to construct the project has not been acquired;
(d) The construction cost estimate is ten percent (10%) higher than the construction cost estimate proposed by the Municipality in its application for funding (after factoring in reasonable inflation);
(e) The permits required to construct the project have not been obtained;

(f) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(g) The Municipality's governing body has not adopted a resolution of support confirming its approval for the project to proceed; or

(h) The Municipality states in writing that it is unable or unwilling to move forward with the project because of opposition from an affected community or inadequate public support for the project.

3. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this Second Amendment; and/or

4. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

In addition, the County may, in its sole discretion, deem a MCP infeasible if it fails to meet the construction-ready requirements listed in Section V.D.2 above within three Fiscal Years after the first day of the Fiscal Year for which the MCP was first scheduled for construction funding. If a project is deemed infeasible, as provided in this Section V.D., the project will be deemed canceled and withdrawn, will lose its ranking, and its allocated funding would then be available to fund other Municipal Projects. A Municipality may elect to submit a new application to the MPO for any MCP deemed infeasible by the County.

E. The County's Discretion to Convert a Municipal Project to a County Project. The County may elect, at any time prior to executing a Surtax Funding Agreement, with the consent of the applicable Municipality(ies), to convert any MCP in the then-current Five-Year Plan to a County project. The County will provide written notice to the Municipality of its intent to convert the MCP to a County project. For any MCP converted to a County project, the funding for the project will not be counted toward the MAG, and the timing of funding the project in the applicable Five-Year Plan will be determined by the County in its sole discretion without regard to the MPO's ranking and funding recommendations.

F. Surtax Funding Agreements. The Municipalities shall receive Transportation Surtax Proceeds from the County for a funded Municipal Project subject to and upon execution of, a Surtax Funding Agreement between the County and the Municipality for each such Municipal Project. Surtax Funding Agreements for MCPs and MR&MPs shall include at least a 30% CBE commitment for the project, unless such requirement is determined inapplicable by the Director of the County's Office of Economic and Small Business Development or is modified or waived by the County Commission.

G. Community Shuttle Service. Subject to the availability of funds, the MAG will be used first to directly and fully fund the reasonable and necessary operating, maintenance, and capital costs of existing Community Shuttle Service and any improved or new Community Shuttle Service, before funding MCPs, Municipal Project Contingency, and

MR&MPs. Funding of Community Shuttle Service is not subject to evaluation or ranking by the MPO. Unless waived by the County, to be eligible for Transportation Surtax Proceeds, the Community Shuttle Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route or such other standard as the County may impose. The County may, in its sole discretion, decrease or increase this standard based on future population and ridership growth. The County's Transportation Department administers the Community Shuttle Service program and allocated Community Shuttle Service funding is included in the Transportation Department's annual Fiscal Year budget. In the event of interruptions due to hurricane or other natural disasters causing Municipality to fail to meet the 7.1 passengers per revenue service hour requirement, County may suspend the ridership criteria. The Community Shuttle Service ridership requirement is suspended until the end of the current declared local state of emergency due to COVID-19.

VI. **Additional Requirements**. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by the County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with any conditions recommended by the Oversight Board when such recommendations are expressly and formally approved by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project performance data, metrics, measures, and deliverables as may be prescribed by the County.

A. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to audit by the County and the Oversight Board. Any interest earned by a Municipality on any Transportation Surtax Proceeds shall constitute Transportation Surtax Proceeds and may be utilized by the Municipality only in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by the Contract Administrator, a Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

B. Permitting. To decrease public inconvenience and to facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by the County and is in whole or in part within the geographical boundaries of a Municipality, each Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except to the extent of any portion of the work performed by the County that will be owned, operated, and maintained by the Municipality. The waiver shall include, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. The County shall be responsible for ensuring adequate

plan review, inspections, and compliance with State and County standards for work performed by the County. The County shall waive, unless prohibited by applicable state or federal law, all County permitting fees for Municipal Capital Projects and Municipal R&M Projects.

C. Road Closures. Each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by the County, that ensures the County is promptly notified and promptly provided with data reasonably requested by the County regarding all municipal roads in the Municipality that are closed for any reason, including but not limited to construction of Transportation Surtax Projects, other construction, or flooding.

D. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing in the form and content prescribed by the County, including, but not limited to, signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds, utilizing County-approved wording, logos, or other imagery, which branding and marketing will acknowledge the project contributions of the County and the applicable Municipality(ies). The County will work cooperatively with the Municipality(ies) regarding the location of branding and marketing. The costs for all branding and marketing requested by the County pursuant to this section shall be included in the Transportation Surtax Proceeds allocated for the applicable Municipal Project.

E. Data Collection and Sharing. To the extent requested by the County, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or the Municipality's use of such roads, rights-of-way, properties, or assets. The County shall fund the costs for any such incorporation and placement requested by the County. To the extent that the Municipality controls data collection, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by the County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable project, to the extent requested by the County, each Municipality shall provide the County any and all access to such data as may be requested by the County, including recurring or real-time access or periodic download.

VII. General Provisions.

A. Term of Agreement. This Second Amendment shall remain in full force and effect until all Transportation Surtax Proceeds allocated by the County to Municipal Projects

have been fully expended by all the Municipalities and thereafter until 90 days after the Oversight Board has completed its review of each applicable Party's final audit.

B. No Impact to Future Levies. Nothing in this Second Amendment shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

C. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Second Amendment shall be met solely through the use of Transportation Surtax Proceeds, and all funding provided by the County under this Second Amendment shall be consistent with applicable law including Section 129.01, Florida Statutes.

D. Amendment. This Second Amendment may be amended by a written document formally approved by the County and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population. The MPO's written approval of any amendment shall only be required if the amendment purports to modify any express obligation of the MPO hereunder. Any amendment approved in accordance with this section shall be binding on all Parties hereto.

E. Governing Law, Venue, and Waiver of Jury Trial. This Second Amendment shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this Second Amendment shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS SECOND AMENDMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SECOND AMENDMENT.**

F. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

G. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Second Amendment, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Second Amendment.

H. Notices. In order for a notice to a Party to be effective under this Second Amendment, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with 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). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to the County:	Broward County Administrator 115 S. Andrews Avenue, Room 409 Fort Lauderdale, FL 33301 Current email: bhenry@broward.org
With a copy to:	Broward County Attorney 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301 Current email: ameyers@broward.org
As to Municipality:	Manager/Administrator Name, address, and current email provided on signature page
With a copy to:	Municipal Attorney Name, address, and current email provided on signature page
MPO:	MPO Executive Director 100 W. Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309 Current email: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Weiss Serota Helfman Cole & Bierman 200 E. Broward Blvd., Suite 1900 Fort Lauderdale, FL 33301 Current email: agabriel@wsh-law.com

A Party's notice address may by changed at any time by that Party, provided that Party provides notice of such change consistent with the requirements of this section.

l. Entire Agreement. This Second Amendment constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and supersedes all prior versions of the Interlocal Agreement, the First Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment that is not expressly contained in this Second Amendment. To the extent of any conflict between or among this Second Amendment, the Interlocal Agreement, and the First Amendment (and, with regard to any obligation of the MPO or County under the MPO ILA, to the extent of any conflict between or among

this Second Amendment, the Interlocal Agreement, the First Amendment, and/or the MPO ILA), the provisions of this Second Amendment shall prevail.

J. Headings. The section and subsection headings in this Second Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Second Amendment.

K. Joint Preparation. The preparation of this Second Amendment has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

L. Severability. If any portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this Second Amendment in a manner designed to effectuate the original intent of the Parties.

M. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this Second Amendment.

N. Individual Liability. Except as provided in Section VII.D., each Party agrees and commits to fully comply with the obligations of this Second Amendment for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this Second Amendment shall not constitute a default by any other Party.

O. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date (as defined below) of this Second Amendment, each Party is in full compliance with all terms and conditions of this Second Amendment. To the extent any Party may have a claim for a breach or default of any provision of the Interlocal Agreement, the First Amendment, or this Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases their individual claims.

P. Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the County, the MPO, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population (the "Effective Date").

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to and Restatement of the Transportation Surtax Interlocal Agreement on the respective dates under each signature: 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 September, 2020 (Agenda Item 61); the MPO, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

COUNTY

WITNESSES:

Signature

MARYANNE DARBY

Print Name of Witness above

Signature

TAMARA BRANNON

Print Name of Witness above

BROWARD COUNTY, by and through its County Administrator

By: _____
Bertha Henry, County Administrator

19 day of March, 2021

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: _____ 3/18/21
Devona A. Reynolds Perez (Date)
Assistant County Attorney

By: _____ 3/18/21
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/DRP
Second Amendment to and Restatement Transportation Surtax ILA.doc
01/08/2021
#20-114.00

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

By: _____
Gregory Stuart, Executive Director

This 25th day of February 2020.

MPO

By: _____
FRANK ORTIS, Chair

This 25th day of February 2020.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE MPO ONLY:

By: _____
Alan L. Gabriel, MPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF COCONUT CREEK through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 28th day of January, 2021.

MUNICIPALITY

WITNESS:

Marianne Bowers
Signature of Witness

Marianne Bowers
Print or Type Name of Witness

Darnette Grant
Signature of Witness

Darnette Grant
Print or Type Name of Witness

By: _____
Louis Sarbone, Mayor

28 day of January, 2021

By: _____
Karen M. Brooks, City Manager

28 day of January, 2021

ATTEST:

_____
Leslie Wallace May, City Clerk

Approved as to legal form by:

_____
Terrill C. Pyburn, City Attorney

Notices:

City of Coconut Creek
City Manager
4800 W.Copans Road
Coconut Creek, FL 33063
CityManager@coconutcreek.net

With a copy to:

City of Coconut Creek
City Attorney
4800 W.Copans Road
Coconut Creek, FL 33063
CityAttorney@coconutcreek.net

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Cooper City through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 21st day of January, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

Jenna I Montoya
Print or Type Name of Witness

Ruth Fruchter
Signature of Witness

Ruth Fruchter
Print or Type Name of Witness

By: _____, Mayor

21 day of January, 2020

By: _____, Municipal Manager

21 day of January, 2020

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

Joseph Napoli, City Manager
City of Cooper City
9090 SW 50 Place
Cooper City, FL 33328
jnapoli@coopercityfl.org

With a copy to:

Jacob G. Horowitz, City Attorney
Goren Cherof Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
JHorowitz@gorencherof.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Coral Springs through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 3 day of February, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____, Mayor

Alexandra Frederick
Print or Type Name of Witness

4 day of February, 2020

Signature of Witness

By: _____, Municipal Manager

Amy Gastineau
Print or Type Name of Witness

4 day of February, 2020

ATTEST:
Municipal Clerk

Approved as to legal form by:
Municipal Attorney

Notices: Frank Babinec, City Manager
9500 West Sample Road
Coral Springs, FL 33065
fbabinec@coralsprings.org

With a copy to: John Hearn, City Attorney
9500 West Sample Road
Coral Springs, FL 33065
jhearn@coralsprings.org

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Dania Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26 day of January, 2020~~0~~.1

MUNICIPALITY

WITNESS:

Signature of Witness

Erika Clayton
Print or Type Name of Witness

Signature of Witness

Angel Lunkins
Print or Type Name of Witness

By: _____
Tamara James, Mayor

26 day of January, 2020~~0~~1

By: _____
Ana M. Garcia, Municipal Manager

26 day of January, 2020~~0~~1

ATTEST:

Municipal Clerk Thomas Schneider

Approved as to legal form by:

Municipal Attorney Thomas J. Ansbro

Notices:
Ana M. Garcia, ICMA-CM, City Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004
agarcia@daniabeachfl.gov
With a copy to:
Thomas J. Ansbro, City Attorney
100 W Dania Beach Boulevard
Dania Beach, FL 33004
tansbro@daniabeachfl.gov

DANIA BEACH ESTABLISHED 1904

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Davie through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20 day of January, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

Gillian Brewster
Print or Type Name of Witness

Signature of Witness

Kimberly Cox
Print or Type Name of Witness

By: Judy Paul

20 day of January, 2020

By: , Municipal Manager

20 day of January, 2020

By: Richard J. Lemack

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:
Assistant Town Administrator
6591 Orange Drive
Davie, FL 33314

With a copy to:
Town Administrator
6591 Orange Drive
Davie, FL 33314

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Deerfield Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 2nd day of February, 2021

CITY OF DEERFIELD BEACH

WITNESS:

Signature of Witness

TRACY BRITTEN

Print or Type Name of Witness

Signature of Witness

Jocelyn Mclean

Print or Type Name of Witness

By: _____
Bill Ganz, Mayor

2nd day of February, 2021

By: _____
David Santucci, City Manager

5th day of February, 2021

ATTEST:

Samantha Gillyard, City Clerk

Approved as to legal form by:

Anthony Soroka, City Attorney

Notices:

David Santucci
City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441
web.citymgr@deerfield-beach.com

With a copy to:

Anthony Soroka
City Attorney
1200 N Federal Hwy Ste 312
Boca Raton, FL 33432
ASoroka@wsh-law.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 2021.

MUNICIPALITY

WITNESS:

_____
Signature of Witness

Scott Wyman
Print or Type Name of Witness

_____
Signature of Witness

Aimee Lewis
Print or Type Name of Witness

By: _____
Dean J. Trantalis, Mayor

15 day of February, 2021

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

12 day of February, 2021

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

Notices:

Ben Rogers
Transportation and Mobility Director
290 NE 3rd Avenue Fort Lauderdale, FL 33301
brogers@fortlauderdale.gov

Approved as to legal form by:

_____
Shari C. Wallen
Assistant City Attorney

With a copy to:

Shari Wallen
Assistant City Attorney
100 N Andrews Avenue
Fort Lauderdale, Florida 33301
SWallen@fortlauderdale.gov

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Hallandale Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 2020.

MUNICIPALITY

WITNESS:

_____ By: _____
Signature of Witness , Mayor

_____ _____ day of _____, 2020
Print or Type Name of Witness

_____ By: _____
Signature of Witness , Municipal Manager

_____ _____ day of _____, 2020
Print or Type Name of Witness

ATTEST: Notices:

_____
Municipal Clerk

Approved as to legal form by: With a copy to:

_____
Municipal Attorney

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Hillsboro Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 2nd day of February, 2021.

MUNICIPALITY

WITNESS:

M El-Sayed
Signature of Witness

Mariana El-Sayed
Print or Type Name of Witness

Signature of Witness

DANIELA T. JOSEPH
Print or Type Name of Witness

By: Deborah L. Tanant, Mayor

2nd day of February, 2021

By: William Serda, Municipal Manager

2nd day of Feb, 2021

ATTEST:

Sherry A. Henderson
Municipal Clerk

Approved as to legal form by:

Donald J Doody
Municipal Attorney

Notices:
Town of Hillsboro Beach
William Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
mserda@townofhillsborobeach.com

With a copy to:

Goren, Cherof, Doody & Ezrol P.A.
Donald J Doody, Town Attorney
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, FL 33308
DDoody@gorencherof.com

TOWN OF HILLSBORO BEACH FLORIDA

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF HOLLYWOOD through its governing body, signing by and through its Mayor, authorized to execute the same by Board action on the 16 day of March, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Steffinie Budhu
Print or Type Name of Witness

Signature of Witness

Azita Behmardi
Print or Type Name of Witness

By: Josh Levy, Mayor

16 day of March, 2021

By: George K. Keller, Jr. for Dr. Wazir Ishmael, City Manager

16 day of March, 2021

ATTEST:

Patricia A. Cerny, MMC, City Clerk

Approved as to legal form by:

Douglas R. Gonzales, City Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: _____ DR
CITY ATTORNEY

Notices:
City Manager
2600 Hollywood Blvd. 419
Hollywood, FL 33020

With a copy to:
City Attorney
2600 Hollywood Blvd.
Rm 407
Hollywood, FL 33020

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF Lauderdale-By-The-Sea through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of February, 2021.

MUNICIPALITY

WITNESS:
DocuSigned by:
Lisa Slagle
083B00CF6854440...
Signature of Witness

Lisa Slagle
Print or Type Name of Witness

DocuSigned by:
Neysa Herrera
61EBD7C3FF384E5...
Signature of Witness

Neysa Herrera
Print or Type Name of Witness

By: DocuSigned by:
C V
80A8AE8CC88D4A1...
Chris Vincent, Mayor
3/3/2021
_____ day of _____, 2021

By: DocuSigned by:
Linda Connors
977246ABA9524EF...
Linda Connors, Interim Town Mgr
3/4/2021
_____ day of _____, 2021

ATTEST:
DocuSigned by:
Tedra Allen, CMC
E79938A3E45D42E...
Town Clerk

Approved as to legal form by:
DocuSigned by:
Susan L Trevarthen
7851G1375GG5435...
Town Attorney

Notices:
Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to:
Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Lauderdale Lakes through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of February, 2020 21

MUNICIPALITY

WITNESS:

Signature of Witness

Parvathi Benasne-Watson
Print or Type Name of Witness

Signature of Witness

VERONICA Gongora
Print or Type Name of Witness

By: _____, Mayor

9th day of February, 2020 21

By: _____, Municipal Manager

9th day of February, 2020 21

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

Manager/Administrator Name: Phil Alleyne
Title: City Manger
Address: 4300 NW 36 St.
Lauderdale Lakes, FL 33319
Current e-mail: Phila@lauderdalelakes.org

With a copy to:

Municipal Attorney Name: Sidney Calloway
Title: City Attorney
Address: 200 East Broward Blvd, Ste. 2100,
Fort Lauderdale, FL 33301
Current e-mail: Scalloway@shutts.com

BROWARD COUNTY, FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES
INCORPORATED 1961

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF LAUDERHILL through its governing body, signing by and through its Mayor, KEN THURSTON, authorized to execute the same by Board action on the 25th day of January, 2021.

MUNICIPALITY- CITY OF LAUDERHILL

WITNESS:

Signature of Witness

Kristian Willingham
Print or Type Name of Witness

Signature of Witness

Jasmin Khavandegaran-Ruiz
Print or Type Name of Witness

By: _____
Ken Thurston, Mayor

4 day of February, 2021

By: _____
Desorae Giles-Smith, City Manager

4 day of February, 2021

ATTEST:

Andrea M. Anderson, City Clerk

Approved as to legal form by:

W. Earl Hall, City Attorney

Notices: Desorae Giles-Smith
City Manager
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

With a copy to:
W. Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 West Oakland Park Blvd. #101
Sunrise, FL 33351

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Lighthouse Point through its governing body, signing by and through its Mayor, authorized to execute the same by Board action on the 9th day of February, 2021.

CITY OF LIGHTHOUSEPOINT

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Glenn Troast, Mayor

9th day of February, 2021

By: John D. Lavisky, City Administrator

9th day of February, 2021

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

John D. Lavisky, City Administrator
City of Lighthouse Point
2200 NE 38 Street
Lighthouse Point, FL 33064

With a copy to:

Michael D. Cirullo, City Attorney
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
954-771-4500

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Margate through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20 day of January, 2020. 21

MUNICIPALITY

WITNESS:

Theresa L Jones
Signature of Witness

Theresa Jones
Print or Type Name of Witness

Signature of Witness

Nancy L - Fosick
Print or Type Name of Witness

By: Arlene R. Schwartz
Arlene R. Schwartz, Mayor

20th day of January, 2020

By:
Cale Curtis, Municipal Manager

21st day of January, 2020

ATTEST:

Municipal Clerk Joseph J. Kavanagh

Approved as to legal form by:

Janette M. Smith
Municipal Attorney

Notices:

Cale Curtis
City Manager
5790 Margate Blvd. Margate, FL. 33063
ccurtis@margatefl.com

With a copy to:

Janette M. Smith, Esq.
City Attorney
5790 Margate Blvd. Margate, FL. 33063
jsmith@margatefl.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF MIRAMAR through its City Commission, signing by and through its City Manager, authorized to execute the same by City Commission action at its properly noticed meeting on the 3 day of March, 2021.

CITY OF MIRAMAR, FLORIDA

ATTEST:

Denise A. Gibbs
City Clerk

By: S.E.
Vernon E. Hargray
City Manager

Dated: 3/10/21

Approved as to legal form and
Sufficiency for the use of and reliance
By the City if Miramar Only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Notice Recipient: Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Vehargray@miramarfl.gov

With a copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts (NW 7th Avenue)
Ft. Lauderdale, FL 33311
Telephone: (954) 768-9770
Bnorris@apnwplaw.com

This day of 2020. This day of 2020.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE MPO ONLY:

By: _____
Alan L. Gabriel, MPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9 day of February, ~~2020~~ 2021

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____, Mayor

JANIA CORDOVA
Print or Type Name of Witness

9 day of February, ~~2020~~ 2021

Signature of Witness

By: _____, Municipal Manager

Mitch Williams
Print or Type Name of Witness

9 day of February, ~~2020~~ 2021

ATTEST:

Municipal Clerk

Notices:

City of North Lauderdale Public Works Director
Sam May
701 SW 71st Avenue
North Lauderdale, FL, 33068
Email address: smay@nlauderdale.org

City of North Lauderdale Ambreen Bhatty
City Manager 701 SW 71st Ave
North Lauderdale, Florida 33068
Email address: abhatty@nlauderdale.org

Approved as to legal form by:

Municipal Attorney

With a copy to:

Samuel S. Goren, Esquire, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd. #200
Fort Lauderdale, FL 33308

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Oakland Park through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20 day of January, 2020.

MUNICIPALITY

WITNESS:

Michelle V. Fletcher
Signature of Witness

Michelle V. Fletcher
Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____
Mayor

3 day of February, 2020

By: _____
Municipal Manager

3 day of February, 2020

ATTEST:

Municipal Clerk

R-2021-013

Approved as to legal form by:

Municipal Attorney

Notices:

City of Oakland Park, Florida
David Hebert, City Manager
3650 NE 12th Avenue
Oakland Park, FL 33334
davidh@oaklandparkfl.gov

With a copy to:

Donald J. Doody, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
DDoody@gorencherof.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Parkland through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 3rd day of February, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: _____, Mayor

3rd day of February, 2020

By: _____, Municipal Manager

5th day of February, 2020

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

City Manager Nancy Morando
6600 University Drive
Parkland, FL 33067
nmorando@cityofparkland.org

With a copy to:

City Attorney Anthony Soroka
Weiss Serota Helfman Cole + Bierman
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
asoroka@wsh-law.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF Pembroke Park through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 10 day of March, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Susan Reutlinger

Print or Type Name of Witness

Signature of Witness

DIERDRE E. DAVIS

Print or Type Name of Witness

By:

Geoffrey Jacobs, Mayor
3150 SW 52 Avenue
Pembroke Park, FL 33023
gjacobs@tppfl.gov

10 day of March, 2021

By:

Juan Jimenez, Municipal Manager

10 day of March, 2021

Notices:

Juan C. Jimenez
Town Manager
Pembroke Park Town Hall
3150 SW 52 Ave.
Pembroke Park, FL 33023
954.966.4600
jcjimenez@tppfl.gov

With a copy to:

Melissa P. Anderson Esq.
Town Attorney
Pembroke Park Town Hall
3150 SW 52 Ave.
Pembroke Park, FL 33023
954.966.4600
townattorney@tppfl.gov

ATTEST:

Municipal Clerk

Approved as to legal form by:

Melissa P. Anderson,Town Attorney

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF PEMBROKE PINES through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 17 day of FEBRUARY, 2021.

MUNICIPALITY

WITNESS:

Julia Lakosky
Signature of Witness

Julia Lakosky
Print or Type Name of Witness

Signature of Witness

Michelle Dawson
Print or Type Name of Witness

By: _____
, Mayor

16 day of March, 2020

By: Charles F. Dodge
, Municipal Manager

16 day of MARCH, 2020

ATTEST:

Municipal Clerk
MARLENE D GRAHAM 3/16/2021

Approved as to legal form by:

Municipal Attorney
Brian Stern

Notices:
FRANK ORTIS
MAYOR
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025
FORTIS@PPINES.COM

With a copy to:
CHARLES DODGE
CITY MANAGER
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025
CDODGE@PPINES.COM

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Plantation through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 21th day of January, 2020.

MUNICIPALITY

WITNESS:

Ayesha Robinson
Signature of Witness

Ayesha Robinson
Print or Type Name of Witness

Mary F. Leeds
Signature of Witness

Mary F. Leeds
Print or Type Name of Witness

By: Lynn Stoner, Mayor
, Mayor

21th day of January, 2020

By: _____
, Municipal Manager

_____ day of _____, 2020

ATTEST:

Susan K Slattery
Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

Mayor
City of Plantation City Hall
400 NW 73rd Ave
Plantation, FL 33317
lstoner@plantation.org

With a copy to:

Chief Administrative Officer
City of Plantation City Hall
400 NW 73rd Ave
Plantation, FL 33317
Jnunemaker@plantation.org

City Attorney
Goren, Cherof, Doody& Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
kezrol@GorenCherof.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Pompano Beach through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26th day of January, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Rex Hardin, Mayor

26th day of January, 2021

By: Gregory P. Harrison, Municipal Manager

26th day of January, 2021

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices: Gregory P. Harrison, City Manager
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Email: greg.harrison@copbfl.com

With a copy to: Mark Berman, City Attorney
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Email: mark.berman@copbfl.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF SW Ranches through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 11th day of March, 2021.

MUNICIPALITY

WITNESS:

Emily M. Acedi
Signature of Witness

Emily M. Acedi
Print or Type Name of Witness

Signature of Witness

Rod Ley
Print or Type Name of Witness

By: Steve Breitkreuz, Mayor

11th day of March, 2021

By: Andrew D. Berns, Municipal Manager

11th day of March, 2021

ATTEST:

Municipal Clerk, Russell Muñiz

Approved as to legal form by:

Municipal Attorney Keith Poliakoff

Notices: Keith Poliakoff
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to: Town Hall
13400 Griffin Road
Southwest Ranches, FL 33330

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Sunrise through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26 day of January, 2020.

MUNICIPALITY

WITNESS:

Amelia Laurence
Signature of Witness

Lourdes Laurence
Print or Type Name of Witness

Salvatore Ciolino
Signature of Witness

Salvatore Ciolino
Print or Type Name of Witness

By: _____, Mayor

26 day of January, 2020

By: _____, Municipal Manager

_____ day of _____, 2020

ATTEST:

_____
Municipal Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 MUNICIPAL CORPORATION FLORIDA

Approved as to legal form by:

_____
Municipal Attorney

Notices:
City Manager
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351
With a copy to:
City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF Tamarac through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 24th day of February, 2020.

MUNICIPALITY

WITNESS:

Kimberly Dillon
Signature of Witness

Kimberly Dillon
Print or Type Name of Witness

Signature of Witness

Ann Marie C. Gannon
Print or Type Name of Witness

By: Michelle J. Gomez
, Mayor

24th day of February, 2021

By:
, Municipal Manager

3rd day of March, 2021

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY FLORIDA

ATTEST:

Municipal Clerk

Approved as to legal form by:

2/26/21
Municipal Attorney

Notices:
City of Tamarac
Attn: Michael C. Cernech
7525 NW 88th Avenue
Tamarac, FL 33321

With a copy to:
City of Tamarac
Attn: Interim City Attorney
HANS OTTOLOT
7525 NW 88th Avenue
Tamarac, FL 33321

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WESTON through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 1st day of March, 2021.

CITY OF WESTON

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: Margaret Brown
Margaret Brown, Mayor

1st day of March, 2021

By: Donald P. Decker
Donald P. Decker, City Manager

1st day of March, 2021

ATTEST:

Katherine V. Selchan for/
Patricia A. Bates, City Clerk

Approved as to legal form:

Jamie A. Cole, City Attorney

Notices:

Mr. Karl C. Thompson, P.E.,
Assistant City Manager/COO
City of Weston/Public Works
2599 South Post Road
Weston, FL 33327
Email: kthompson@westonfl.org

With a copy to:

Mr. Donald P. Decker, City Manager
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
Email: ddecker@westonfl.org

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY/TOWN/VILLAGE OF WEST PARK through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 6th day of JANUARY, 2021.

MUNICIPALITY

WITNESS:

Signature of Witness

Print or Type Name of Witness

Signature of Witness

Print or Type Name of Witness

By: , Mayor

6th day of JANUARY, 2021

By: , Municipal Manager

7th day of JANUARY, 2021

(RESOLUTION 2021-04)

ATTEST:

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

Notices:

W. Ajibola Balogun
City Administrator
City of West Park
1965 South State Road 7, West Park, FL 33023
abalogun@cityofwestpark.org

With a copy to:

Burnadette Norris-Weeks
City Attorney
401 N. Avenue of the Arts
Fort Lauderdale, FL 33311
bnorris@apnwplaw.com

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WILTON MANORS through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 12th day of January, 2021.

MUNICIPALITY

WITNESS:

Patricia Staples
Signature of Witness

Patricia Staples
Print or Type Name of Witness

Signature of Witness

Johnnie Goodnight
Print or Type Name of Witness

By: _____
Scott Newton, Mayor

14th day of January, 2021

By: _____
Leigh Ann Henderson, City Manager

14th day of January, 2021

ATTEST:

Faith Lombardo, City Clerk

Notices: Leigh Ann Henderson, City Manager
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
lhenderson@wiltonmanors.com

Approved as to legal form by:

Kerry L. Ezrol, City Attorney

With a copy to: Kerry L. Ezrol, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308
kezrol@gorencherof.com

EXHIBIT A

Cycle 1 Ranked Projects

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
1	Wilton Manors	WILT-006	Roadway Median landscape improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$6,000,000	$247,711
2	Sunrise	SUNR-025.1	Various Drainage Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	$10,000,000	$5,180,000
3	Pompano Beach	POMP-004	Bay Drive Neighborhood Stormwater Improvements Project	Resiliency Improvements	Construction	YEAR 1-Construction	$4,290,485	$1,174,741
4	North Lauderdale	NLAU-007.1	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$1,998,187	$1,998,187
5	Weston	WEST-224	Intersection Improvements Royal	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$2,200,000	$1,612,082
6	West Park	WPRK-004	SW 25 Street Complete Street Improvement	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$2,000,000	$1,638,987
7	Coral Springs	CORA-115.1	Emergency Traffic Signals	Signal Enhancement	Construction	YEAR 1-Construction	$900,000	$496,917
8	Dania Beach	DANI-019	Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	$2,500,000	$2,191,740
9	Davie	DAVI-003	Davie Rd Improvements Phase 3	Capacity Increase, Widening	Construction	YEAR 1-Construction	$5,000,000	$4,859,167
10	Lauderdale Lakes	LLAK-003	Citywide Community Gateway System	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$1,500,000	$1,378,000
11	Tamarac	TAMA-018	Electric Vehicle Charging Stations	Transit	Construction	YEAR 1-Construction	$500,000	$436,546
12	Cooper City	COOP-036	Way Finding Signs	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$75,000	$30,000
13	Hallandale Beach	HALL-026	City-wide Bus Stops Digital Signage	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$520,000	$513,600
14	Deerfield Beach	DEER-003	Citywide Pedestrian Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$800,000	$800,000
15	Southwest Ranches	SWRA-032	Drainage Project: SW 50 Street and SW 182 Avenue Drainage	Resiliency Improvements	Construction	YEAR 1-Construction	$124,000	$124,000
16	Oakland Park	OAKL-099	Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$330,000	$330,000
17	Hollywood	HOLL-064	Industrial Park and Corridor Improvements	Capacity Increase, Widening	Construction	YEAR 1-Construction	$5,000,000	$5,000,000
18	Pembroke Park	PPRK-002	S.W. 25th St. Stormwater Impr. (Ph II)	Resiliency Improvements	Construction	YEAR 1-Construction	$1,075,000	$1,075,115
19	West Park	WPRK-007	SW 57 Ave & SW 20 Street Traffic Calming Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$200,000	$163,519
20	Fort Lauderdale	FORT-122	Safety Improvements: NW 15th Ave Mobility Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$2,000,000	$2,000,000
21	Tamarac	TAMA-003	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	$1,000,000	$528,902
22	Wilton Manors	WILT-012	Complete Streets	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$1,000,000	$629,804
23	Pompano Beach	POMP-006	Kendall Lake Neighborhood Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	$3,772,201	$3,741,868
24	Hallandale Beach	HALL-005	City-Wide Bus Shelter Improvements	Transit	Construction	YEAR 1-Construction	$3,000,000	$2,977,563
25	Davie	DAVI-001	College Ave Phase 2 Widening	Capacity Increase, Widening	Construction	YEAR 1-Construction	$1,000,000	$1,000,000
26	Hollywood	HOLL-035	Complete Streets - Hollywood Blvd	Capacity Increase, Widening	Construction	YEAR 1-Construction	$700,000	$700,000
27	Lauderdale Lakes	LLAK-015	NW 36 Terrace Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$750,000	$863,663
28	Weston	WEST-308	Indian Trace Elementary School	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$150,000	$319,086
29	Wilton Manors	WILT-007.1	Parking	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$15,000,000	$849,475
30	Weston	WEST-307	City-wide Wayfinding Signage Program	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	$1,056,000	$232,739

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
31	Tamarac	TAMA-014	Traffic Control Devices	Signal Enhancement	Construction	YEAR 1-Construction	$500,000	$445,817
32	Fort Lauderdale	FORT-162	Street Lighting: NW 15Tth Avenue	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$1,000,000	$996,668
33	Wilton Manors	WILT-013	Electronic Message Boards / Wayfinding	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	$1,000,000	$639,650
34	Miramar	MIRA-004	Miramar Parkway Extension to Pembroke Road	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$25,000,000	$760,000
35	Miramar	MIRA-002	Pembroke Road Expansion from SW 184th Avenue to 200th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$31,000,000	$1,510,000
36	Miramar	MIRA-001	Pembroke Road Expansion from SW 160th Avenue to 184th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$28,900,000	$2,270,000
37	Miramar	MIRA-003	Pembroke Road Expansion from SW 200th Avenue to US-27	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	$8,000,000	$1,390,000
38	Fort Lauderdale	FORT-108	Safety Improvements: Andrews Ave	Capacity Increase, Widening	Planning	YEAR 1-Planning	$5,000,000	$150,000
39	Oakland Park	OAKL-023	City-Wide Mast Arm Conversion	Signal Enhancement	Design	YEAR 1-Design	$7,875,000	$945,000
40	Coral Springs	CORA-097	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$20,000,000	$600,000
41	Coconut Creek	COCO-024	New Bus Shelters/Replacement Bus Shelters	Transit	Design	YEAR 1-Design	$3,600,000	$432,000
42	Pompano Beach	POMP-002	Dixie Hwy/Atlantic Blvd Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$24,860,000	$2,983,200
43	Hollywood	HOLL-036	Complete Streets - State Rd 7	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,000,000	$120,000
44	Davie	DAVI-016	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	YEAR 1-Design	$3,000,000	$360,000
45	Miramar	MIRA-021	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$3,000,000	$90,000
46	Pembroke Pines	PPIN-039	City Wide Sidewalk Projects	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$4,431,250	$132,938
47	West Park	WPRK-002	State Road 7 Pedestrian Lights	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$750,000	$90,000
48	Lauderdale Lakes	LLAK-006	Comprehensive Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Planning	YEAR 1-Planning	$850,000	$25,500
49	Wilton Manors	WILT-009	Bus Benches And Shelters	Transit	Planning	YEAR 1-Planning	$6,000,000	$180,000
50	Sunrise	SUNR-055	Pine Island Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$4,500,000	$540,000
51	Pembroke Park	PPRK-010	Bike Lane And Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$250,000	$30,000
52	Lauderdale-by-the-Sea	LSEA-005	El Mar Drive Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
53	Weston	WEST-303	Weston Rd Corridor RRR	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$4,900,000	$588,000
54	Deerfield Beach	DEER-007	FAU Research Blvd. Roadway Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	$4,000,000	$480,000
55	Cooper City	COOP-035	City Entry Signs And Features	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$175,000	$21,000
56	Tamarac	TAMA-008	Bike Paths	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$4,500,000	$135,000
57	Lighthouse Point	LHP-010	Sidewalk/Bike Lane Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$500,000	$15,000
58	North Lauderdale	NLAU-007.2	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	$3,001,813	$360,218
59	Parkland	PARK-008	Construction Of Bike Lanes On Parkside Drive	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,500,000	$180,000
60	Dania Beach	DANI-001	West Dania Beach Blvd Bridge	Capacity Increase, Widening	Design	YEAR 1-Design	$4,000,000	$480,000

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
61	Margate	MARG-002	Winfield Blvd. Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$174,000	$20,880
62	Southwest Ranches	SWRA-021	Drainage Project: SW 61st Court	Resiliency Improvements	Design	YEAR 1-Design	$100,000	$12,000
63	Fort Lauderdale	FORT-104	Sidewalks: Sidewalk Program - New Construction	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,000,000	$360,000
64	Oakland Park	OAKL-007	CSX And FEC Crossing Study	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$150,000	$150,000
65	Coral Springs	CORA-098	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$20,000,000	$600,000
66	Hollywood	HOLL-038	Complete Streets - Johnson St	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$5,000,000	$150,000
67	Miramar	MIRA-020	Bus Shelter Improvement	Transit	Design	YEAR 1-Design	$1,200,000	$144,000
68	Lauderdale Lakes	LLAK-016	NW 50th Avenue Improvements Study & Design	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$500,000	$500,000
69	Sunrise	SUNR-075	Oakland Park Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,250,000	$390,000
70	Pompano Beach	POMP-011	PowerLine Road Improvements Project	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$2,734,862	$328,183
71	Davie	DAVI-012	SW 30th Street Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
72	Coconut Creek	COCO-020	Hillsboro Boulevard Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$563,305	$67,597
73	Wilton Manors	WILT-003	Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
74	West Park	WPRK-003	SW 48 Avenue Complete Street	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,500,000	$420,000
75	Weston	WEST-192	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$280,000	$33,600
76	Pembroke Park	WPRK-009	52 Ave Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,200,000	$144,000
77	Deerfield Beach	DEER-005	Pioneer Grove Improvements-Pedestrian Lighting	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,000,000	$240,000
78	Lighthouse Point	LHP-009	Traffic Calming	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$1,000,000	$30,000
79	Pembroke Pines	PPIN-021	Privacy Wall - Sheridan Street	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$1,350,000	$162,000
80	North Lauderdale	NLAU-008	Sound Walls SW 64 Ter Sidewalks, Traffic Calming	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,000,000	$360,000
81	Cooper City	COOP-024	Storm Water Drainage Improvement	Resiliency Improvements	Design	YEAR 1-Design	$2,400,000	$288,000
82	Parkland	PARK-002	Lox Road Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,600,000	$312,000
83	Margate	MARG-047	City Bicycle/Pedestrian Greenway System	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,000,000	$120,000
84	Southwest Ranches	SWRA-022	Drainage Project: Green Meadows	Resiliency Improvements	Design	YEAR 1-Design	$43,000	$5,160
85	Tamarac	TAMA-001	Multimodal Connectivity Plan	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$120,000	$120,000
86	Lauderdale-by-the-Sea	LSEA-035	Bike Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$3,000,000	$360,000
87	Dania Beach	DANI-017	SE Stormwater Drainage System	Resiliency Improvements	Design	YEAR 1-Design	$7,212,000	$865,440
88	Fort Lauderdale	FORT-113	Safety Improvements: SE 3rd Ave	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$1,500,000	$45,000
89	Coral Springs	CORA-102	Bus Shelter Repair And Replacement	Transit	Design	YEAR 1-Design	$375,000	$45,000
90	Miramar	MIRA-025	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,100,000	$252,000

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
91	Sunrise	SUNR-061	Oakland Park Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$6,000,000	$720,000
92	Oakland Park	OAKL-025	Oakland Park Blvd Gateway	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	$13,200,000	$396,000
93	Lauderdale Lakes	LLAK-018	NW 36 St Improvements	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	$1,000,000	$120,000
94	Hallandale Beach	HALL-019	NW/SW 8th Ave Complete Street Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$1,500,000	$180,000
95	Davie	DAVI-014	Nova Dr Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	$2,800,000	$336,000
96	Coconut Creek	COCO-016	Sample Road Multi-Purpose Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,755,000	$330,600
97	West Park	WPRK-008	SW 21St Street Complete Street Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	$2,000,000	$240,000
98	Weston	WEST-193	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$2,800,000	$336,000
99	Pompano Beach	POMP-013	Riverside Drive Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$5,928,768	$711,452
100	Wilton Manors	WILT-015	Intersection Improvements (Gateway Design)	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	$13,200,000	$396,000
101	Deerfield Beach	DEER-006	Pioneer Grove Improvements-Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$500,000	$60,000
102	Pembroke Park	PPRK-008	County Line Road Storm Water Connection	Resiliency Improvements	Design	YEAR 1-Design	$750,000	$90,000
103	Cooper City	COOP-042	Storm Water Improvements	Resiliency Improvements	Design	YEAR 1-Design	$1,600,000	$192,000
104	Pembroke Pines	PPIN-038	Pines Blvd-Ingress/Egress-Holly Lake	Capacity Increase, Widening	Design	YEAR 1-Design	$2,300,000	$276,000
105	Lighthouse Point	LHP-011	Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$750,000	$22,500
106	Parkland	PARK-007	Traffic Light - Hillsboro Boulevard And University DR	Signal Enhancement	Design	YEAR 1-Design	$600,000	$72,000
107	Margate	MARG-033	Firefighters Pk-Winfield Blvd. Bridge	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$200,000	$24,000
108	Southwest Ranches	SWRA-037	Drainage Project: Dykes Road and SW 51st Manor	Resiliency Improvements	Design	YEAR 1-Design	$300,000	$36,000
109	Hollywood	HOLL-056	Transportation/Traffic Calming - Dist. 5	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	$833,333	$100,000
110	Tamarac	TAMA-021	Crosswalks	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	$3,000,000	$90,000
						Fiscal Year 2020 Total	**$414,903,204**	**$72,016,813**
Projects ranked 111 through 510 below have not been evaluated for funding readiness. Additional evaluation and analysis will be required.								
111	Fort Lauderdale	FORT-110	Safety Improvements: Andrews Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	$3,500,000	
112	Fort Lauderdale	FORT-067	Bike Lanes: Flagler Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	$12,000,000	
113	Hollywood	HOLL-037	Complete Streets - US 1	Bicycle Pedestrian Infrastructure	Construction	RANK	$6,000,000	
114	Fort Lauderdale	FORT-188	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	$12,000,000	
115	Fort Lauderdale	FORT-107	Safety Improvements: NW 7th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	$3,800,000	
116	Fort Lauderdale	FORT-139	Safety Improvements: Sistrunk Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$12,000,000	
117	Fort Lauderdale	FORT-152	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	NA	SWAP	$15,000,000	
118	Fort Lauderdale	FORT-164	Street Lighting: Andrews Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
119	Fort Lauderdale	FORT-189	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	$25,000,000	
120	Fort Lauderdale	FORT-168	Street Lighting: Las Olas Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,500,000	
121	Fort Lauderdale	FORT-065	Bike Lanes: Laudertrail	Bicycle Pedestrian Infrastructure	Design	RANK	$4,000,000	
122	Fort Lauderdale	FORT-169	Street Lighting: US 1/Federal Highway	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
123	Fort Lauderdale	FORT-166	Street Lighting: SE/NE 3rd Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
124	Oakland Park	OAKL-001	Prospect Road Corridor Enhancement	Bicycle Pedestrian Infrastructure	NA	SWAP	$5,559,584	
125	Fort Lauderdale	FORT-187	Roadway Improvements: SE 17th St	Bicycle Pedestrian Infrastructure	Planning	RANK	$15,000,000	
126	Fort Lauderdale	FORT-163	Street Lighting: NW 7th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
127	Fort Lauderdale	FORT-124	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
128	Miramar	MIRA-015	Pembroke Road Expansion From Douglas Road To University Drive	Capacity Increase, Widening	NA	SWAP	$25,300,000	
129	Lauderdale Lakes	LLAK-017	Pedestrian Safety Assessment/Improvements, SR 7 And Oakland Park Blvd	Bicycle Pedestrian Infrastructure	NA	HOLD	$2,000,000	
130	Hallandale Beach	HALL-001	Atlantic Shores Blvd. Roadway Improvement	Bicycle Pedestrian Infrastructure	SWAP	SWAP	$335,000	
131	Fort Lauderdale	FORT-138	Safety Improvements: NE 62Nd St	Bicycle Pedestrian Infrastructure	Planning	RANK	$4,000,000	
132	Coconut Creek	COCO-017	Sample Road Bike Lane Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$3,100,000	
133	Fort Lauderdale	FORT-182	Roadway Improvements: Bayview Drive Traffic Calming	Bicycle Pedestrian Infrastructure	Construction	RANK	$920,000	
134	Fort Lauderdale	FORT-148	Safety Improvements: NE 18th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	$6,500,000	
135	Fort Lauderdale	FORT-161	Street Lighting : PowerLine Road/NW 9th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
136	Fort Lauderdale	FORT-128	Safety Improvements: Downtown Walkability Project Phases 6-9	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
137	Hallandale Beach	HALL-006	South Old Dixie Highway Conversion Project	Capacity Increase, Widening	HOLD	HOLD	$5,000,000	
138	Miramar	MIRA-023	SW 68th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,400,000	
139	Oakland Park	OAKL-008	PowerLine Road Complete Streets	Bicycle Pedestrian Infrastructure	Construction	HOLD	$1,220,174	
140	Fort Lauderdale	FORT-155	Safety Improvements: I95	Bicycle Pedestrian Infrastructure	Planning	RANK	$25,000,000	
141	Fort Lauderdale	FORT-149	Safety Improvements: US 1 Tunnel Top Plaza	Traffic Circle, Speed Tables, Intersection Improvement	Construction	RANK	$2,500,000	
142	Fort Lauderdale	FORT-134	Safety Improvements: SE/SW 17th St	Bicycle Pedestrian Infrastructure	Design	RANK	$3,500,000	
143	Fort Lauderdale	FORT-112	Safety Improvements: Andrews Ave	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$799,000	
144	Miramar	MIRA-024	Douglas Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$2,400,000	
145	Hollywood	HOLL-153	Environmental Resiliency - Dist. 2	Resiliency Improvements	Construction	SWAP	$1,666,667	
146	Fort Lauderdale	FORT-160	Street Lighting : Sistrunk Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,500,000	
147	Oakland Park	OAKL-010	Oakland Park Blvd Corridor Improvement	Signal Enhancement	Planning	RANK	$9,112,500	
148	Fort Lauderdale	FORT-190	Roadway Improvements: A1A	Bicycle Pedestrian Infrastructure	Planning	RANK	$12,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
149	Fort Lauderdale	FORT-120	Safety Improvements: NW 9th Avenue Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$2,500,000	
150	Miramar	MIRA-037	Miramar Boulevard Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$3,000,000	
151	Fort Lauderdale	FORT-171	Street Lighting: SE 17th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
152	Sunrise	SUNR-057	Nob Hill Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$4,650,000	
153	Sunrise	SUNR-074	Nob Hill Road Multi-Use Path	Bicycle Pedestrian Infrastructure	NA	SWAP	$2,500,000	
154	Fort Lauderdale	FORT-191	Roadway Improvements: I95	Capacity Increase, Widening	Planning	RANK	$50,000,000	
155	Fort Lauderdale	FORT-115	Safety Improvements: SE 2Nd St Traffic Calm/Pedestrian Safety	Bicycle Pedestrian Infrastructure	Design	RANK	$270,000	
156	Fort Lauderdale	FORT-123	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$2,500,000	
157	Sunrise	SUNR-079	NW 136 Avenue Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$2,550,000	
158	Sunrise	SUNR-066	NW 136 Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,750,000	
159	Oakland Park	OAKL-020	Dixie Highway Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	$4,687,500	
160	Miramar	MIRA-022	SW 64 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,800,000	
161	Fort Lauderdale	FORT-147	Safety Improvements: NW 62Nd St	Bicycle Pedestrian Infrastructure	Construction	RANK	$4,500,000	
162	Oakland Park	OAKL-026	Floranada Sidewalk Network	Bicycle Pedestrian Infrastructure	Design	RANK	$368,365	
163	Fort Lauderdale	FORT-154	Safety Improvements: Broward Blvd	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
164	Fort Lauderdale	FORT-097	Sidewalks: NW 62nd St	Bicycle Pedestrian Infrastructure	NA	HOLD	$194,000	
165	Coconut Creek	COCO-022	Hillsboro Boulevard Bike Lane and Transit Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$4,034,384	
166	Coconut Creek	COCO-004	Pedestrian Lights On Lyons Rd	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	$1,000,000	
167	Sunrise	SUNR-062	University Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
168	Fort Lauderdale	FORT-159	Street Lighting: Sunrise Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,500,000	
169	Fort Lauderdale	FORT-192	Roadway Improvements: Las Olas Boulevard	Bicycle Pedestrian Infrastructure	Design	RANK	$37,000,000	
170	Oakland Park	OAKL-005	Oakland Park Elementary School Sidewalk Network	Bicycle Pedestrian Infrastructure	Construction	HOLD	$2,036,000	
171	Hallandale Beach	HALL-027	NE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	$2,700,000	
172	Davie	DAVI-004	Davie Rd Improvements Phase 4	Capacity Increase, Widening	Design	RANK	$4,000,000	
173	Hallandale Beach	HALL-016	SE/SW 3rd Street	Bicycle Pedestrian Infrastructure	Design	RANK	$405,000	
174	Fort Lauderdale	FORT-106	Sidewalks: Andrews Ave North	Bicycle Pedestrian Infrastructure	Design	RANK	$1,100,000	
175	Fort Lauderdale	FORT-117	Safety Improvements: NE 15th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
176	Sunrise	SUNR-077	Flamingo Road Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
177	Sunrise	SUNR-067	Flamingo Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,750,000	
178	Fort Lauderdale	FORT-057	Safe Routes To School: Stranahan High	Bicycle Pedestrian Infrastructure	Design	RANK	$300,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
179	Davie	DAVI-020	SW 39 Street Improvements	Capacity Increase, Widening	Design	RANK	$2,000,000	
180	Miramar	MIRA-006	SW 148th Avenue Expansion From Bass Creek Road To Miramar Parkway	Capacity Increase, Widening	Design	RANK	$27,300,000	
181	Fort Lauderdale	FORT-165	Street Lighting : Himmarshee Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$1,000,000	
182	Sunrise	SUNR-024	Sunrise Blvd/136 Ave-Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$3,000,000	
183	Fort Lauderdale	FORT-150	Safety Improvements: Sunrise Blvd	Capacity Increase, Widening	NA	SWAP	$12,000,000	
184	Hallandale Beach	HALL-021	Diplomat Parkway	Bicycle Pedestrian Infrastructure	Design	RANK	$395,000	
185	Oakland Park	OAKL-015	Lloyd Estates Elementary School Safe Routes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,485,217	
186	Fort Lauderdale	FORT-079	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	$4,500,000	
187	Fort Lauderdale	FORT-186	Roadway Improvements: I95 Interchange	Capacity Increase, Widening	Planning	RANK	$50,000,000	
188	Miramar	MIRA-029	SW 148 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,800,000	
189	Sunrise	SUNR-076	Sunrise Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
190	Sunrise	SUNR-065	Sunrise Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,000,000	
191	Fort Lauderdale	FORT-078	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	$4,000,000	
192	Sunrise	SUNR-056	Hiatus Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$4,800,000	
193	Fort Lauderdale	FORT-170	Street Lighting : NW 19th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
194	Fort Lauderdale	FORT-076	Bike Lanes: A1A Parallel Bike Facility	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,500,000	
195	Oakland Park	OAKL-011	Micro-Transit Circulator	Transit	Design	RANK	$2,500,000	
196	Sunrise	SUNR-070	SW 14th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Planning	RANK	$1,500,000	
197	North Lauderdale	NLAU-010	Sound Walls Rock Island rd	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$3,000,000	
198	West Park	WPRK-001	County Line Road Extension	Capacity Increase, Widening	NA	SWAP	$20,000,000	
199	Fort Lauderdale	FORT-114	Safety Improvements: NE 4th Street Improvements	Bicycle Pedestrian Infrastructure	Construction	RANK	$219,300	
200	Oakland Park	OAKL-009	Dixie Highway Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$275,000	
201	Coconut Creek	COCO-019	Wiles Road Bike Lane And Transit Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$2,887,815	
202	Miramar	MIRA-030	SW 172 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$3,000,000	
203	Hallandale Beach	HALL-020	Three Islands Boulevard	Bicycle Pedestrian Infrastructure	NA	RANK	$215,000	
204	Coconut Creek	COCO-015	Atlantic Boulevard Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$5,111,000	
205	Pompano Beach	POMP-007	NW 3rd Avenue Improvements Project	Capacity Increase, Widening	Design	RANK	$8,722,110	
206	Fort Lauderdale	FORT-109	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$3,500,000	
207	Parkland	PARK-016	Street Lighting - Hillsboro Boulevard At Holmberg Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$1,500,000	
208	Davie	DAVI-019	SW 36 St Road Widening	Capacity Increase, Widening	Design	RANK	$5,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
209	Coconut Creek	COCO-018	Wiles Road Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$480,113	
210	Miramar	MIRA-014	Miramar Boulevard Expansion From Hiatus Road To Flamingo Road	Capacity Increase, Widening	Design	RANK	$25,000,000	
211	Fort Lauderdale	FORT-173	Street Lighting: East Las Olas Street Lights	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$500,000	
212	Miramar	MIRA-036	SW 145 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
213	Sunrise	SUNR-072	Commercial Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
214	Sunrise	SUNR-052	Commercial Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
215	Miramar	MIRA-033	Miramar Parkway Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,700,000	
216	Oakland Park	OAKL-021	NE 12 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$4,096,000	
217	Deerfield Beach	DEER-004	Martin Luther King Jr. Blvd. Complete Streets Lane Elimination	Bicycle Pedestrian Infrastructure	NA	RANK	$1,500,000	
218	Fort Lauderdale	FORT-167	Street Lighting: NE 15th Avenue	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
219	Sunrise	SUNR-022	Oakland Park/Nob Hill Road-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
220	Coral Springs	CORA-112	Downtown DRI Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	$4,000,000	
221	Sunrise	SUNR-064	Sunrise Lakes Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$3,300,000	
222	Sunrise	SUNR-020	Oakland Park/University-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
223	Miramar	MIRA-009	Extension EB Right Turn lane on Miramar PKWY, Dykes Rd. to I-75 SB Ramp	Capacity Increase, Widening	Construction	RANK	$600,000	
224	Miramar	MIRA-057	Additional North Bound Right Turn Lane-Dykes Road	Capacity Increase, Widening	Design	RANK	$305,000	
225	Pompano Beach	POMP-001	A1A Undergrounding Overhead And Streetscape Project	Resiliency Improvements	NA	HOLD	$16,940,366	
226	Miramar	MIRA-034	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,400,000	
227	Miramar	MIRA-026	Monarch Lakes Blvd. Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$2,900,000	
228	Davie	DAVI-002	College Ave Phase 3 Widening	Capacity Increase, Widening	Design	RANK	$4,000,000	
229	Miramar	MIRA-011	Bass Creek Road Expansion From SW 148th Avenue To SW 172nd Avenue	Capacity Increase, Widening	Design	RANK	$35,000,000	
230	Miramar	MIRA-005	Miramar Boulevard Expansion From Palm Avenue To Douglas Road	Capacity Increase, Widening	NA	SWAP	$25,000,000	
231	Hallandale Beach	HALL-007	SE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	$395,000	
232	Fort Lauderdale	FORT-029	Intersection Improvements: Sunrise Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,400,000	
233	Sunrise	SUNR-078	NW 8th Street Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
234	Hallandale Beach	HALL-018	SE 9th Street Fec Rail Crossing Realignment	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,700,000	
235	West Park	WPRK-010	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,500,000	
236	Fort Lauderdale	FORT-056	Safe Routes To School: Walker Elementary	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
237	Miramar	MIRA-028	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$3,300,000	
238	Sunrise	SUNR-017	Panther Parkway Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$3,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
239	Weston	WEST-304	Royal Palm Blvd RRR	Bicycle Pedestrian Infrastructure	Design	RANK	$3,730,000	
240	Sunrise	SUNR-033	Commercial Blvd Median Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$500,000	
241	Hallandale Beach	HALL-015	Old Federal Highway & SE 3rd Street Safety Project	Capacity Increase, Widening	Design	RANK	$25,000	
242	Fort Lauderdale	FORT-059	Safe Routes To School: Fort Lauderdale High	Bicycle Pedestrian Infrastructure	Design	RANK	$400,000	
243	Coconut Creek	COCO-014	Johnson Road Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	$1,700,000	
244	Fort Lauderdale	FORT-137	Safety Improvements: NE 56th St	Bicycle Pedestrian Infrastructure	Planning	RANK	$4,000,000	
245	Sunrise	SUNR-018	136 Ave/New River Greenway Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
246	Hallandale Beach	HALL-023	County Line Road/ SW 11th St	Bicycle Pedestrian Infrastructure	Design	RANK	$200,000	
247	Pompano Beach	POMP-009	Oceanside Garage Project	Capacity Increase, Widening	Design	RANK	$28,845,068	
248	Fort Lauderdale	FORT-153	Safety Improvements: Oakland Park Blvd	Capacity Increase, Widening	Planning	RANK	$1,000,000	
249	Weston	WEST 312	South Post Road - Bike Lane Buffer Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$1,200,000	
250	Coconut Creek	COCO-028	Fiber Optic On Wiles Road From Station 20 To Coral Springs Fire Station	Fiber	Design	RANK	$210,000	
251	Pembroke Pines	PPIN-032	Widening Pines Blvd (184th Ave - US 27)	Capacity Increase, Widening	NA	SWAP	$10,700,000	
252	Weston	WEST-187	Emerald Estates Dr. Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$249,700	
253	Weston	WEST-302	Indian Trace & 160th Ave Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$350,000	
254	West Park	WPRK-005	SW 36 Street Traffic Calming Improvements From SW 32 To SW 48 Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,500,000	
255	Hallandale Beach	HALL-017	SE 4th Street Facility Extension	Capacity Increase, Widening	Design	RANK	$260,000	
256	Pompano Beach	POMP-008	NW Roadways Improvements Project	Capacity Increase, Widening	Design	RANK	$1,822,842	
257	Sunrise	SUNR-014	Bus Stop & Bus Shelter Improvements	Transit	Design	RANK	$2,500,000	
258	Fort Lauderdale	FORT-177	Street Lighting: N Andrews Ave	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$177,000	
259	Davie	DAVI-008	SW 130 Avenue Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
260	Sunrise	SUNR-073	C13 Greenway From Hiatus To City Limits	Bicycle Pedestrian Infrastructure	Design	RANK	$3,150,000	
261	Fort Lauderdale	FORT-151	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	$1,000,000	
262	Sunrise	SUNR-059	Springtree Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,400,000	
263	Sunrise	SUNR-023	Oakland Park/Hiatus Road-Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
264	Sunrise	SUNR-019	136 Ave/Sunrise Boulevard-Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
265	Weston	WEST-184	Bonaventure Blvd Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$3,960,000	
266	Coconut Creek	COCO-021	NW 39th Avenue And Hillsboro Canal Greenway Trail	Bicycle Pedestrian Infrastructure	Design	RANK	$538,543	
267	Lauderdale Lakes	LLAK-002	NW 31st Avenue Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,500,000	
268	Hallandale Beach	HALL-022	Parkview Drive	Bicycle Pedestrian Infrastructure	NA	RANK	$75,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
269	Weston	WEST-300	Weston Rd & Griffin Rd Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$400,000	
270	Fort Lauderdale	FORT-030	Intersection Improvements: Andrew Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$700,000	
271	Fort Lauderdale	FORT-127	Safety Improvements: Bayview Drive Traffic Circle At Yacht Club Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$775,000	
272	Oakland Park	OAKL-012	NE 11th Avenue Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,366,789	
273	Sunrise	SUNR-063	Sunset Strip/Greenway Connector	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
274	Fort Lauderdale	FORT-028	Intersection Improvements: Bayview Drive	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$700,000	
275	Davie	DAVI-011	SW 136 Ave Widening	Capacity Increase, Widening	Design	RANK	$2,000,000	
276	Miramar	MIRA-012	SW 184th Avenue Expansion From Miramar Parkway To Bass Creek Road	Capacity Increase, Widening	Design	RANK	$6,000,000	
277	Miramar	MIRA-017	Bass Creek Road Expansion From SW 148th Avenue To FL Turnpike	Capacity Increase, Widening	Design	RANK	$8,500,000	
278	Miramar	MIRA-013	SW 184th Avenue Expansion From Miramar Parkway To Pembroke Road	Capacity Increase, Widening	Design	RANK	$20,000,000	
279	Sunrise	SUNR-060	Josh Lee Blvd Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	$1,250,000	
280	Fort Lauderdale	FORT-066	Bike Lanes: Bonnet House Trail	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
281	Hallandale Beach	HALL-014	NW 3rd Street Expansion Complete Street Project	Capacity Increase, Widening	Design	RANK	$1,450,000	
282	Davie	DAVI-015	Oakes Rd Realignment	Capacity Increase, Widening	Design	RANK	$2,000,000	
283	Weston	WEST-190	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$110,000	
284	Weston	WEST-191	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,100,000	
285	Weston	WEST-306	Bonaventure Blvd Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,194,000	
286	Miramar	MIRA-032	SW 184th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$800,000	
287	Deerfield Beach	DEER-008	Crystal Lake Dr. Complete Streets Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$850,000	
288	Sunrise	SUNR-068	Weston Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	NA	HOLD	$2,000,000	
289	Fort Lauderdale	FORT-027	Intersection Improvements: SE 30 Street	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$700,000	
290	Miramar	MIRA-027	SW 136 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	$1,500,000	
291	Sunrise	SUNR-054	Springtree Lakes Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
292	Oakland Park	OAKL-016	NE 13th Avenue Sidewalk Network Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$4,590,000	
293	Sunrise	SUNR-021	Oakland Park/Pine Island-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	$5,000,000	
294	Miramar	MIRA-007	County Line Road Expansion From Flamingo Road To Red Road	Capacity Increase, Widening	Design	RANK	$15,000,000	
295	Pembroke Park	PPRK-011	Mast Arm HB Blvd/S.W. 48th Avenue	Resiliency Improvements	Design	RANK	$300,000	
296	Lauderhill	LHIL-013	Speed Humps	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$1,000,000	
297	Tamarac	TAMA-006	Public Transportation Hub (2)	Transit	Planning	HOLD	$6,000,000	
298	Weston	WEST-305	Saddle Club Road Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,700,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
299	Fort Lauderdale	FORT-135	Safety Improvements: SW 9th Ave	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$2,500,000	
300	Fort Lauderdale	FORT-136	Safety Improvements: SW 15th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,500,000	
301	Parkland	PARK-010	Construction Of Bike Lanes On Holmberg Road	Bicycle Pedestrian Infrastructure	NA	SWAP	$600,000	
302	Wilton Manors	WILT-008	Transit Connectivity	Bicycle Pedestrian Infrastructure	Planning	RANK	$8,000,000	
303	Lauderdale Lakes	LLAK-007	The C13 Bridge Connecting The Northgate Community	Capacity Increase, Widening	Design	RANK	$1,000,000	
304	Miramar	MIRA-016	Bass Creek Road Expansion From SW 172nd Avenue To SW 184th Avenue	Capacity Increase, Widening	Design	RANK	$20,000,000	
305	Fort Lauderdale	FORT-132	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase II	Bicycle Pedestrian Infrastructure	Construction	RANK	$3,000,000	
306	Fort Lauderdale	FORT-133	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase III	Bicycle Pedestrian Infrastructure	Construction	RANK	$3,000,000	
307	Fort Lauderdale	FORT-131	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase I	Bicycle Pedestrian Infrastructure	Construction	RANK	$3,000,000	
308	Coconut Creek	COCO-025	Traffic Calming Devices	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$1,500,000	
309	Lauderdale-by-the-Sea	LSEA-009	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
310	Pembroke Park	PPRK-009	Dale Village Storm Water Connection	Resiliency Improvements	Design	RANK	$275,000	
311	Pembroke Park	PPRK-003	Park Road Paving Drainage Improvements	Resiliency Improvements	Design	RANK	$1,875,000	
312	Davie	DAVI-006	Oakes Rd Expansion	Capacity Increase, Widening	NA	SWAP	$1,000,000	
313	Weston	WEST-188	Glades Parkway Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$180,000	
314	Davie	DAVI-009	SW 136 Ave / SW 14 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$350,000	
315	Miramar	MIRA-031	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$800,000	
316	Fort Lauderdale	FORT-058	Safe Routes To School: Our Lady Queen Of Martyrs	Bicycle Pedestrian Infrastructure	Design	RANK	$200,000	
317	Sunrise	SUNR-053	NE 50th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$1,000,000	
318	Sunrise	SUNR-058	NW 94th Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,550,000	
319	Deerfield Beach	DEER-009	A1A Complete Streets Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	$400,000	
320	Oakland Park	OAKL-024	NW 10 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,650,000	
321	Hallandale Beach	HALL-010	Church Drive Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	$1,100,000	
322	Fort Lauderdale	FORT-121	Safety Improvements: Birch Rd Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,200,000	
323	Oakland Park	OAKL-003	NE 34 Ct Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	$2,605,200	
324	Sunrise	SUNR-016	Sunset Strip Entrance Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$3,000,000	
325	Sunrise	SUNR-071	Sawgrass Expressway Greenway	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
326	Hallandale Beach	HALL-009	Diana Drive Extension Project	Bicycle Pedestrian Infrastructure	Design	RANK	$900,000	
327	Hallandale Beach	HALL-008	Diana Drive Complete Street Project	Bicycle Pedestrian Infrastructure	NA	RANK	$2,500,000	
328	Coconut Creek	COCO-010	Pedestrian Lighting Throughout City Including Residential Areas	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$600,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
329	Coconut Creek	COCO-009	Pedestrian Sidewalk Lighting For Trails And Greenways Throughout The City	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$2,000,000	
330	Pompano Beach	POMP-012	Riverside Dr And NE 14th Street Causeway Stormwater Improvements	Resiliency Improvements	Design	RANK	$2,347,387	
331	Oakland Park	OAKL-019	Central Parking Structure For Downtown Coastal Link Station	Capacity Increase, Widening	Design	RANK	$6,500,000	
332	Pembroke Pines	PPIN-037	Construction Of 208th Ave Road	Capacity Increase, Widening	Planning	RANK	$2,100,000	
333	Lauderhill	LHIL-017	Gateway Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$500,000	
334	Margate	MARG-021	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	$500,000	
335	Weston	WEST-311	Vista Park Blvd. RRR	Bicycle Pedestrian Infrastructure	Design	RANK	$800,000	
336	Weston	WEST-195	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$990,000	
337	Weston	WEST-196	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$1,210,000	
338	Coconut Creek	COCO-012	Cullum Road Expansion	Capacity Increase, Widening	Design	RANK	$2,399,000	
339	Coconut Creek	COCO-011	Banks Road Construction	Capacity Increase, Widening	Design	RANK	$3,400,000	
340	Sunrise	SUNR-031	East Sunrise Master Plan Improvements	Landscaping, Hardscape, Signage, Lighting	NA	RANK	$10,000,000	
341	Pembroke Pines	PPIN-033	Widening Sheridan (196th To Us 27)	Capacity Increase, Widening	Design	RANK	$6,900,000	
342	Weston	WEST-222	Intersection Improvements Manatee	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$440,000	
343	Davie	DAVI-005	Hiatus Rd Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	$500,000	
344	Miramar	MIRA-035	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,500,000	
345	Sunrise	SUNR-069	New River Circle Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	$2,000,000	
346	Pembroke Park	PPRK-007	John P. Lyons Ln Stormwater Improvements	Resiliency Improvements	Design	RANK	$700,000	
347	Pembroke Pines	PPIN-034	Widening Stirling rd. (196th to US 27)	Capacity Increase, Widening	Design	RANK	$6,900,000	
348	Pembroke Pines	PPIN-031	Pembroke Road Extension To US 27	Capacity Increase, Widening	Design	RANK	$12,500,000	
349	Margate	MARG-022	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	$500,000	
350	Sunrise	SUNR-013	NW 29th Manor Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
351	Cooper City	COOP-031	Traffic Calming And Streetscape	Bicycle Pedestrian Infrastructure	Design	RANK	$800,000	
352	Sunrise	SUNR-030	Pump Station No. 8 Improvements	Resiliency Improvements	Design	RANK	$10,000,000	
353	Weston	WEST-290	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	$440,000	
354	Pompano Beach	POMP-015	US 1 And NE 14th Street Causeway Stormwater Improvements Project	Resiliency Improvements	Construction	RANK	$2,344,555	
355	Oakland Park	OAKL-018	Mainstreet Drainage	Resiliency Improvements	Design	RANK	$300,000	
356	Weston	WEST-194	Manatee Isles Drive (36 St) Cul-De-Sac	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$275,000	
357	Coconut Creek	COCO-013	Cullum Road Signal	Signal Enhancement	Design	RANK	$600,000	
358	Davie	DAVI-007	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	RANK	$1,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
359	Parkland	PARK-006	Traffic Light - Parkside Drive And Lox Road	Signal Enhancement	NA	SWAP	$500,000	
360	Parkland	PARK-004	Street Lighting - Pine Island Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$500,000	
361	Parkland	PARK-003	Street Lighting - Hillsboro Boulevard	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$1,500,000	
362	Weston	WEST-289	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	$440,000	
363	Davie	DAVI-013	Flamingo Rd / SW 26 St Intersection	Signal Enhancement	Design	RANK	$750,000	
364	Weston	WEST-301	Racquet Club Rd & Blatt Blvd Roundabout	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$400,000	
365	Davie	DAVI-010	SW 136 Ave / SW 26 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
366	Southwest Ranches	SWRA-024	Drainage Project: SW 62nd Street	Resiliency Improvements	Design	RANK	$70,000	
367	Southwest Ranches	SWRA-025	Drainage Project: SW 59th Court	Resiliency Improvements	Design	RANK	$70,000	
368	Parkland	PARK-005	Traffic Light - Hillsboro Boulevard And Nob Hill Road	Signal Enhancement	NA	SWAP	$600,000	
369	Southwest Ranches	SWRA-031	Drainage Project: SW 54th Street interconnect	Resiliency Improvements	Design	RANK	$138,000	
370	Southwest Ranches	SWRA-036	Drainage Project: Frontier Trails	Resiliency Improvements	Design	RANK	$1,000,000	
371	Southwest Ranches	SWRA-033	Drainage Project: SW 49Th Court and 202 Avenue	Resiliency Improvements	Planning	RANK	$135,000	
372	Pompano Beach	POMP-010	Palm Aire Lakes Access Roadway Project	Capacity Increase, Widening	Planning	RANK	$485,244	
373	Wilton Manors	WILT-016	Parking Structure	Capacity Increase, Widening	NA	SWAP	$0	
374	Pompano Beach	POMP-005	Innovation District Infrastructure Improvements Project	Capacity Increase, Widening	NA	RANK	$76,272,192	
375	Hallandale Beach	HALL-004	Replacing Existing Damaged Sidewalk	Bicycle Pedestrian Infrastructure	Design	RANK	$400,000	
376	Wilton Manors	WILT-001	Sidewalk Connectivity	Bicycle Pedestrian Infrastructure	Design	RANK	$1,200,000	
377	Fort Lauderdale	FORT-118	Safety Improvements: Sailboat Bend Traffic Mitigation	Bicycle Pedestrian Infrastructure	Planning	RANK	$271,925	
378	Fort Lauderdale	FORT-144	Safety Project: Coral Ridge C.C. Estates Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
379	Fort Lauderdale	FORT-146	Safety Project: Palm Aire Village West Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
380	Fort Lauderdale	FORT-143	Safety Improvements: Shady Banks Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
381	Fort Lauderdale	FORT-145	Safety Improvements: Twin Lakes North Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
382	Fort Lauderdale	FORT-140	Safety Improvements: Lake Ridge Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
383	Fort Lauderdale	FORT-141	Safety Improvements: Tarpon River Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
384	Oakland Park	OAKL-006	Multi-Modal Mobility Plan	Bicycle Pedestrian Infrastructure	Planning	RANK	$500,000	
385	Hollywood	HOLL-055	Transportation/Traffic Calming - Dist. 4	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
386	Hollywood	HOLL-057	Transportation/Traffic Calming - Dist. 6	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
387	Hollywood	HOLL-052	Transportation/Traffic Calming - Dist. 1	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
388	Hollywood	HOLL-053	Transportation/Traffic Calming - Dist. 2	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
389	Hollywood	HOLL-054	Transportation/Traffic Calming - Dist. 3	Bicycle Pedestrian Infrastructure	Planning	RANK	$833,333	
390	Lauderdale Lakes	LLAK-019	Citywide Bike Lanes & Pedestrian Safety Improvements Project	Bicycle Pedestrian Infrastructure	Planning	RANK	$1,500,000	
391	Fort Lauderdale	FORT-126	Safety Improvements: Beach Traffic Management Plan Execution	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,300,000	
392	Fort Lauderdale	FORT-125	Safety Improvements: SE 17th Street Mobility plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$2,691,000	
393	Tamarac	TAMA-004	Sidewalk Program	Bicycle Pedestrian Infrastructure	Planning	RANK	$3,750,000	
394	Fort Lauderdale	FORT-103	Sidewalks: Ada Sidewalk Installation & Replacement	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
395	Fort Lauderdale	FORT-102	Sidewalks: American Disability Act (ADA) Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$5,000,000	
396	Oakland Park	OAKL-022	North Andrews Gardens Corridor Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	$7,604,532	
397	Lauderdale-by-the-Sea	LSEA-019	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
398	Lauderdale-by-the-Sea	LSEA-020	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
399	Lauderdale-by-the-Sea	LSEA-021	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
400	Lauderdale-by-the-Sea	LSEA-022	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
401	Lauderdale-by-the-Sea	LSEA-023	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
402	Lauderdale-by-the-Sea	LSEA-024	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	$50,000	
403	Lauderdale-by-the-Sea	LSEA-033	A1A Crosswalk	Bicycle Pedestrian Infrastructure	NA	HOLD	$400,000	
404	Margate	MARG-020	Sidewalk Additions (Various)	Bicycle Pedestrian Infrastructure	NA	SWAP	$500,000	
405	Miramar	MIRA-059	Miramar Parkway Streetscape (SW 64 To SW 68)	Bicycle Pedestrian Infrastructure	NA	SWAP	$1,526,870	
406	Tamarac	TAMA-020	School Zones	Bicycle Pedestrian Infrastructure	NA	HOLD	$4,000,000	
407	Hallandale Beach	HALL-025	Community Bus Fleet Trolley Modernization	Transit	Design	RANK	$600,000	
408	Miramar	MIRA-082	Bus Stop Improvements	Transit	Design	RANK	$1,150,400	
409	Wilton Manors	WILT-011	Community Bus	Transit	NA	HOLD	$0	
410	Lauderdale-by-the-Sea	LSEA-031	Transportation Service	Transit	NA	HOLD	$200,000	
411	Cooper City	COOP-048	Bus Shelters	Transit	NA	SWAP	$400,000	
412	Weston	WEST-186	Bus Stop Improvements	Transit	NA	SWAP	$700,000	
413	Hallandale Beach	HALL-024	Community Bus Service	Transit	NA	SWAP	$2,200,000	
414	Sunrise	SUNR-015	Transit And Shuttle Bus Infrastructure	Transit	NA	RANK	$3,000,000	
415	Tamarac	TAMA-007	Bus Shelters/Crosswalks/Traffic Lights	Transit	NA	HOLD	$5,000,000	
416	Tamarac	TAMA-022	Rapid Bus System On Sawgrass	Transit	NA	HOLD	$15,000,000	
417	Fort Lauderdale	FORT-142	Safety Improvements: Victoria Park Master Plan Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
418	Weston	WEST-189	Glades Parkway Roadway Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$1,800,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
419	West Park	WPRK-011	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,500,000	
420	West Park	WPRK-012	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,500,000	
421	Weston	WEST-183	Bonaventure Local Roadways	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$2,857,600	
422	Fort Lauderdale	FORT-116	Safety Improvements: Neighborhood Traffic Calming - Qalert Requests	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$3,000,000	
423	Margate	MARG-001	Colonial Drive Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$40,000	
424	Fort Lauderdale	FORT-111	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$525,000	
425	Lauderhill	LHIL-012	Roundabout Construction Program	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$1,500,000	
426	Tamarac	TAMA-005	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	$15,000,000	
427	Fort Lauderdale	FORT-105	Sidewalks: Shade Trees	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
428	Hollywood	HOLL-039	Neighborhood Improvements - Dist. 1	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
429	Hollywood	HOLL-040	Neighborhood Improvements - Dist. 2	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
430	Hollywood	HOLL-043	Neighborhood Improvements - Dist. 5	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
431	Hollywood	HOLL-044	Neighborhood Improvements - Dist. 6	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
432	Hollywood	HOLL-041	Neighborhood Improvements - Dist. 3	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
433	Hollywood	HOLL-042	Neighborhood Improvements - Dist. 4	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$2,500,000	
434	Fort Lauderdale	FORT-156	Safety Improvements: Annual NCIP/BCIP	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$5,000,000	
435	Lauderdale Lakes	LLAK-014	Citywide Infrastructure Improvements	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$3,000,000	
436	Pembroke Pines	PPIN-022	City Wide Streetscape	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$4,720,000	
437	Sunrise	SUNR-034	Median Improvements (Citywide)	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$5,000,000	
438	Miramar	MIRA-041	Historic Miramar Drainage Improvements - Phase IV	Resiliency Improvements	Construction	RANK	$7,500,000	
439	Hollywood	HOLL-065	Industrial Park And Corridor Improvements	Capacity Increase, Widening	Design	RANK	$5,000,000	
440	Miramar	MIRA-042	Historic Miramar Drainage Improvements - Phase V	Resiliency Improvements	Design	RANK	$5,000,000	
441	Miramar	MIRA-043	Historic Miramar Drainage Improvements - Phase VI	Resiliency Improvements	Design	RANK	$28,500,000	
442	Fort Lauderdale	FORT-193	Roadway Improvements: US 1	Capacity Increase, Widening	NA	SWAP	$4,000,000	
443	Fort Lauderdale	FORT-054	School Zone Safety Improvements: Pine Crest Private School	Bicycle Pedestrian Infrastructure	NA	SWAP	$150,000	
444	Coconut Creek	COCO-023	Complete Streets Crosswalks on Lyons Rd	Bicycle Pedestrian Infrastructure	NA	SWAP	$433,000	
445	Miramar	MIRA-056	Historic Downtown Revitalization	Bicycle Pedestrian Infrastructure	NA	SWAP	$500,000	
446	West Park	WPRK-013	Purchase of a Trolley For Community Bus Services	Transit	NA	MOVED	$100,000	
447	Coconut Creek	COCO-005	Mainstreet Circulator	Transit	NA	HOLD	$200,000	
448	Lauderhill	LHIL-003	Bus Transportation Vehicle Replacements	Transit	NA	SWAP	$330,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
449	Hollywood	HOLL-062	Community Shuttle Buses	Transit	NA	MOVED	$5,000,000	
450	Coral Springs	CORA-116	Expand Community Bus Service	Transit	NA	MOVED	$9,000,000	
451	Sunrise	SUNR-027	Various Traffic Calming - Zone B	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	$500,000	
452	Sunrise	SUNR-026	Various Traffic Calming - Zone A	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$500,000	
453	Sunrise	SUNR-028	Various Traffic Calming - Zone C	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$500,000	
454	Sunrise	SUNR-029	Various Traffic Calming - Zone D	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$500,000	
455	Fort Lauderdale	FORT-119	Safety Improvements: Neighborhood Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	$3,000,000	
456	Fort Lauderdale	FORT-157	Safety Improvements: SW 31 Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$45,000	
457	Lauderdale-by-the-Sea	LSEA-030	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
458	Lauderdale-by-the-Sea	LSEA-029	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
459	Lauderdale-by-the-Sea	LSEA-025	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
460	Lauderdale-by-the-Sea	LSEA-026	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
461	Lauderdale-by-the-Sea	LSEA-027	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
462	Lauderdale-by-the-Sea	LSEA-028	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$125,000	
463	Lauderdale-by-the-Sea	LSEA-034	Traffic Safety Devices	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$700,000	
464	Lauderdale-by-the-Sea	LSEA-037	A1A Median Safety	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	$1,000,000	
465	Fort Lauderdale	FORT-129	Safety Project: SE 17th St - US 1 To SW 4th Ave Mobility Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	$2,500,000	
466	Plantation	PLAN-005	Adaptive Signal Coordination with Broward County	Signal Enhancement	NA	SWAP	$0	
467	Hallandale Beach	HALL-013	Hallandale Beach Blvd, US 1, Pembroke Rd & A1A Adaptive Signalization	Signal Enhancement	NA	SWAP	$780,000	
468	Plantation	PLAN-003	Adaptive Signal Coordination With Broward County	Signal Enhancement	NA	SWAP	$1,112,750	
469	Tamarac	TAMA-016	Adaptive Traffic Control Devices And Traffic Signalization	Signal Enhancement	NA	RANK	$15,000,000	
470	Fort Lauderdale	FORT-130	Safety Improvements: Downtown Wayfinding & Info Signage	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$280,411	
471	Fort Lauderdale	FORT-176	Street Lighting : Annual New Lighting Infrastructure	Landscaping, Hardscape, Signage, Lighting	Design	RANK	$10,000,000	
472	Fort Lauderdale	FORT-195	Roadway Improvements: Median Beautification - Entryway Signs	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$145,349	
473	Sunrise	SUNR-007	Street & Pedestrian Lighting - Zone C	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
474	Sunrise	SUNR-008	Street & Pedestrian Lighting - Zone D	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
475	Sunrise	SUNR-005	Street & Pedestrian Lighting - Zone A	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
476	Sunrise	SUNR-006	Street & Pedestrian Lighting - Zone B	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$500,000	
477	Hollywood	HOLL-063	Industrial Park And Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$5,000,000	
478	Tamarac	TAMA-011	Median And Street Landscaping	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$12,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
479	Fort Lauderdale	FORT-175	Street Lighting : Annual Lighting Retrofit Program	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$15,000,000	
480	Tamarac	TAMA-023	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$15,000,000	
481	Weston	WEST-310	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	$15,000,000	
482	Lauderdale-by-the-Sea	LSEA-014	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
483	Lauderdale-by-the-Sea	LSEA-013	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
484	Lauderdale-by-the-Sea	LSEA-015	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
485	Lauderdale-by-the-Sea	LSEA-016	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
486	Lauderdale-by-the-Sea	LSEA-017	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
487	Lauderdale-by-the-Sea	LSEA-018	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$60,000	
488	Lauderdale-by-the-Sea	LSEA-036	Parking Guidance	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	$1,000,000	
489	Weston	WEST-309	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$1,500,000	
490	Lauderhill	LHIL-006	Privacy Walls	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$1,600,000	
491	Pembroke Pines	PPIN-023	City Wide Landscaping - Medians & Swales	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	$8,000,000	
492	Weston	WEST-260	Culvert Improvements	Resiliency Improvements	Design	RANK	$2,000,000	
493	Weston	WEST-261	Culvert Improvements	Resiliency Improvements	Design	RANK	$2,000,000	
494	Wilton Manors	WILT-010	Storm Sewer Line Infrastructure	Resiliency Improvements	Design	RANK	$4,300,000	
495	Hollywood	HOLL-152	Environmental Resiliency - Dist. 1	Resiliency Improvements	Planning	RANK	$1,666,667	
496	Hollywood	HOLL-154	Environmental Resiliency - Dist. 3	Resiliency Improvements	Planning	RANK	$1,666,667	
497	Hollywood	HOLL-155	Environmental Resiliency - Dist. 4	Resiliency Improvements	Planning	RANK	$1,666,667	
498	Hollywood	HOLL-156	Environmental Resiliency - Dist. 5	Resiliency Improvements	Planning	RANK	$1,666,667	
499	Hollywood	HOLL-157	Environmental Resiliency - Dist. 6	Resiliency Improvements	Planning	RANK	$1,666,667	
500	Fort Lauderdale	FORT-174	Street Lighting: High Mast Lighting System	Resiliency Improvements	NA	RANK	$150,000	
501	Lauderdale-by-the-Sea	LSEA-008	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
502	Lauderdale-by-the-Sea	LSEA-010	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
503	Lauderdale-by-the-Sea	LSEA-011	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
504	Lauderdale-by-the-Sea	LSEA-012	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,000,000	
505	Lauderdale-by-the-Sea	LSEA-007	Drainage Projects	Resiliency Improvements	NA	HOLD	$1,900,000	
506	Pembroke Pines	PPIN-036	City Wide Signal Conversion To Mast Arms	Resiliency Improvements	NA	SWAP	$18,450,000	
507	Fort Lauderdale	FORT-062	Fiber Optic Cables: North Shoppes District	Fiber	NA	SWAP	$350,000	
508	Tamarac	TAMA-013	Fiber Optics	Fiber	NA	RANK	$3,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
509	Tamarac	TAMA-017	Fiber Optics	Fiber	NA	HOLD	$12,000,000	
510	Wilton Manors	WILT-004	Fiber Optic Installation	Fiber	NA	RANK	$18,000,000	

MOBILITY ADVANCEMENT PROGRAM

Broward MPO
Metropolitan Planning Organization
Move People & Goods | Create Jobs | Strengthen Communities

RANK Projects requested by municipalities to be ranked for funding.
HOLD Projects requested by municipalities to be put on hold from funding for various reasons.
SWAP Projects requested by municipalities to be swapped out in February 2021.
YEAR 1 Projects that are recommended for funding in Fiscal Year 2020.

Notes:
(1) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020) was developed by the Broward MPO Surtax Services in partnership with the municipalities in Broward County. All project information was provided by the municipalities.
(2) All projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018.
(3) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020), consistent with the Surtax Ordinance, the Tri-Party Interlocal Agreement, and Bi-Party Interlocal Agreement, is the output of the data-driven ranking tool utilizing the evaluation criteria, point distribution, and program readiness approach established in coordination with the municipalities.
(4) Projects with numbers that include ".x" reflect multi-part projects.
(5) As directed by Broward County, the following percentages are used to calculate the recommended phase funding since the projects in the Surtax Plan are assumed to be the total cost of the required phase(s) to complete the project:
- Planning: 3% of the total cost of the project in the Surtax Plan.
- Design: 12% of the total cost of the project in the Surtax Plan.
- Construction (includes CEI): 85% of the total cost of the project in the Surtax Plan.
- Right-of-way phase costs are project specific.

(6) The Broward MPO Surtax Services selected the Cycle 1 (Fiscal Year 2020) funding goal of $70 - $80 million of the total $120 million available (30-Year Surtax Financial Plan) since the County did not provide specific guidance. This goal was selected to allow for adequate funds for Community Shuttle Bus and Rehabilitation and Maintenance projects to be funded by the County.

EXHIBIT A-1

Chart 1 and Chart 2 below list the Cycle 1 Ranked Projects that were withdrawn, deferred, or deemed ineligible and therefore not included in the FY2020 Approved Projects.

Chart 1 – Withdrawn or Deferred MCPs

The Cycle 1 Ranked Projects in the table below were withdrawn or deferred at the request of the respective Municipalities.

Ranking	Project Number	Municipality	Comments
#10	LLAK-003	Lauderdale Lakes	Withdrawn/Deferred at City's request
#18	PPRK-002	Pembroke Park	Withdrawn/Deferred at City's request
#70	POMP-011	Pompano Beach	Withdrawn/Deferred at City's request
#72	COCO-020	Coconut Creek	Withdrawn/Deferred at City's request
#79	PPIN-021	Pembroke Pines	Withdrawn/Deferred at City's request
#86	LSEA-035	Lauderdale by the Sea	Withdrawn at City's request
#92	OAKL-025/WILT-015	Oakland Park/Wilton Manor	Withdrawn/Deferred at City's request
#100	WILT-015	Wilton Manors	Removed/Combined with Oakland Park's project OAKL-025
#104	PPIN-038	Pembroke Pines	Withdrawn/Deferred at City's request
#110	TAMA-021	Tamarac	Withdrawn/Deferred at City's request

Chart 2 – Ineligible MCPs

The Cycle 1 Ranked Projects in the table below were deemed ineligible.

Ranking	Project Number	Municipality	Comments
#11	TAMA-018	Tamarac	Ineligible
#29	WILT-007.1	Wilton Manors	Ineligible
#55	COOP-035	Cooper City	Ineligible

EXHIBIT B

Municipal Surtax Project Ranking Evaluation Criteria & Points Distribution

MUNICIPAL SURTAX PROJECT RANKING EVALUATION CRITERIA & POINTS DISTRIBUTION

2/14/2020

	EMPLOYMENT DENSITY	POPULATION DENSITY	TRANSIT	INCIDENT DELAY	LEVEL OF SERVICE	CONNECTION TO EXISTING FACILITIES	EQUITY	RESILIENCY	PROJECT PERFORMANCE
Explanation	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with employment density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with population density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on total number of existing transit services and multimodal connections within the buffer.	Projects analyzed and awarded points based on the total number of vehicular, pedestrian and bicycle crashes occurring within the buffer during a five-year period.	Projects analyzed and awarded points based on Level of Service (LOS) of connected roadway network.	Projects analyzed and awarded points based on connections to an existing, like or supporting facility / *Projects analyzed and awarded points based on the presence of a Public School(s) within the buffer.	Projects analyzed and awarded points based on the average equity indicator score within the buffer.	Projects analyzed and awarded points based on whether the project improves or addresses an identified resiliency issue on a vulnerable corridor.	Projects analyzed and awarded points based on their implementation performance.
Buffer	[¼ mile]	[¼ mile]	[¼ mile]	[200 ft]	[200 ft]	[200 ft. / *½ mile]	[¼ mile]	[200 ft]	
Factor	ALLEVIATE CONGESTION & ENHANCE CONNECTIVITY				ALLEVIATE CONGESTION	ENHANCE CONNECTIVITY	COMMUNITY EMPHASIS		INTERLOCAL AGREEMENT
Scale	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points	Indicator / Points
	Top 5% Employment Density 50	Top 5% Population Density 50	BCT Bus Routes- Per Route 8pts/per Cap 80pts	Over 60 incidents within 200 ft 100	LOS F – Forced or breakdown flow 50	Sidewalk project provides new or enhanced connection to an existing sidewalk 30	Average score >3 20	Within a regionally identified moderate to high vulnerable corridor (Tier 1-3) 20	Project Delivery: Project Schedule ✓ Budget ✓ CBE Goal 30 – 30 ✓
	Between 5%-10% Employment Density 40	Between 5%-10% Population Density 40	Community Shuttles/Microtransit - Within 1/4 mile (Yes) 10	Between 40-59 incidents within 200 ft 80	LOS E – Unstable flow 40	Bike lane project provides new or enhanced connection to an existing bike lane 30	Average score of 2-3 15	Not within a regionally identified moderate to high vulnerable corridor 10	
	Between 10%-15% Employment Density 30	Between 10%-15% Population Density 30	SFRTA Tri-Rail Shuttles - Within 1/4 mile (Yes) 10	Between 20-39 incidents within 200 ft 60	LOS D – Approaching unstable flow 30	Project provides new or enhanced connection to an existing bus stop	Average score of 1-2 15		
	Between 15%-20% Employment Density 20	Between 15%-20% Population Density 20		Between 11-19 incidents within 200 ft 40	LOS C – Stable flow 20	Project provides new or enhanced connection to an existing roadway	Average score of 0-1 10		TBD
	Less than 20% Employment Density 10	Less than 20% Population Density 10		Less than 10 incidents within 200 ft 20	LOS B – Reasonably free flow 10	Within ½ mile of an existing public school 20	Average score of 0 10		
					LOS A 10	Not within ½ mile of an existing public school 10			
					No available LOS data 10				
Source	Broward County Planning and Development Management Division	Broward County Planning and Development Management Division	Broward County Transit Routes: SFRTA / Tri-Rail	Signal Four Crash Data for all modes (University of Florida)	FDOT D4 LOS Assessment Report / FDOT LOS Map Package	Based on scope and project description and Broward County Public Schools GIS layer	Broward MPO Transportation Planning Equity Assessment methodology	Broward MPO – Map files from the "Extreme Weather and Climate Change Risk to the Transportation System in Broward County" study.	Broward County Mobility Advancement Program Administrator

Work Mix Points:	Capacity Increase, Widening, Bridge	Bicycle Pedestrian Infrastructure	Transit	Intersection Improvement	Signal Enhancement	Landscaping, Hardscape, Signage, Lighting	Resiliency Improvements	Fiber
	50 Points	45 Points	40 Points	35 Points	30 Points	25 Points	20 Points	15 Points

MOBILITY ADVANCEMENT PROGRAM

Broward MPO
Metropolitan Planning Organization

Note:
The Ranking Criteria and Points Distribution for municipal capital surtax projects was developed by the Broward MPO in partnership with the municipalities in Broward County. The MPO's data-driven ranking tool utilizes the evaluation criteria and point distribution in order to rank the municipal capital projects included in the Broward County Transportation Surtax Plan.

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Broward County Commission
21 Page(s)
Mtg Doc Stamps: $0.00
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#1

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This is the First Amendment (the "First Amendment") to the Transportation System Surtax Interlocal Agreement, entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the Broward Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO"), and the municipalities that have formally approved the Interlocal Agreement (collectively the "Municipalities") that was executed by the County on August 29, 2018 (the "Interlocal Agreement").

Recitals

A. The transportation surtax ballot measure was approved by the voters on November 6, 2018, and the Parties desire to enter into this First Amendment to address the issues specified below.

B. The Parties acknowledge that, under the Interlocal Agreement, the MPO is required to review, rank, and prioritize Submitted Municipal Projects based on each project's ability to alleviate traffic congestion and enhance connectivity. Because municipal rehabilitation and maintenance projects (involving the maintenance and rehabilitation of roads, sidewalks, bike paths, drainage, etc.) may not promote connectivity or alleviate traffic congestion, the amendments stated below, among other things, are intended to increase the likelihood that such projects will receive funding earlier in the Transportation Surtax Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Interlocal Agreement remain in full force and effect. Amendments made to the Interlocal Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Interlocal Agreement.

2. Section II, titled "Applications for Funding," is hereby amended to read as follows:

   Applications for Funding. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which ~~will be~~ were considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects (this number includes 506 municipal roadway and safety projects and 203 municipal maintenance and rehabilitation projects), with an estimated cost of $2.8 billion (including the City Project Contingency and Community Bus Service). The Parties acknowledge that in any given year the County may,

Approved BCC 6/11/19, 81
Submitted By County Attorney
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but is not obligated to, fund more than the ten percent (10%) commitment (inclusive of Community Bus Service funding) provided for in Section V.D. of the Interlocal Agreement.

~~All of these~~ The 506 municipal roadway and safety projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below. Consistent with the Interlocal Agreement entered into between the MPO and the County on April 16, 2019, an application process will be established by the Transportation Surtax-funded MPO staff to allow Municipalities to submit applications for new or amended projects, beyond the 506 Submitted Municipal Projects currently in the Plan to be prioritized based on their ability to enhance connectivity and alleviate traffic congestion. Transportation Surtax-funded MPO staff will accept, review, evaluate, and recommend existing and new municipal projects to be contained in a Five-Year Plan, due to be submitted by Transportation Surtax-funded MPO staff to County staff no later than July 2020.

The County will develop a prioritization process for municipal rehabilitation and maintenance projects that allows Municipalities to submit new or amended rehabilitation and maintenance projects beyond the 203 currently contained in the Transportation Surtax Plan. The prioritization process for municipal rehabilitation and maintenance projects will acknowledge the age and condition of facilities while striving to achieve geographic and equitable distribution of Transportation Surtax Proceeds countywide to benefit all who participate in paying the surtax. The process will be presented to stakeholders and the County Commission prior to implementation. New or amended rehabilitation and maintenance project applications will be accepted from Municipalities by County staff through an annual process that will be developed and presented to Municipalities.

3. Section III, paragraph G is hereby amended to read as follows:

   G. Road Improvements – New roads, widening, ~~R~~resurfacing and ~~road~~ repairs of existing roads, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

4. Section IV, titled "MPO Review and Ranking," is hereby amended to read as follows:

   MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the Transportation Surtax-funded MPO staff agree~~s~~ to review, rank, and prioritize the current and future projects (including the 506 projects currently in the plan that do not involve rehabilitation and maintenance) based upon each project's ability to alleviate traffic congestion and enhance connectivity. The 203 rehabilitation and maintenance projects (involving the maintenance or rehabilitation of roads, sidewalks, bike paths, bridges, etc.) currently in the plan will not be subject to MPO ranking and prioritization and will be eligible for funding from available Transportation Surtax Proceeds after the MPO submits its recommendations for projects that alleviate traffic congestion and improve connectivity. The parties hereto acknowledge that the MPO ~~might~~ lack~~s~~ adequate resources and time to review, rank, and

prioritize the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and the MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County~~,~~ and the MPO~~,~~ (~~and~~ with Municipalities being represented through their representation on the MPO Board) ~~representing a majority of the population of Broward County entering into a separate agreement to~~ establishing in writing the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects. The Parties agree that prioritization will be informed by each project's ability to alleviate traffic congestion and improve connectivity, but also acknowledge that Transportation Surtax-funded MPO staff may properly consider shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses.

Transportation Surtax-funded MPO staff will work with the County to develop an annual process that allows municipalities to submit eligible projects for MPO review, ranking, and prioritization. This application process will provide an option for Municipalities to "swap out" one or more of their existing eligible projects with a new project of similar cost, with the County's written consent. This process will be available commencing with the February 2021 annual municipal projects evaluation cycle.

The County, through the Mobility Advancement Plan's administration, will prepare a budget, annually, to be approved in the normal course of the County's budget process, which includes municipal projects that have been prioritized by the Transportation surtax-funded MPO staff and approved as eligible for funding by the Independent Transportation Surtax Oversight Board. Municipalities will be notified by the MPO and the County individually, and collectively, at each stage of the budget processes so they are full, participating partners and will have a heightened comfort level regarding a five-year project and revenue forecast.

5. Section VI, titled "Conditions Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective," is hereby deleted in its entirety.

6. The Parties hereto represent and acknowledge that the Village of Lazy Lake is the only municipality that has not approved the Interlocal Agreement and therefore is the only municipality that is currently not entitled to receive Transportation Surtax Proceeds, commencing with the initial distribution thereof.

7. This First Amendment represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the remainder of the Interlocal Agreement, 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 First Amendment that is not contained in this written document or the Interlocal Agreement.

8. The effective date of this First Amendment shall be the date of complete execution by the County, the MPO, and such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are parties to the Interlocal Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of this First Amendment is required because it modifies express obligations of the MPO.

9. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action (Agenda Item 81) on the 11th day of June, 2019; the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

24 day of June, 2019

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
Telecopier: (954) 357-7641

By: _____
Angela J. Wallace
Deputy County Attorney

11th day of June, 2019

AJW
1st Amendment Transportation Surtax ILA
05/21/2019

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

This 12th day of Sept. 2019.

By: _____
Bryan Caletka, Chair

This 12th day of Sept. 2019.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Coconut Creek through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 11th day of July, 2019.

WITNESS:

_____
Signature of Witness

_____
Print of Type Name of Witness

_____
Signature of Witness

_____
Print of Type Name of Witness

CITY

By: Sandra L. Welch
Sandra L. Welch, Mayor

11th day of July, 2019

By: Mary C. Blasi
Mary C. Blasi, City Manager

ATTEST:

By: Leslie Wallace May
Leslie Wallace May, City Clerk

Approved as to legal form

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Cooper City through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 20th day of August, 2019.

WITNESS:

Signature of Witness

ROLANDO VANEGAS JR

Print of Type Name of Witness

Ruth Freestone

Signature of Witness

Ruth Freestone

Print of Type Name of Witness

CITY

By _____
Mayor

20th day of August, 2019

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF CORAL SPRINGS through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 21st day of August, 2019.

WITNESS:

Karyn Komatt
Signature of Witness

Karyn Komatt
Print of Type Name of Witness

Debra Thomas
Signature of Witness

Debra Thomas
Print of Type Name of Witness

CITY

By _____
Mayor

21st day of August, 2019

By _____
Deputy City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF DEERFIELD BEACH through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 6th day of August, 2019.

WITNESS:

Signature of Witness

Tracy Britten

Print of Type Name of Witness

Signature of Witness

Erica Satz

Print of Type Name of Witness

CITY

By

Bill Ganz, Mayor

6th day of August, 2019

By

David Santucci, Interim City Manager

ATTEST:

Samantha Gillyard, City Clerk

Approved as to legal form

Anthony Soroka, City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Fort Lauderdale through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of July, 2019.

WITNESS:

Jeanette A. Johnson
Signature of Witness

Jeanette A. Johnson
Print of Type Name of Witness

Donna Varisco
Signature of Witness

Donna Varisco
Print of Type Name of Witness

CITY

By _____
Mayor

24 day of July, 2019

By _____
City Manager

ATTEST:

_____
Deputy City Clerk

Approved as to legal form

_____
Asst. City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Town of Hillsboro Beach, FL through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 2nd day of July, 2019.

WITNESS:

Signature of Witness

Daniela T. Joseph
Print of Type Name of Witness

Signature of Witness

NICOLE SPRADLIN
Print of Type Name of Witness

CITY

By Deborah L. Tamat
Mayor

2nd day of July, 2019

By
City Manager

ATTEST:
City Clerk

Approved as to legal form
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Laud. Lakes through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 9th day of July, 2019.

WITNESS:

Signature of Witness

Print of Type Name of Witness

Signature of Witness

Print of Type Name of Witness

CITY

By _____
Mayor

9th day of July, 2019

By _____
City Manager

ATTEST:

City Clerk

Approved as to legal form

City Attorney

BROWARD COUNTY, FLORIDA * SEAL OF CITY OF LAUDERDALE LAKES * INCORPORATED 1961

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Margate through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 3rd day of July, 20 19.

WITNESS:

Signature of Witness

Jennifer M. Johnson
Print of Type Name of Witness

Carleen Steadman
Signature of Witness

Carleen Steadman
Print of Type Name of Witness

CITY

By _____
Mayor

3rd day of July, 2019

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF MIRAMAR through its City Commission, signing by and through its City Manager authorized to execute the same by City Commission action at its properly noticed meeting on the 10 day of July, 2019.

CITY OF MIRAMAR, FLORIDA

ATTEST:

Denise A. Gibbs
City Clerk

By: For
Vernon E. Hargray
City Manager

Dated: 7/10/19

Approved as to legal form and
Sufficiency for the use of and reliance
By the City of Miramar only:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

Notice Recipient:

Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Vehargray@miramarfl.gov

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Jcole@wsh-law.com

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Parkland through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 10th day of July, 20 19.

WITNESS:

Dara Gottlieb
Signature of Witness

Dara Gottlieb
Print of Type Name of Witness

Claudia Chabot
Signature of Witness

CLAUDIA CHABOT
Print of Type Name of Witness

CITY

By _____
Mayor

10th day of July, 2019

By _____
City Manager

City of Parkland SEAL Broward County Florida

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF Pompano Beach through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 23rd day of July, 20 19.

WITNESS:

Signature of Witness

Emily A. Sargent

Print of Type Name of Witness

Signature of Witness

Shelley R. Bartholomew

Print of Type Name of Witness

CITY

By _____
Mayor

23 day of July, 2019

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to legal form

_____
City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF SOUTHWEST RANCHES through its Town Council, signing by and through its Mayor, authorized to execute the same by Board action on the 22nd day of August, 2019.

WITNESS:

Signature of Witness

Ivette Solera

Print of Type Name of Witness

Danielle Cabau

Signature of Witness

Danielle Cabau

Print of Type Name of Witness

SOUTHWEST RANCHES

By

Doug McKay, Mayor

22nd day of August, 2019

By

Andy Berns, Town Administrator

ATTEST:

Russell Muniz, Assistant Town Administrator Town Clerk

Approved as to legal form

Keith Poliakoff, Town Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WESTON through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 1st day of July, 2019.

WITNESS:

Patricia A. Bates
Signature of Witness

Patricia A. Bates
Print of Type Name of Witness

_____
Signature of Witness

_____
Print of Type Name of Witness

CITY OF WESTON

By _____
Daniel J. Stermer, Mayor

1st day of July, 2019

By _____
John R. Flint, City Manager

2nd day of July, 2019

ATTEST:

Patricia A. Bates
Patricia A. Bates, City Clerk

Approved as to legal form:

_____
Jamie A. Cole, City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WEST PARK through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 7th day of AUGUST, 2019.

WITNESS:

Signature of Witness

Deborah L. Campbell II.
Print of Type Name of Witness

Signature of Witness

Print of Type Name of Witness

CITY

By
Mayor

14th day of AUGUST, 2019

By
City Manager

(RESOLUTION 2019-79)

ATTEST:

City Clerk

Approved as to legal form

City Attorney

FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WILTON MANORS through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 23rd day of July, 2019.

WITNESS:

Patricia Staples
Signature of Witness

Patricia Staples
Print of Type Name of Witness

Signature of Witness

Johnnie Goodnight
Print of Type Name of Witness

CITY

By Justin S. Flippen
Justin S. Flippen, Mayor

24th day of July, 2019

By
Leigh Ann Henderson, City Manager

ATTEST:

BY: Faith Lombardo
Faith Lombardo, City Clerk

Approved as to form:

BY:
Kerry L. Ezrol, Esq., City Attorney

INSTR # 115436406
Recorded 11/08/18 at 11:22 AM
Broward County Commission
44 Page(s)
Mtg Doc Stamps: $0.00
Int Tax $0.00
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INSTR # 115434213
Recorded 11/07/18 at 02:40 PM
Broward County Commission
44 Page(s)
Mtg Doc Stamps: $0.00
Int Tax $0.00
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TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Transportation System Surtax Interlocal Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the municipalities that formally approve this Agreement and execute and return to the County a signature page bearing the above legend, each of which is a municipal corporation within Broward County existing under the laws of the State of Florida (collectively, the "Municipalities"), and the Broward County Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO").

Recitals

A. Because of the urgent need for transportation system improvements, the County Commission voted on June 5, 2018, to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%) (the "Ballot Proposal"). On June 5, 2018, the County Commission also enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances, and which, among other things:

1. Levied the surtax subject to subsequent voter approval;

2. Established a transportation surtax trust fund into which all surtax proceeds will be deposited;

3. Established an independent oversight board (the "Oversight Board") to ensure transparency and objectivity in the review of applications for funding from surtax proceeds;

4. Established a seven (7) member entity (the "Appointing Authority") to appoint the members of the Oversight Board. One of the members is a designee of the Broward League of Cities; and

5. Provided a process by which any municipality within Broward County may apply for project funding from surtax proceeds, which process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

B. The County and the Municipalities enter into this Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of their mutual residents and visitors, including by educating the electorate, consistent with state law requirements, on the critical importance of the Ballot Proposal.

Approved BCC August 21, 2018 #1
Submitted By County Attorney
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C. The County Commission, the governing body of each of the Municipalities, and the MPO enter into this Agreement on behalf of their respective entities after having made the following findings:

1. Without a dedication of substantial new revenues, the existing transit system within Broward County will not be sustainable, alternative modes of transportation will not be realized, and traffic congestion will continue to worsen;

2. The ten-year Transportation Development Plan approved by the County Commission on January 9, 2018, identifies that the County's transit system will be substantially underfunded by 2025, despite the current dedication of substantial *ad valorem* tax revenues to subsidize transit operations;

3. The proposed transportation surtax would enable the advancement of transportation and premium transit projects presently identified in the MPO's Commitment 2045 Metropolitan Transportation Plan and the current five-year Transportation Improvement Program, and would provide funding for roadway capital investment projects that would improve safety, reduce congestion, and advance multimodal mobility options for residents and visitors, which projects are currently infeasible for reasons including a lack of dedicated revenue for operations and maintenance; and

4. Critically, the proposed transportation surtax would provide a dedicated funding source that would enable the County to leverage revenues contributed by residents and visitors to obtain federal transportation grants available only to grant applicants that can demonstrate the financial resources to build, operate, and maintain, through their useful lives, major transportation projects, thereby bringing back to Broward County more of the tax dollars paid by local residents and businesses that would otherwise be allocated to other counties and states. The proposed surtax would enable the County to compete directly for, and work collaboratively with other governmental and private partners to acquire, certain discretionary state and federal funding to advance the mobility goals of the region.

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

Agreement

I. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

II. Applications for Funding. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which will be considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent

with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects, with an estimated total cost of $2.8 billion (including the City Project Contingency). All of these projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below.

III. Eligibility. While the Transportation Surtax Ordinance prioritizes funding for municipal projects that will relieve traffic congestion and increase connectivity, the following municipal projects may be considered for funding:

A. Street lighting - Improvements to lighting systems along a public road that illuminate the right-of-way for vehicles, pedestrians, and bicyclists. A lighting justification report consistent with Broward County and FDOT policies is required for these improvements to be considered;

B. Drainage - Improvements to a public road storm water system that address drainage deficiencies, provided the drainage improvements only address storm water runoff from a public roadway. Improvements to address runoff from private roads and developments are not eligible;

C. Buffer/Sound Walls - Improvements that are consistent with the Florida Department of Transportation's noise decibel level criteria;

D. Fiber-optic - Improvements supporting only communications for the public transportation system, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). Shared conduit may not be considered for surtax funding;

E. Landscaping - Only improvements within the public road right-of-way that meet the applicable design criteria may be considered for funding;

F. Parking - Improvements used for park-and-ride or other transit-oriented development parking that serves the public. Garages directly related to a transportation project that serves the public will be considered, provided the parking fees do not exceed costs associated with securing, operating, and maintaining the facility; and

G. Road Improvements - Resurfacing and road repairs, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the MPO agrees to review, rank, and prioritize the projects based upon each project's ability to alleviate traffic congestion and enhance connectivity. The parties hereto acknowledge that the MPO might lack adequate resources to review, rank, and prioritize

the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County, MPO, and Municipalities representing a majority of the population of Broward County entering into a separate agreement to establish the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects.

V. Surtax Proceeds for Submitted Municipal Projects.

A. If the proposed surtax levy is approved by the voters in the November 6, 2018, election, the net amount of transportation surtax proceeds the County receives from the Florida Department of Revenue ("FDOR") shall be defined as the "Transportation Surtax Proceeds." The amount of Transportation Surtax Proceeds currently estimated to be received during the thirty-year levy is approximately $15.6 billion.

B. Section 212.055, Florida Statutes, which authorizes the levy of the proposed surtax, was recently amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." In connection with that audit, the County submitted to the state's Office of Program Policy Analysis and Government Accountability a table attached hereto as Exhibit A (the "Table"). The Table shows the amount of Transportation Surtax Proceeds currently projected to be received by the County and the current intended use of such proceeds.

C. The row of the Table titled "City Projects" represents the County's current estimate of the amount of money available and intended in good faith to be utilized during the thirty-year tax levy to fund Submitted Municipal Projects approved by the Oversight Board (a separate row of the Table addresses Community Bus Service).

D. Consistent with Section 212.055(1)(d), Florida Statutes, the County Commission hereby determines it appropriate and the County hereby commits that, for each applicable year during which Transportation Surtax Proceeds are received by the County, an amount equal to a minimum of ten percent (10%) of the Transportation Surtax Proceeds received by the County that year, less the amount directly paid from Transportation Surtax Proceeds for Community Bus Service as outlined below, shall be used to fund Submitted Municipal Projects in the order of ranking by the MPO (with the highest-ranked project receiving the first funding). The timing and process of providing such funding shall be consistent with applicable law including Section 129.01, Florida Statutes. If there is insufficient funding remaining within such ten percent (10%) commitment (less Community Bus Service funding) to fund the highest-ranked Submitted Municipal Project that remains unfunded (i.e., the next project that would receive funding), the County Commission may, at its option, either (i) exceed the ten percent (10%) commitment (less Community Bus Service funding) by funding the highest-ranked unfunded project or (ii) not fund that project and add the difference between the amount

of funding provided and the ten percent (10%) commitment (less Community Bus Service funding) to the amount to be funded the following year. Notwithstanding anything in this Agreement to the contrary, no Transportation Surtax Proceeds may be used to fund any Submitted Municipal Project: (i) submitted by a municipality that is not a party to this Agreement; (ii) that has not been approved by the Oversight Board; or (iii) to the extent utilization of Transportation Surtax Proceeds on such project would be impermissible under applicable law. Additionally, this ten percent (10%) commitment shall be reduced in any year to the extent requested expenditures for Submitted Municipal Projects prioritized by the MPO are below ten percent (10%) of Transportation Surtax Proceeds received during such year less Community Bus Service funding for such year. Funding of Submitted Municipal Projects and Community Bus Service shall be accomplished through interlocal agreements between the County and the applicable Municipalities. The unincorporated area of the County shall be considered a municipality eligible to receive funding committed under this section, and projects proposed on behalf of the unincorporated area of the County shall constitute Submitted Municipal Projects. Each Municipality agrees to keep any and all Transportation Surtax Proceeds it receives in a segregated financial account, and agrees not to comingle such proceeds with any other funds.

E. Community Bus Service. Transportation Surtax Proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service, subject to the following conditions and subject to such expenditures being approved by the Oversight Board. Funding of Community Bus Service is not subject to any review or ranking by the MPO. To receive surtax funding, the Community Bus Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route (the County has the discretion to increase this standard based on future population and ridership growth, in which event the increased standard must be met to be eligible for surtax funding). Notwithstanding anything to the contrary stated in this Agreement, the County shall not be obligated to fund in any year Community Bus Service in an amount exceeding ten percent (10%) of the Transportation Surtax Proceeds received by the County during that year.

F. Potential Limitation for Calendar Year 2019. Notwithstanding anything in this Agreement to the contrary, if the MPO is unable to review, rank, and prioritize Submitted Municipal Projects prior to calendar year 2020, the County shall fund during calendar year 2019 the Community Bus Service described in paragraph E above, and the differential (the amount of the ten percent commitment less the amount of 2019 surtax funding for such Community Bus Service) shall be added to the funding for Submitted Municipal Projects in 2020.

VI. Condition Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective. This Agreement shall become effective only if, on or before September 30, 2018, the MPO and municipalities representing a majority of the population of Broward County formally approve, execute, and return the executed Agreement to the County, with a contemporaneous copy e-mailed to the County

Administrator and County Attorney at the e-mail addresses provided below. Any municipality may join the Agreement after it becomes effective. No municipality is eligible to receive any Transportation Surtax Proceeds prior to that municipality becoming a party to this Agreement. Additionally, if a municipality has not joined the Agreement on or before September 30, 2018, that municipality shall not be eligible to receive any Transportation Surtax Proceeds received by the County in 2019 (whether or not such proceeds are added to the 2020 funding as referenced in paragraph F above).

VII. Reporting, Audit, and Related Requirements. The County and each Municipality receiving funding pursuant to this Agreement agree to fully comply with the Reporting Requirements specified on Exhibit B, agree to fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-75, Broward County Code of Ordinances, as same may be amended by the County (provided that such amendment(s) apply equally to the County), and agree that all of their respective expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with the conditions, if any, of the approval received by the Oversight Board. The obligations stated in this paragraph shall survive expiration or earlier termination of this Agreement.

VIII. Term of Agreement. This Agreement shall remain in full force and effect until all Transportation Surtax Proceeds received by any party pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each applicable party's final audit. If the Ballot Measure is not approved by majority vote in connection with the November 6, 2018, election, this Agreement shall be null and void *ab initio*.

IX. No Impact on Future Levies. Nothing in this Agreement shall impact in any way, whatsoever, any future ballot question (whether placed on a ballot in 2019 or any time thereafter) seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

X. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Agreement shall be met solely through the use of Transportation Surtax Proceeds, and funding provided shall be consistent with applicable law including Section 129.01, Florida Statutes.

XI. Pledge of Support. To the full extent permissible under applicable law, all parties pledge to support the approval of the Ballot Measure and agree to work cooperatively to enhance the regional transportation system. Nothing stated in this section shall be interpreted to impede the free speech rights of any individual.

XII. Amendment. This Agreement may be amended by a written document formally approved by the County and by such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are a party to the Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of any amendment shall only be required if

the amendment purports to modify any express obligation of the MPO hereunder. Any properly approved amendment shall be binding on all parties hereto.

XIII. Governing Law, Venue, and 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 parties agree that 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. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XIV. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XV. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XVI. Notices. Any notice under this Agreement shall be provided by email to the following recipients:

As to the County:	Broward County Administrator Current e-mail: bhenry@broward.org
With a copy to:	Broward County Attorney Current e-mail: ameyers@broward.org
As to Municipality:	Manager/Administrator Name and current e-mail provided on signature page
With a copy to:	Municipal Attorney Name and current e-mail provided on signature page
MPO:	MPO Executive Director Current e-mail: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Current e-mail: agabriel@wsh-law.com

A party's notice address may be changed at any time by that party, provided that party provides notice of such change consistent with the requirements of this section.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any other agreement, representation, or communication, whether oral or written, between the parties relating to the subject matter of this Agreement.

XVIII. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XIX. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party.

XX. Severability. In the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify the invalidated portion of the Agreement in a manner designed to effectuate the original intent of the parties.

XXI. Advice of Counsel. Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

29 day of August, 2018

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
Telecopier: (954) 357-7641

By: _____
Andrew J. Meyers
Broward County Attorney

29 day of August, 2018

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Coconut Creek, by its City Commission, signing by and through its City Manager, who is duly authorized to execute same by official action taken on September 27, 2018:

CITY OF COCONUT CREEK

By:

Mary C. Blasi 9/27/18

Mary C. Blasi, City Manager Date

ATTEST:

Leslie Wallace May 9/27/18

Leslie Wallace May, MMC Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 9/27/18

Terrill C. Pyburn, City Attorney Date

In accordance with Section XVI. Notices., of this Agreement, any notice to the City of Coconut Creek shall be provided by email to the following recipients:

Mary C. Blasi, City Manager
mblasi@coconutcreek.net

and

Terrill C. Pyburn, City Attorney
tpyburn@coconutcreek.net

CITY OF COOPER CITY

IN WITNESS WHEREOF, the City Commission of the City of Cooper City approved and entered into this **Transportation System Surtax Interlocal Agreement** through affirmative Commission action by Resolution adopted on September 20, 2018.

ATTEST:

Kathryn Sims

City Clerk

SIGNED BY:

Greg Ross

Mayor

9/20/18

Date Signed

City Address for Formal Notifications to City:

CITY OF COOPER CITY, FLORIDA

Office of the City Manager

Bruce Loucks

bloucks@coopercityfl.org

9090 SW 50 Place

Cooper City, Florida 33328

CITY ATTORNEY

dwolpin@wsh-law.com

CITY OF CORAL SPRINGS

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

ATTEST:

DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

WALTER G. CAMPBELL, JR., Mayor

20th day of September, 2018

APPROVED AS TO FORM:

JOHN J. HEARN, City Attorney
9500 West Sample Road
Coral Springs, FL 33065
Telephone: (954) 344-1011
Fax: (954) 344-5930
Email: jhearn@coralsprings.org

Contact information for notice purposes:

Michael Goodrum, City Manager
9500 West Sample Road
Coral Springs, FL 33065
Email: mgoodrum@coralsprings.org

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Dania Beach through its City Commission, signing by and through its Mayor authorized to execute same by Commission action on the 25 day of September, 2018.

ATTEST:

Thomas Schneider

THOMAS SCHNEIDER, CMC
CITY CLERK

CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Tam James

TAMARA JAMES
MAYOR

Dated: September 25, 2018

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY
tansbro@daniabeachfl.gov

Dated: September 25, 2018

Colin Donnelly

ROBERT BALDWIN
CITY MANAGER
rbaldwin@daniabeachfl.gov

Colin Donnelly
Asst. City Manager

Dated: September 25, 2018

NOTICES:

Manager/Administrator:

Robert Baldwin
City Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004
rbaldwin@daniabeachfl.gov

With a copy to:
Thomas J. Ansbro
City Attorney
100 W Dania Beach Boulevard
Dania Beach, FL 33004
tansbro@daniabeachfl.gov

Transportation System Surtax Interlocal Agreement

TOWN OF DAVIE, through its Town Council, signing by and through its Mayor, authorized to execute said action by the Town Council on the 17th day of September 2018.

Witnesses:

Gillian Brewster
Name of Witness Printed Above

Name of Witness Printed Above

TOWN OF DAVIE,
A Florida Municipal Corporation

By: _____
Judy Paul, Mayor

17th Day of September, 2018

By: _____
Richard J. Lemack, Town Administrator

ATTEST:

By: _____
Evelyn Roig, Town Clerk

Approved as to legal form:

By: _____
John C. Rayson, Town Attorney

Designated Contacts for Notices (including email address(es):

Town of Davie
6591 Orange Drive
Davie, FL 33314
Attention: Town Administrator
Email: rlemack@davie-fl.gov

Town of Davie
6591 Orange Drive
Davie, FL 33314
Attention: Town Attorney
jrayson@davie-fl.gov

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Date of Formal Action approving the agreement: 17th day of September, 2018

WITNESSES:

City of Deerfield Beach

By _____
Bill Ganz, Mayor

17th day of September, 2018.

ATTEST:

By _____
Samantha Gillyard, CMC, City Clerk

(CORPORATE SEAL)

_____
Burgess Hanson, City Manager

19 day of September, 2018

APPROVED AS TO FORM:

By _____
Andrew Maurodis, City Attorney

NOTICES:
Manager/Administrator:

Burgess Hanson, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441
bhanson@deerfield-beach.com

With a copy to:
Samantha Gillyard, City Clerk
150 NE 2nd Avenue
Deerfield Beach, FL33441
sgillyard@deerfield-beach.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its City Manager or Assistant City Manager, authorized to execute the same by Board action on the 25 day of September, 2018.

WITNESS:

Signature of Witness

Print of Type Name of Witness

Signature of Witness

Print of Type Name of Witness

CITY OF FORT LAUDERDALE,
A Florida Municipal Corporation

By: _____ FOR

Lee R. Feldman, City Manager

25 day of September, 2018

ATTEST:

By: _____

Jeffrey A. Modarelli, City Clerk

Approved as to legal form:

Alain E. Boileau, City Attorney

By: _____

Tania M. Amar, Assistant City Attorney

Designated Address for Notices (include email address(es):

City of Fort Lauderdale
City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attention: City Manager
Email: lfeldman@fortlauderdale.gov

With a copy to:
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: aboileau@fortlauderdale.gov

CITY OF HALLANDALE BEACH

ATTEST:

JENORGEN GUILLEN
CITY CLERK

CITY OF HALLANDALE BEACH, by and through its CITY COMMISSION

By: _____
KEITH S. LONDON,
MAYOR

19 day of September, 2018

Date of Formal Action approving the agreement 17th day of September, 2018

Approved as to legal sufficiency and form by

Jennifer Merino
City Attorney
City of Hallandale Beach
400 South Federal Hwy
Hallandale Beach, Florida 33309
Telephone: (954) 457-1325

By: _____
JENNIFER MERINO
CITY ATTORNEY
City of Hallandale Beach
19 day of September, 2018

NOTICES:

Manager/Administrator:

Nydia Rafols-Sallaberry
Interim City Manager
400 South Federal Highway
Hallandale Beach, FL 33009
nrafols@cohb.org

With a copy to:
Jennifer Merino
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (THE "COUNTY"), THE MUNICIPALITIES THAT FORMALLY APPROVE THIS AGREEMENT AND EXECUTE AND RETURN TO THE COUNTY A SIGNATURE PAGE BEARING THE ABOVE LEGEND, EACH OF WHICH IS A MUNICIPAL CORPORATION WITHIN BROWARD COUNTY EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA (COLLECTIVELY, THE "MUNICIPALITIES"), AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION, DULY ORGANIZED AND EXISTING UNDER SECTION 339.175, FLORIDA STATUTES (THE "MPO").

TOWN OF HILLSBORO BEACH, through its Town Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 24th day of September, 2018 .

WITNESS:

Irene Kirdahy
Signature of Witness

Irene Kirdahy
Print of Type Name of Witness

TOWN OF HILLSBORO BEACH, FLORIDA

By Deborah L. Tarrant
Deborah L. Tarrant, Mayor

24th day of September, 2018

By
William M. Serda, Town Manager

ATTEST:
Sherry D. Henderson, CMC Town Clerk

TOWN OF HILLSBORO BEACH FLORIDA

Approved as to legal form
Donald J. Doody, Town Attorney

Designated Address for Notices (include email addresses):

William M. Serda, Town Manager
Mserda@townofhillsborobeach.com

Donald J. Doody, Town Attorney
ddoody@cityatty.com

R-2018-287

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND THE BROWARD METROPOLITAN PLANNING ORGANIZATION SETTING FORTH THE CONDITIONS FOR MUNICIPAL PROJECT FUNDING AND SUPPORTING THE 2018 TRANSPORTATION SURTAX BALLOT MEASURE.

Approved by the City Commission on September 20, 2018

The City of Hollywood, a municipal
Corporation of the State of Florida

_____(Seal)

By: Josh Levy, Mayor

Dated: _____

Attest: _____
Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL
Sufficiency for the use and reliance of the
CITY OF HOLLYWOOD, FLORIDA only:

_____
Douglas R. Gonzales, City Attorney

City of Hollywood
2600 Hollywood Boulevard, # 407
Hollywood, FL 33020
Dgonzales@hollywoodfl.org

Dr. Wazir Ishmael, City Manager
City of Hollywood
2600 Hollywood Boulevard, # 419
Hollywood, FL 33020
Wishmael@hollywoodfl.org

Notices: Any notice under this agreement shall be provided by email to the City Manager and City Attorney.

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

ATTEST:

BY: _____
Ralph "Bud" Bentley, Town Manager

_____
Tedra Allen, Town Clerk

Date: 9-13, 2018

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Section XVI. Notice. Bud Bentley, Town Manager
TM@LBTS-fl.gov

With copy to: Susan Trevarthen, Town Attorney
9-18-2018 email: STrevarthen@wsh-law.com

SIGNATURE PAGE FOR MUNICIPALITY

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Attest:

Sharon Houslin
City Clerk – Sharon Houslin

Mayor – Hazelle Rogers

Sept. 11, 2018
Date

City Attorney – James Brady

9/11/18
Date

NOTICES:

City Manager
Phil Alleyne
phila@lauderdalelakes.org

With a copy to:

City Clerk
Sharon Houslin
sharonh@lauderdalelakes.org

With a copy to:

City Attorney
Sidney C. Calloway
scalloway@shutts.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, MULTIPLE MUNICIPALITIES INCLUDING THE CITY OF LAUDERHILL, AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO), is hereby made and executed on behalf of the CITY OF LAUDERHILL through its authorized officers or officials, as approved through official action via the passage of Resolution No. 18R-09-204 on September 12, 2018.

CITY OF LAUDERHILL

ATTEST:

Andrea Anderson, City Clerk

By: _____
Charles Faranda, City Manager

Dated: 12 day of September 2018

APPROVED AS TO LEGAL FORM:

W. Earl Hall, City Attorney

Dated: 9/12/18

NOTICES:

Charles Faranda
City Manager
City of Lauderhill
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

With a Copy To:
W. Earl Hall
Hall & Rosenberg, P.L.
City Attorney
8850 West Oakland Park Blvd., Suite 101
Sunrise, FL 33351

Any notice under this Agreement shall be provided by email to the following recipients:

As to City of Lighthouse Point: John D. Lavisky, City Administrator
jlavisky@lighthousepoint.com

With a copy to: Michael D. Cirullo, Jr., City Attorney
mcirullo@cityatty.com

CITY OF LIGHTHOUSE POINT, a municipal corporation

DATED: September 24, 2018

By: _____
Glenn Troast, Mayor

By: _____
John D. Lavisky, City Administrator

Attest:

By: _____
Jennifer M. Oh, City Clerk

CITY OF LIGHTHOUSE POINT CORPORATE SEAL 1956 FLORIDA

Approved as to form:

By: _____
Michael D. Cirullo, Jr.
City Attorney

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF MARGATE through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 26 day of September, 2018.

WITNESS:

Signature of Witness

Theresa Jones
Print of Type Name of Witness

Signature of Witness

Kim Smiley
Print of Type Name of Witness

CITY

By _____
Mayor Arlene Schwartz

28 day of September, 2018

By _____
City Manager Samuel May

ATTEST:

_____
City Clerk Joseph Kavanagh

Approved as to legal form

_____
City Attorney Ian Singer for Jim Cherof

Designated Address for Notices (include email address(es):

City of Margate
Attn: City Manager's Office
5790 Margate Blvd.
Margate, FL 33063
E-mail: citymanager@margatefl.com

James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
E-mail: jcherof@cityatty.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

The City of Miramar, by its City Commission, signing by and through its Interim City Manager, duly authorized to execute same by City Commission action at its properly noticed meeting on September 17, 2018.

CITY OF MIRAMAR, FLORIDA

ATTEST:

Denise A. Gibbs
City Clerk

By: _____
Vernon E. Hargray
Interim City Manager

Dated: 9/17/18

Approved as to legal form and
Sufficiency for the use of and reliance
by the City of Miramar only:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

Notice Recipient:

Vernon E. Hargray
Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Vehargray@miramarfl.gov

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Jcole@wsh-law.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of North Lauderdale has made and executed this Agreement on respective dates under each signature: CITY OF NORTH LAUDERDALE, by its Mayor and City Commissioners, signing by and through its Mayor and City Manager, duly authorized to execute same by Commission action on the 27th day of September, 2018;

CITY OF NORTH LAUDERDALE

City of North Lauderdale
701 SW 71 Avenue
North Lauderdale, FL 33068

By Jack Brady
Jack Brady, Mayor

Dated: 27 day of September, 2018

By ABhatty
Ambreen Bhatty, City Manager
abhatty@nlauderdale.org

Dated: 27 day of September, 2018

Approved as to form:
Samuel S. Goren 9/27/18
Samuel S. Goren, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Fort Lauderdale, FL 33308
sgoren@cityatty.com

CITY OF TOMORROW NORTH LAUDERDALE, FLA.

NOTICES PURSUANT TO THIS INTERLOCAL AGREEMENT PROVIDED TO:
AMBREEN BHATTY, CITY MANAGER
CITY OF NORTH LAUDERDALE
701 S.W. 71 AVENUE
NORTH LAUDERDALE, FL 33068
abhatty@nlauderdale.org

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF OAKLAND PARK

The City of Oakland Park, through its City Commission, signing by and through its Mayor, authorized to execute same by Board action on the 12th day of September 2018 via Resolution 2018-129.

ATTEST:

RENEE SHROUT, CITY CLERK

R-2018-129

CITY OF OAKLAND PARK, BY AND THROUGH ITS CITY COMMISSION

BY: _____
TIM LONERGAN, MAYOR

APPROVED AS TO LEGAL SUFFICIENCY

BY: _____
D.J. DOODY, CITY ATTORNEY

Notices:

As to the City of Oakland Park:

City Manager
Current email: davidh@oaklandparkfl.gov

With Copy To:

City Attorney
Current Email: DDoody@cityatty.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT
TOWN OF PEMBROKE PARK

IN WITNESS WHEREOF, Town of Pembroke Park, signing by and through its Mayor-Commissioner, duly authorized to execute same by Resolution 18-09-05, adopted by Pembroke Park Town Commission on September 12, 2018 to enter into this Agreement with Broward County, the municipalities that formally approve the Agreement and the Broward County Metropolitan Planning Organization.

ATTEST:

TOWN OF PEMBROKE PARK
DECEMBER 10, A.D. 195
SEAL
BROWARD COUNTY, FLORIDA

NATASHA JOSEPH
Deputy Town Clerk

TOWN OF PEMBROKE PARK, by and through Commissioners

By _____
ASHIRA A. MOHAMMED
Mayor-Commissioner

18th day of September, 2018

BOGDAN VITAS
Interim Town Manager
bvitas@townofpembrokepark.com

Notice:
Bogdan Vitas
Interim Town Manager
bvitas@townofpembrokepark.com

Approved as to form:

By _____
CHRISTOPHER J. RYAN
Town Attorney
cjr@ryanlawfl.com

17th day of September, 2018

THE CITY OF PEMBROKE PINES
Charles F. Dodge, City Manager
601 City Center Way, Pembroke Pines, FL 33025
cdodge@ppines.com

ATTEST:

City Clerk

By: _____
Frank C. Ortis, Mayor

Approved as to form and legal sufficiency for the use of and reliance by the City of Pembroke Pines only:

17 day of September, 2018

By: _____
Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
sgoren@cityatty.com

By: _____
Charles F. Dodge, City Manager

17 day of September 2018

NOTICES:

Manager/Administrator:

Charles F. Dodge
City Manager
City of Pembroke Pines
Charles F. Dodge City Center
601 City Center Way
Pembroke Pines, FL 33025

With a copy to:
Samuel S. Goren, Esq.
City Attorney
Goren, Cherof Doody & Ezrol
3099 E Commercial Blvd #200
Fort Lauderdale, FL 33308

Transportation System Surtax Interlocal Agreement (TSSILA)
(City of Plantation Signature Page to TSSILA signed by County on 8/29/2018)

1. The City of Plantation has authorized the execution of this Interlocal Agreement by promulgating Resolution No. 12636 on September 4, 2018. Section 2 of Plantation Resolution No. 12636 makes the four (4) findings required by Recital C of this Interlocal Agreement.

2. Any notice to Plantation under this Interlocal Agreement shall be provided by e-mail to the following recipients:

As to Plantation:	Chief Administrative Officer Horace McHugh (current e-mail: HMcHugh@Plantation.org)
	AND
	City Clerk Susan Slattery (current e-mail: SSlattery@Plantation.org)
With a Copy to:	City Engineer Brett Butler (current e-mail: BButler@Plantation.org)

3. The Broward County Administrator or County Attorney is authorized and requested to append this Signature Page to the Original Interlocal Agreement it is maintaining in its file, so as to evidence that Plantation has executed same.

4. Whereupon, the City of Plantation has, through its duly authorized officers, executed the Interlocal Agreement this 14th day of September, 2018.

ATTEST:

Susan K. Slattery, MMC
City Clerk

CITY OF PLANTATION:

By: _____
Horace McHugh
Chief Administrative Officer

Approved as to form by:

By: _____
Donald J. Lunny, Jr.
City Attorney

CITY OF POMPANO BEACH

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

On September 25, 2018, the City Commission of the City of Pompano Beach duly authorized signing by and through its Mayor, Resolution No. 2018-275 to execute the Transportation System Surtax Interlocal Agreement.

Witnesses:

By: _____
LAMAR FISHER, MAYOR

By: _____
BRIAN DONOVAN, ACTING CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK

(SEAL)

All notices pursuant to this agreement shall be provided to:
Gregory P. Harrison, City Manager
100 W. Atlantic Blvd., Pompano Beach FL 33060/ email: greg.harrison@copbfl.com
and Mark Berman, City Attorney
100 W. Atlantic Blvd., Pompano Beach, FL 33060/ email: mark.berman@copbfl.com

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of September, 2018 by **LAMAR FISHER** as Mayor, **BRIAN DONOVAN** as Acting City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

JENNETTE FORRESTER WILLIAMS
Notary Public - State of Florida
Commission # FF 993881
My Comm. Expires May 18, 2020
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Interlocal Agreement has been passed and adopted by the Town Council of the Town of Southwest Ranches, at a public meeting held on 12th day of September, 2018.

Town of Southwest Ranches

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

Notice:

As to the Town: Town Administrator
Current a-mail: aberns@southwestranches.org

With a copy to: Town Attorney
Current e-mail: keith.poliakoff@saul.com

CITY OF SUNRISE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Sunrise has entered into this Transportation System Surtax Interlocal Agreement on the respective date under the Mayor's signature, signing by and through its Mayor, duly authorized to execute same by official action of the City Commission on the 26th day of September, 2018.

ATTEST:

City Clerk, Felicia M. Bravo

CITY OF SUNRISE:

By: _____

Mayor Michael J. Ryan
City of Sunrise
Mryan@sunrisefl.gov
954-746-3250
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Date: 9/26/18

Notices to City of Sunrise:
Richard Salamon, City Manager
Rsalamon@sunrisefl.gov

With a copy to:
Kimberly A. Kisslan, City Attorney
CityAttorney@sunrisefl.gov

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kimberly A. Kisslan, City Attorney

Date: 9/26/2018

CITY OF TAMARAC
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Tamarac has entered into this Transportation System Surtax Interlocal Agreement on the respective date under the Mayor's signature, signing by and through its Mayor, duly authorized to execute same by official action of the City Commission on this 26th day of September, 2018.

ATTEST:

Patricia Teufel 10/22/18

Patricia Teufel, CMC
City Clerk

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

CITY OF TAMARAC:

H. Dressler

Harry Dressler, Mayor
City of Tamarac
Harry.Dressler@tamarac.org
954-597-3460
7525 NW 88th Avenue
Tamarac, FL 33321

Date: 10/22/18

Notices to City of Tamarac:
Michael C. Cernech, City Manager
Michael.Cernech@tamarac.org

With a copy to:
Samuel S. Goren, City Attorney
S.goren@cityatty.com

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Samuel S. Goren, City Attorney

Date: 10/17/18

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT
Municipality Signature Page
City of West Park, Florida

Date of Formal Action approving Transportation System Surtax Interlocal Agreement:
September 4, 2018

Notice Information:

Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions herein. For the present, the CITY designates the following as the respective places for giving of notice:

CITY: W. Ajibola Balogun, City Administrator
19565 South State Road 7
West Park, Florida 33023
ABALOGUN@CITYOFWESTPARK.ORG

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311
BNORRIS@BNWLEGAL.COM

CITY OF WEST PARK

ATTEST:

_____ BY: _____
Alexandra, City Clerk Eric H. Jones, Jr., Mayor

APPROVED AS TO FORM

_____ _____
Burnadette Norris-Weeks, City Attorney W. Ajibola Balogun
City Administrator
(RESOLUTION 2018-82)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; and **CITY OF WESTON**, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the **24th day of September, 2018**; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

CITY

CITY OF WESTON

By _____
Daniel J. Stermer, Mayor

24th day of September, 2018

ATTEST:

Patricia A. Bates
Patricia A. Bates, City Clerk

By _____
John R. Flint, City Manager

26th day of September, 2018

(SEAL)

APPROVED AS TO LEGAL FORM:

Jamie Alan Cole, City Attorney

24th day of September, 2018

Notices:

John R. Flint, City Manager/CEO
jflint@westonfl.org

With a copy to:

Jamie Alan Cole, City Attorney
jcole@WSH-Law.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WILTON MANORS through its City Commission, signing by and through its Vice Mayor, authorized to execute the same by Commission action on the 25th day of September, 2018.

CITY:

ATTEST:

FAITH LOMBARDO
CITY CLERK

BY: _____
JUSTIN FLIPPEN, VICE MAYOR

APPROVED AS TO FORM

_____
KERRY L. EZROL, Esq.
CITY ATTORNEY

Designated Address for Notices (include email address(es):

City of Wilton Manors
Attn: City Manager's Office
2020 Wilton Drive
Wilton Manors, FL 33305
lhenderson@wiltonmanors.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same.

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO)

By: _____

Gregory Stuart, Executive Director

This 28 day of September, 2018.

By: _____

Richard Blattner, Chair

This 28 day of September, 2018.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

By: _____

Alan L. Gabriel, BMPO General Counsel

Weiss Serota Helfman Cole & Bierman, P.L.

ALL NOTICES PERSUANT TO THIS AGREEMENT SHALL BE PROVIDED TO:

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
Trade Centre South
100 W. Cypress Creek Road
Suite 650
Fort Lauderdale, FL 33309

30-Year Financial Summary Regional Mobility and Transportation Surtax Initiative

OPERATING	
Costs	**30-Year Period**
Status Quo - Existing Transit Operations	$4,827,170,163
Paratransit Operations	$2,467,849,760
New 30-yr. Bus Service Plan	$4,410,485,324
New Light Rail Transit (LRT)	$1,417,566,886
Public Works	$210,473,592
Transit Security - Operations	$95,150,831
Total Operating Costs	$13,428,696,555
Revenues	**30-Year Period**
Status Quo - Existing Transit Operations	$4,088,261,812
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$136,635,092
Public Works	$0
State Block Grants - New Bus	$286,681,546
State Block Grants - New LRT	$92,141,848
All Other New Revenue	$351,240,271
Farebox Revenues - New Bus	$1,014,411,624
Farebox Revenues - New LRT	$212,635,033
Total Operating Revenues	$6,182,007,227
Operating Revenues Minus Operating Costs	($7,246,689,328)
New Surtax Funding for Operating	$7,246,689,328
CAPITAL	
Costs	**30-Year Period**
Status Quo - Existing Transit Capital	$962,717,549
Paratransit Vehicles	$164,268,523
New 30-yr. Bus Service Plan (New Vehicles)	$208,226,329
New 30-yr. Bus Service Plan (Replacement Vehicles)	$370,447,855
New LRT Infrastructure	$2,145,799,008
New LRT Vehicles	$194,290,841
Public Works	$1,445,131,915
New BRT/Rapid Bus Infrastructure	$396,749,505
New Transit Infrastucture (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$737,550,537
Planning Studies/Passenger Surveys	$108,244,632
Total Capital Costs	$6,733,426,694
Revenues	**30-Year Period**
Status Quo - Existing Transit Capital	$837,472,658
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$16,984,854
FTA Formula Grants (New Bus)	$142,672,770
FTA Formula Grants (New LRT)	$53,051,568
FTA State of Good Repair Formula Grants (New LRT)	$62,953,800
Other New Public Works Grants (FDOT, MPO, FHWA)	$90,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$815,141,042
Other New Disc. Grants (25% FTA + 25% FDOT)	$632,470,793
Total Capital Revenues	$2,650,747,485
Capital Revenues Minus Capital Costs	($4,082,679,210)
New Surtax Funding for Capital	$4,082,679,210
Projected 1-cent Sales Tax Revenue	$15,629,448,616
(Less 5% of Total Surtax Revenue)	($781,472,431)
Remaining Annual Surtax Revenue	$14,847,976,185
(Broward Co. Operating & Capital Deficit)	($11,329,368,538)
Total Broward Co. Contingency	$960,414,552
City Allocation (Minimum 10% of Surtax Revenue):	
Direct Funding of Community Shuttle Capital and O&M	$539,665,526
City Projects	$2,700,000,000
City Project Contingency	$100,000,000
TOTAL	$3,339,665,526

Exhibit A: Regional Mobility and Transportation Surtax Initiative

30-YEAR DETAILED PLAN

OPERATING										
Costs	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Operations	$114,302,548	$117,944,391	$120,998,506	$124,234,444	$127,011,406	$129,867,417	$132,804,761	$135,825,800	$138,932,948	$141,791,381
Paratransit Operations	$30,722,766	$32,549,604	$34,503,664	$36,644,581	$38,880,586	$41,272,626	$43,831,698	$46,578,665	$49,551,063	$52,523,664
New 30-yr. Bus Service Plan	$13,147,623	$18,341,056	$26,562,060	$38,894,543	$46,352,084	$59,535,519	$72,027,953	$80,629,668	$95,290,129	$103,798,953
New Light Rail Transit (LRT)	$0	$0	$0	$0	$6,584,227	$6,781,753	$6,985,206	$7,194,762	$25,842,110	$26,617,373
Public Works	$0	$167,350	$798,263	$1,460,824	$2,034,271	$2,726,711	$3,402,167	$3,995,275	$4,538,220	$4,900,769
Transit Security - Operations	$2,000,000	$2,060,000	$2,121,800	$2,185,454	$2,251,018	$2,318,548	$2,388,105	$2,459,748	$2,533,540	$2,609,546
Total Operating Costs	**$160,172,937**	**$171,062,403**	**$184,984,293**	**$203,419,846**	**$223,113,590**	**$242,502,575**	**$261,439,889**	**$276,683,918**	**$316,688,009**	**$332,241,685**
Revenues	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Operations	$127,446,601	$127,980,824	$128,541,022	$129,128,080	$129,339,836	$129,520,354	$129,704,276	$129,891,689	$130,082,682	$130,857,218
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$3,928,001	$3,967,281	$4,006,954	$4,047,023	$4,087,494	$4,128,369	$4,169,652	$4,211,349	$4,253,462	$4,295,997
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$854,596	$1,192,169	$1,726,534	$2,528,145	$3,012,885	$3,869,809	$4,681,817	$5,240,928	$6,193,858	$6,746,932
State Block Grants - New LRT	$0	$0	$0	$0	$427,975	$440,814	$454,038	$467,660	$1,679,737	$1,730,129
All Other New Revenue	$363,543	$408,021	$573,677	$821,600	$3,311,240	$4,118,149	$4,884,076	$5,417,051	$7,419,947	$7,981,552
Farebox Revenues - New Bus	$3,023,953	$4,218,443	$6,109,274	$8,945,745	$10,660,979	$13,693,169	$16,566,429	$18,544,824	$21,916,730	$23,873,759
Farebox Revenues - New LRT	$0	$0	$0	$0	$987,634	$1,017,263	$1,047,781	$1,079,214	$3,876,316	$3,992,606
Total Operating Revenues	**$135,616,694**	**$137,766,738**	**$140,957,461**	**$145,470,594**	**$151,828,043**	**$156,787,927**	**$161,508,069**	**$164,852,714**	**$175,422,732**	**$179,478,194**
Operating Revenues Minus Operating Costs	**($24,556,244)**	**($33,295,665)**	**($44,026,832)**	**($57,949,253)**	**($71,285,547)**	**($85,714,649)**	**($99,931,820)**	**($111,831,204)**	**($141,265,277)**	**($152,763,492)**
New Surtax Funding for Operating	**$24,556,244**	**$33,295,665**	**$44,026,832**	**$57,949,253**	**$71,285,547**	**$85,714,649**	**$99,931,820**	**$111,831,204**	**$141,265,277**	**$152,763,492**
CAPITAL										
Costs	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Capital	$28,759,760	$31,493,123	$46,573,263	$42,456,686	$25,086,583	$24,031,335	$24,220,764	$25,272,288	$26,034,737	$26,392,062
Paratransit Vehicles	$7,807,600	$3,128,280	$3,193,780	$2,040,980	$1,996,440	$1,996,440	$3,157,100	$8,771,760	$4,108,160	$4,005,980
New 30-yr. Bus Service Plan (New Vehicles)	$9,922,464	$4,542,284	$15,790,113	$8,433,090	$8,686,083	$17,893,330	$13,822,598	$7,457,621	$18,854,221	$6,473,282
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Infrastructure	$29,744,318	$89,232,955	$89,232,955	$126,331,036	$37,098,082	$222,588,490	$222,588,490	$264,342,708	$41,754,218	$250,525,306
New LRT Vehicles	$0	$0	$27,864,539	$0	$0	$0	$62,723,567	$0	$0	$0
Public Works	$0	$7,030,917	$50,284,704	$58,202,128	$49,264,418	$48,443,350	$57,251,501	$56,518,103	$42,647,172	$81,764,651
New BRT/Rapid Bus Infrastructure	$20,000,000	$20,600,000	$32,039,180	$11,364,361	$11,705,292	$20,866,933	$21,492,941	$22,137,730	$15,201,241	$15,657,278
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$31,225,000	$55,310,324	$70,482,622	$34,970,604	$11,911,260	$13,094,001	$16,880,317	$20,980,924	$17,130,861	$17,687,797
Planning Studies/Passenger Surveys	$2,278,222	$2,343,479	$2,413,783	$2,486,197	$2,560,782	$2,637,606	$2,716,734	$2,798,236	$2,882,183	$2,968,649
Total Capital Costs	**$129,734,364**	**$214,581,410**	**$337,874,938**	**$286,345,082**	**$148,308,939**	**$351,551,485**	**$424,854,012**	**$408,279,369**	**$168,612,794**	**$405,475,006**
Revenues	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Status Quo - Existing Transit Capital	$25,416,010	$25,282,810	$25,403,100	$25,527,011	$24,649,256	$24,750,552	$24,854,887	$24,962,352	$25,073,010	$25,399,777
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$86,989	$117,817	$165,582	$233,397	$271,486	$310,542	$399,871	$434,521	$498,462	$527,114
FTA Formula Grants (New Bus)	$730,710	$989,659	$1,390,885	$1,960,533	$2,280,485	$2,860,555	$3,358,914	$3,649,077	$4,187,080	$4,427,754
FTA Formula Grants (New LRT)	$0	$0	$0	$0	$390,187	$390,187	$390,187	$390,187	$1,346,330	$1,346,330
FTA State of Good Repair Formula Grants (New LRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$19,476,493	$19,476,493	$116,858,957	$149,788,830	$132,516,789	$15,657,832	$93,946,990
Other New Disc. Grants (25% FTA + 25% FDOT)	$0	$0	$0	$0	$0	$25,927,132	$26,097,928	$25,288,137	$25,593,162	$10,909,179
Total Capital Revenues	**$29,233,709**	**$29,390,285**	**$29,959,567**	**$50,197,434**	**$50,067,908**	**$174,127,926**	**$207,890,616**	**$190,241,963**	**$75,355,905**	**$148,557,144**
Capital Revenues Minus Capital Costs	**($100,500,655)**	**($185,191,125)**	**($307,915,371)**	**($236,147,648)**	**($98,241,031)**	**($177,423,559)**	**($216,963,396)**	**($218,037,406)**	**($93,256,888)**	**($256,917,862)**
New Surtax Funding for Capital	**$100,500,655**	**$185,191,125**	**$307,915,371**	**$236,147,648**	**$98,241,031**	**$177,423,559**	**$216,963,396**	**$218,037,406**	**$93,256,888**	**$256,917,862**
Projected 1-cent Sales Tax Revenue	**$202,998,260**	**$357,392,936**	**$367,042,845**	**$376,952,694**	**$387,130,417**	**$397,582,938**	**$408,317,677**	**$419,342,255**	**$430,664,495**	**$442,292,437**
(Less 5% of Total Surtax Revenue)	**($10,149,913)**	**($17,869,647)**	**($18,352,127)**	**($18,847,635)**	**($19,356,521)**	**($19,879,147)**	**($20,415,884)**	**($20,967,113)**	**($21,533,225)**	**($22,114,622)**
Remaining Annual Surtax Revenue	**$192,848,347**	**$339,523,289**	**$348,690,418**	**$358,105,059**	**$367,773,896**	**$377,703,791**	**$387,901,793**	**$398,375,142**	**$409,131,271**	**$420,177,815**
(Broward Co. Operating & Capital Deficit)	**($125,056,899)**	**($218,486,790)**	**($351,942,203)**	**($294,096,901)**	**($169,526,579)**	**($263,138,208)**	**($316,895,216)**	**($329,868,010)**	**($234,322,165)**	**($409,681,354)**
Total Broward Co. Contingency	**$0**	**$10,149,913**	**$17,869,647**	**$24,979,613**	**$25,475,121**	**$25,984,007**	**$26,506,633**	**$27,043,370**	**$27,594,599**	**$28,160,741**
City Allocation (Minimum 10% of Surtax Revenue):										
Direct Funding of Community Shuttle Capital and O&M	**$13,294,397**	**$10,501,359**	**$11,473,843**	**$10,915,028**	**$12,637,660**	**$17,088,392**	**$10,693,690**	**$16,350,432**	**$12,915,224**	**$14,111,379**
City Projects	**$0**	**$122,744,798**	**$23,395,199**	**$42,298,979**	**$174,815,505**	**$86,683,039**	**$49,518,735**	**$41,361,948**	**$69,598,661**	**$27,906,402**
City Project Contingency	**$0**	**$4,166,666**	**$0**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$0**
TOTAL	**$13,294,397**	**$137,412,723**	**$34,869,042**	**$57,380,673**	**$191,619,831**	**$107,938,097**	**$64,379,091**	**$61,879,048**	**$86,680,551**	**$42,017,781**

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING										
Costs	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Operations	$144,712,450	$147,697,535	$150,748,011	$153,865,406	$157,051,097	$160,306,614	$163,633,486	$167,033,276	$170,507,582	$174,058,032
Paratransit Operations	$55,678,645	$59,027,320	$62,581,712	$66,354,593	$70,359,531	$74,610,941	$79,124,150	$83,915,423	$89,002,056	$94,402,421
New 30-yr. Bus Service Plan	$110,339,050	$122,655,313	$129,056,633	$133,654,311	$143,829,396	$151,118,364	$156,445,253	$169,384,635	$177,716,074	$183,914,457
New Light Rail Transit (LRT)	$27,415,894	$28,238,371	$49,830,343	$51,325,253	$52,865,011	$54,450,961	$62,824,257	$64,708,985	$66,650,254	$68,649,762
Public Works	$5,131,193	$5,609,645	$6,143,431	$6,266,147	$6,783,973	$7,328,356	$7,671,828	$8,210,069	$8,672,196	$9,035,002
Transit Security - Operations	$2,687,833	$2,768,468	$2,851,522	$2,937,067	$3,025,179	$3,115,935	$3,209,413	$3,305,695	$3,404,866	$3,507,012
Total Operating Costs	**$345,965,065**	**$366,076,652**	**$401,211,682**	**$414,402,778**	**$433,914,189**	**$450,931,173**	**$472,908,387**	**$496,558,084**	**$515,953,028**	**$533,566,687**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Operations	$131,641,321	$132,435,145	$133,238,851	$134,052,600	$134,876,560	$135,710,901	$136,555,797	$137,411,428	$138,277,976	$139,155,627
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,338,957	$4,382,346	$4,426,170	$4,470,432	$4,515,136	$4,560,287	$4,605,890	$4,651,949	$4,698,469	$4,745,453
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$7,172,038	$7,972,595	$8,388,681	$8,687,530	$9,348,911	$9,822,694	$10,168,941	$11,010,001	$11,551,545	$11,954,440
State Block Grants - New LRT	$1,782,033	$1,835,494	$3,238,972	$3,336,141	$3,436,226	$3,539,312	$4,083,577	$4,206,084	$4,332,267	$4,462,235
All Other New Revenue	$8,426,567	$9,219,729	$10,904,310	$11,274,998	$11,983,175	$12,521,116	$13,348,735	$14,243,959	$14,866,272	$15,364,274
Farebox Revenues - New Bus	$25,377,982	$28,210,722	$29,683,026	$30,740,492	$33,080,761	$34,757,224	$35,982,408	$38,958,466	$40,874,697	$42,300,325
Farebox Revenues - New LRT	$4,112,384	$4,235,756	$7,474,551	$7,698,788	$7,929,752	$8,167,644	$9,423,639	$9,706,348	$9,997,538	$10,297,464
Total Operating Revenues	**$182,851,282**	**$188,291,788**	**$197,354,561**	**$200,260,981**	**$205,170,520**	**$209,079,178**	**$214,168,988**	**$220,188,235**	**$224,598,762**	**$228,279,818**
Operating Revenues Minus Operating Costs	**($163,113,783)**	**($177,784,864)**	**($203,857,121)**	**($214,141,797)**	**($228,743,668)**	**($241,851,996)**	**($258,739,399)**	**($276,369,849)**	**($291,354,266)**	**($305,286,869)**
New Surtax Funding for Operating	**$163,113,783**	**$177,784,864**	**$203,857,121**	**$214,141,797**	**$228,743,668**	**$241,851,996**	**$258,739,399**	**$276,369,849**	**$291,354,266**	**$305,286,869**
CAPITAL										
Costs	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Capital	$26,941,159	$27,503,089	$28,078,183	$28,666,779	$29,269,227	$29,885,885	$30,517,122	$31,163,315	$31,824,855	$32,502,140
Paratransit Vehicles	$4,166,219	$4,332,868	$4,506,183	$4,686,430	$4,873,887	$5,068,843	$5,271,596	$5,482,460	$5,701,759	$5,929,829
New 30-yr. Bus Service Plan (New Vehicles)	$0	$15,261,123	$3,929,739	$0	$15,008,617	$4,294,132	$0	$16,400,321	$4,692,314	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$14,147,061	$6,476,210	$22,512,926	$12,023,570	$12,384,277	$25,511,611	$19,707,710	$10,632,784
New LRT Infrastructure	$250,525,306	$264,090,798	$13,565,492	$81,392,952	$81,392,952	$81,392,952	$0	$0	$0	$0
New LRT Vehicles	$70,595,927	$0	$0	$0	$33,106,808	$0	$0	$0	$0	$0
Public Works	$48,725,088	$16,527,101	$49,295,552	$40,118,604	$72,989,863	$71,712,512	$54,656,088	$35,891,831	$83,194,742	$34,530,854
New BRT/Rapid Bus Infrastructure	$16,126,997	$27,684,677	$28,515,218	$32,307,742	$15,125,897	$15,579,674	$19,256,477	$16,528,476	$17,024,331	$17,535,061
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$13,781,862	$14,195,318	$18,673,190	$22,385,463	$18,765,245	$19,250,594	$16,456,265	$16,949,952	$22,296,766	$26,729,414
Planning Studies/Passenger Surveys	$3,057,708	$3,149,439	$3,243,923	$3,341,240	$3,441,477	$3,544,722	$3,651,063	$3,760,595	$3,873,413	$3,989,616
Total Capital Costs	**$433,920,267**	**$372,744,414**	**$163,954,540**	**$219,379,420**	**$296,506,899**	**$242,752,883**	**$142,193,788**	**$151,691,565**	**$188,315,898**	**$131,849,697**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Capital	$25,732,061	$26,070,017	$26,413,771	$26,763,454	$27,119,201	$27,481,148	$27,849,438	$28,224,214	$28,605,627	$28,993,830
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$543,982	$587,032	$599,663	$602,934	$629,903	$642,934	$648,805	$678,814	$691,415	$694,716
FTA Formula Grants (New Bus)	$4,869,417	$4,931,069	$5,037,166	$5,064,612	$5,291,187	$5,397,284	$5,424,761	$5,702,041	$5,808,138	$5,835,615
FTA Formula Grants (New LRT)	$1,346,330	$1,346,330	$2,327,272	$2,327,272	$2,327,272	$2,327,272	$2,628,315	$2,628,315	$2,628,315	$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	$0	$709,800	$709,800	$709,800	$709,800	$2,475,200	$2,475,200	$2,475,200	$2,475,200	$4,240,600
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$120,420,463	$93,946,990	$0	$0	$7,911,096	$8,179,329	$10,109,651	$8,677,450	$8,937,774	$9,205,907
Other New Disc. Grants (25% FTA + 25% FDOT)	$14,954,430	$28,570,559	$32,617,604	$30,584,708	$28,153,394	$17,784,148	$14,420,221	$29,430,042	$23,348,400	$18,681,099
Total Capital Revenues	**$170,866,713**	**$159,161,797**	**$70,720,276**	**$69,052,810**	**$75,171,884**	**$67,286,915**	**$66,553,440**	**$80,816,977**	**$75,494,899**	**$73,280,081**
Capital Revenues Minus Capital Costs	**($263,353,554)**	**($213,582,617)**	**($93,234,265)**	**($150,322,609)**	**($221,335,015)**	**($175,465,967)**	**($75,640,348)**	**($70,874,588)**	**($112,820,999)**	**($58,569,616)**
New Surtax Funding for Capital	**$263,353,554**	**$213,582,617**	**$93,234,265**	**$150,322,609**	**$221,335,015**	**$175,465,967**	**$75,640,348**	**$70,874,588**	**$112,820,999**	**$58,569,616**
Projected 1-cent Sales Tax Revenue	**$454,234,333**	**$466,498,660**	**$479,094,123**	**$492,029,665**	**$505,314,466**	**$518,957,956**	**$532,969,821**	**$547,360,006**	**$562,138,728**	**$577,316,472**
(Less 5% of Total Surtax Revenue)	**($22,711,717)**	**($23,324,933)**	**($23,954,706)**	**($24,601,483)**	**($25,265,723)**	**($25,947,898)**	**($26,648,491)**	**($27,368,000)**	**($28,106,936)**	**($28,865,824)**
Remaining Annual Surtax Revenue	**$431,522,616**	**$443,173,727**	**$455,139,417**	**$467,428,181**	**$480,048,742**	**$493,010,058**	**$506,321,330**	**$519,992,006**	**$534,031,790**	**$548,450,648**
(Broward Co. Operating & Capital Deficit)	**($426,467,337)**	**($391,367,481)**	**($297,091,386)**	**($364,464,407)**	**($450,078,713)**	**($417,317,963)**	**($334,379,747)**	**($347,244,437)**	**($404,178,269)**	**($303,836,485)**
Total Broward Co. Contingency	**$27,169,901**	**$30,200,589**	**$30,663,240**	**$30,882,192**	**$31,228,969**	**$31,893,209**	**$32,575,384**	**$33,275,977**	**$33,995,486**	**$34,734,422**
City Allocation (Minimum 10% of Surtax Revenue):										
Direct Funding of Community Shuttle Capital and O&M	**$13,424,108**	**$15,542,728**	**$21,016,567**	**$13,151,890**	**$20,108,969**	**$15,884,097**	**$17,355,217**	**$16,509,960**	**$19,118,595**	**$25,847,726**
City Projects	**$29,728,154**	**$28,774,645**	**$128,526,492**	**$60,982,888**	**$21,268,419**	**$49,013,847**	**$143,792,214**	**$145,443,457**	**$99,946,779**	**$147,952,285**
City Project Contingency	**$0**	**$0**	**$4,166,666**	**$4,166,666**	**$0**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**
TOTAL	**$43,152,262**	**$44,317,373**	**$150,709,724**	**$78,301,444**	**$41,377,388**	**$69,064,610**	**$165,314,097**	**$166,120,083**	**$123,229,039**	**$177,966,678**

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING										
Costs	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Operations	$177,686,291	$181,394,059	$185,183,069	$189,055,094	$193,011,942	$197,055,457	$201,187,525	$205,410,069	$209,725,053	$214,134,478
Paratransit Operations	$100,136,039	$106,223,653	$112,687,301	$119,550,402	$126,837,837	$134,576,017	$142,793,125	$151,518,924	$160,785,165	$170,625,554
New 30-yr. Bus Service Plan	$199,010,160	$208,562,528	$215,766,651	$222,239,651	$233,610,911	$241,685,244	$248,935,801	$260,644,202	$269,594,632	$277,682,471
New Light Rail Transit (LRT)	$70,709,255	$72,830,532	$75,015,448	$77,265,912	$79,583,889	$81,971,406	$84,430,548	$86,963,465	$89,572,369	$92,259,540
Public Works	$9,380,205	$9,910,878	$10,515,375	$10,766,733	$11,357,078	$11,582,446	$12,488,216	$12,715,915	$12,725,411	$14,075,645
Transit Security - Operations	$3,612,222	$3,720,589	$3,832,207	$3,947,173	$4,065,588	$4,187,556	$4,313,183	$4,442,578	$4,575,855	$4,713,131
Total Operating Costs	**$560,564,172**	**$582,642,239**	**$603,000,052**	**$622,824,964**	**$648,497,246**	**$671,058,156**	**$694,148,399**	**$721,695,153**	**$746,978,485**	**$773,490,819**
Revenues	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Operations	$140,044,574	$140,945,013	$141,857,144	$142,781,172	$143,717,310	$144,665,772	$145,626,779	$146,600,557	$147,587,340	$148,587,364
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,792,908	$4,840,837	$4,889,245	$4,938,138	$4,987,519	$5,037,394	$5,087,768	$5,138,646	$5,190,032	$5,241,933
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$12,937,610	$13,556,564	$14,024,832	$14,445,577	$15,186,659	$15,709,541	$16,180,827	$16,941,873	$17,523,651	$18,049,361
State Block Grants - New LRT	$4,596,102	$4,733,985	$4,876,004	$5,022,284	$5,172,953	$5,328,141	$5,487,986	$5,652,625	$5,822,204	$5,996,870
All Other New Revenue	$16,401,698	$17,106,819	$17,676,858	$18,207,164	$19,037,423	$19,670,652	$20,260,772	$21,123,015	$21,824,571	$22,479,309
Farebox Revenues - New Bus	$45,779,237	$47,969,381	$49,626,330	$51,115,120	$53,737,410	$55,587,606	$57,255,234	$59,948,166	$62,006,765	$63,866,968
Farebox Revenues - New LRT	$10,606,388	$10,924,580	$11,252,317	$11,589,887	$11,937,583	$12,295,711	$12,664,582	$13,044,520	$13,435,855	$13,838,931
Total Operating Revenues	**$235,158,517**	**$240,077,179**	**$244,202,731**	**$248,099,342**	**$253,776,857**	**$258,294,817**	**$262,563,948**	**$268,449,402**	**$273,390,419**	**$278,060,735**
Operating Revenues Minus Operating Costs	**($325,405,655)**	**($342,565,060)**	**($358,797,321)**	**($374,725,622)**	**($394,720,389)**	**($412,763,339)**	**($431,584,451)**	**($453,245,750)**	**($473,588,065)**	**($495,430,083)**
New Surtax Funding for Operating	**$325,405,655**	**$342,568,060**	**$358,797,321**	**$374,725,622**	**$394,720,389**	**$412,763,339**	**$431,584,451**	**$453,245,750**	**$473,588,065**	**$495,430,083**
CAPITAL										
Costs	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Capital	$33,195,582	$33,905,603	$34,632,637	$35,377,130	$36,139,540	$36,920,339	$37,720,012	$38,539,055	$39,377,981	$40,237,317
Paratransit Vehicles	$6,167,022	$6,413,703	$6,670,251	$6,937,061	$7,214,544	$7,503,125	$7,803,250	$8,115,380	$8,439,996	$8,777,595
New 30-yr. Bus Service Plan (New Vehicles)	$19,912,304	$5,127,418	$0	$0	$5,602,868	$0	$0	$6,122,406	$0	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$26,881,611	$9,229,353	$0	$21,758,712	$25,773,195	$9,233,527	$53,496,748	$23,265,141	$17,657,018	$59,756,393
New LRT Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Vehicles	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Public Works	$49,348,155	$29,636,947	$36,797,441	$55,420,928	$57,497,386	$56,882,285	$49,060,099	$10,439,887	$53,174,000	$86,861,706
New BRT/Rapid Bus Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$22,430,565	$22,986,215	$19,649,640	$25,848,063	$26,455,236	$26,139,117	$26,783,268	$27,446,743	$29,961,989	$30,668,870
Planning Studies/Passenger Surveys	$4,109,304	$4,232,583	$4,359,561	$4,490,347	$4,625,058	$4,763,810	$4,906,724	$5,053,926	$5,205,543	$5,361,710
Total Capital Costs	**$162,044,543**	**$111,531,823**	**$102,109,530**	**$149,832,242**	**$163,307,827**	**$141,442,203**	**$179,770,101**	**$118,982,538**	**$153,816,527**	**$231,663,591**
Revenues	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**
Status Quo - Existing Transit Capital	$29,388,978	$29,791,235	$30,200,765	$30,617,739	$31,012,331	$31,474,722	$31,915,096	$32,363,643	$32,820,556	$33,286,038
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$729,916	$742,547	$745,818	$745,818	$761,227	$764,498	$764,498	$777,128	$780,399	$780,399
FTA Formula Grants (New Bus)	$6,131,294	$6,237,391	$6,264,868	$6,264,868	$6,394,303	$6,421,780	$6,421,780	$6,527,877	$6,555,353	$6,555,353
FTA Formula Grants (New LRT)	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	$4,240,600	$4,240,600	$4,240,600	$4,750,200	$4,750,200	$4,750,200	$4,750,200	$4,750,200	$4,750,200	$4,750,200
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Disc. Grants (25% FTA + 25% FDOT)	$34,612,240	$18,671,493	$9,824,820	$23,803,387	$28,915,650	$17,686,322	$40,140,006	$28,417,145	$23,811,003	$45,212,631
Total Capital Revenues	**$80,731,343**	**$65,311,581**	**$56,905,186**	**$71,810,327**	**$77,492,025**	**$66,725,837**	**$89,619,896**	**$78,464,307**	**$74,345,827**	**$96,212,937**
Capital Revenues Minus Capital Costs	**($81,313,200)**	**($46,220,242)**	**($45,204,344)**	**($78,021,915)**	**($85,815,802)**	**($74,716,367)**	**($90,150,205)**	**($40,518,231)**	**($79,473,700)**	**($135,450,654)**
New Surtax Funding for Capital	**$81,313,200**	**$46,220,242**	**$45,204,344**	**$78,021,915**	**$85,815,802**	**$74,716,367**	**$90,150,205**	**$40,518,231**	**$79,473,700**	**$138,450,654**
Projected 1-cent Sales Tax Revenue	**$592,904,017**	**$608,912,425**	**$625,353,061**	**$642,237,593**	**$659,578,008**	**$677,386,615**	**$695,676,053**	**$714,459,307**	**$733,749,708**	**$753,560,950**
(Less 5% of Total Surtax Revenue)	**($29,645,201)**	**($30,445,621)**	**($31,267,653)**	**($32,111,880)**	**($32,978,900)**	**($33,869,331)**	**($34,783,803)**	**($35,722,965)**	**($36,687,485)**	**($37,678,047)**
Remaining Annual Surtax Revenue	**$563,258,816**	**$578,466,804**	**$594,085,408**	**$610,125,714**	**$626,599,108**	**$643,517,284**	**$660,892,250**	**$678,736,341**	**$697,062,222**	**$715,882,902**
(Broward Co. Operating & Capital Deficit)	**($406,718,855)**	**($388,785,302)**	**($404,001,665)**	**($452,747,537)**	**($480,530,190)**	**($487,479,706)**	**($521,734,656)**	**($493,763,981)**	**($553,061,765)**	**($630,880,738)**
Total Broward Co. Contingency	**$35,493,310**	**$36,272,687**	**$37,073,107**	**$37,895,139**	**$38,739,366**	**$39,606,386**	**$40,496,817**	**$41,411,289**	**$42,350,481**	**$43,314,971**
City Allocation (Minimum 10% of Surtax Revenue):										
Direct Funding of Community Shuttle Capital and O&M	**$16,175,166**	**$24,731,495**	**$19,535,435**	**$21,344,727**	**$20,305,168**	**$23,509,770**	**$31,789,443**	**$19,893,414**	**$30,416,619**	**$24,026,126**
City Projects	**$129,570,643**	**$154,155,855**	**$159,754,159**	**$125,739,297**	**$114,963,598**	**$121,733,656**	**$96,574,000**	**$154,284,794**	**$102,789,686**	**$50,181,870**
City Project Contingency	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,666**	**$4,166,682**
TOTAL	**$149,912,475**	**$183,054,016**	**$183,456,256**	**$150,750,691**	**$139,435,432**	**$149,410,092**	**$132,530,109**	**$178,344,874**	**$137,372,971**	**$78,374,679**

Exhibit B - Reporting Requirements

The County and each Municipality shall submit to the Oversight Board an annual detailed report of the progress made in carrying out their respective projects funded through the surtax. The report shall be audited by an independent CPA, with an opinion as to whether the financial information is presented in accordance with Generally Accepted Accounting Principles and whether the projects are in accordance with the ILA. The audit shall contain sufficient information for the Oversight Board to determine if the project expenditures conform to this Agreement and applicable law. In this regard, the report must include cumulative financial information for each individual project undertaken pursuant to this Agreement.

The annual report must conform to the report format presented below and must include the following three sections:

Section One presents expenditures for the current year and the cumulative expenditures for each project as follows:

1) A description of the project;
2) The projected costs of the project as originally approved by the Oversight Board;
3) The cumulative expenditures for the project up to the beginning of the year being reported;
4) The expenditures for the project for the current report year; and
5) The total cumulative expenditures for the project as of the end of the current year being reported.

Section Two presents the Statement of Revenue, Expenditures, and Changes in Fund Balance for the separate account/fund established for any and all Surtax funds received pursuant to this Agreement, and includes:

1) Revenue received by source;
2) The project expenditures;
3) Administrative costs including, as applicable, salaries, contractual services, and capital outlay;
4) Debt service, including principal and interest;
5) Other expenditures; and
6) The beginning and ending fund balances.

Section Three presents the Balance Sheet for the Surtax fund.

The annual report should include appropriate footnote disclosures in support of the items presented in sections one to three and include disclosure of any issue of noncompliance with this Agreement or applicable law. The following is a sample format of the required report.

Sample Format for Financial Information for the Annual Report
XYZ Municipality/County Receiving Surtax Funding for Fiscal Year Ended September 30, 201x

Section I: Project Expenditures (to include detail on Project components of each approved project)

Description Project	Project Budget	Expenditures through Prior FY	Current Expenditures	Cumulative Expenditures
Project 1 (Show detail of expenditures by budget line item	##	##	##	##
Project 2 (Show detail of expenditures by budget line item)	##	##	##	##
Total	##	##	##	##

Section II: Statement of Revenue, Expenditures & Changes in Fund Balance

Revenues:	
Surtax Receipts	$ #,###,###
Other	#,###,###
Interest	#,###
Total Revenues	$ #,###,###
Project/Activity Expenditures (total from Section I, Current Expenditures)	$ #,###,###
Administrative Costs:	
Salaries	###,###
Contractual Services	###,###
Capital Outlay	###,###
Total Administrative Costs	###,###
Debt Service:	
	###,###
Principal	###,###
Interest	###,###
Total Debt Service	###,###
Other Expenditures	###,###
Total Expenditures	###,###
Excess of Revenues Over Expenditures	###,###
Fund Balance October 1	###,###
Fund Balance September 30	###,###

Section III: Balance Sheet

Assets (in detail)	$ ##,###,###
Liabilities and Fund Balances (in detail)	$ ##,###,###

CITY CLERK
CITY OF SUNRISE
18 SEP 27 PM 12:29

SUNRISE, FLORIDA

RESOLUTION NO. 18-110

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT" AMONG BROWARD COUNTY, THE CITY OF SUNRISE PARTICIPATING MUNICIPALITIES AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 11, 2018, via Resolution No. 18-107, the Sunrise City Commission approved the Transportation System Surtax Interlocal Agreement, which was not executed as the County subsequently provided us a revised draft.

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

Section 1. A "Transportation System Surtax Interlocal Agreement" (Agreement) among Broward County, City of Sunrise, participating municipalities and the Broward County Metropolitan Planning Organization is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

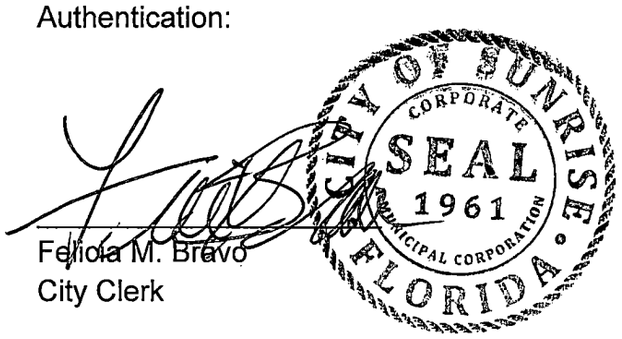
Section 2. The Mayor is hereby authorized to execute the Agreement.

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

PASSED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2018.

Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk

MOTION: KERCH
SECOND: SOFIELD

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

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

Kimberly A. Kisslan

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Transportation System Surtax Interlocal Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the municipalities that formally approve this Agreement and execute and return to the County a signature page bearing the above legend, each of which is a municipal corporation within Broward County existing under the laws of the State of Florida (collectively, the "Municipalities"), and the Broward County Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO").

Recitals

A. Because of the urgent need for transportation system improvements, the County Commission voted on June 5, 2018, to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%) (the "Ballot Proposal"). On June 5, 2018, the County Commission also enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances, and which, among other things:

1. Levied the surtax subject to subsequent voter approval;

2. Established a transportation surtax trust fund into which all surtax proceeds will be deposited;

3. Established an independent oversight board (the "Oversight Board") to ensure transparency and objectivity in the review of applications for funding from surtax proceeds;

4. Established a seven (7) member entity (the "Appointing Authority") to appoint the members of the Oversight Board. One of the members is a designee of the Broward League of Cities; and

5. Provided a process by which any municipality within Broward County may apply for project funding from surtax proceeds, which process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

CITY CLERK
CITY OF SUNRISE
18 SEP 27 PM 12:30

B. The County and the Municipalities enter into this Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of their mutual residents and visitors, including by educating the electorate, consistent with state law requirements, on the critical importance of the Ballot Proposal.

C. The County Commission, the governing body of each of the Municipalities, and the MPO enter into this Agreement on behalf of their respective entities after having made the following findings:

1. Without a dedication of substantial new revenues, the existing transit system within Broward County will not be sustainable, alternative modes of transportation will not be realized, and traffic congestion will continue to worsen;

2. The ten-year Transportation Development Plan approved by the County Commission on January 9, 2018, identifies that the County's transit system will be substantially underfunded by 2025, despite the current dedication of substantial *ad valorem* tax revenues to subsidize transit operations;

3. The proposed transportation surtax would enable the advancement of transportation and premium transit projects presently identified in the MPO's Commitment 2045 Metropolitan Transportation Plan and the current five-year Transportation Improvement Program, and would provide funding for roadway capital investment projects that would improve safety, reduce congestion, and advance multimodal mobility options for residents and visitors, which projects are currently infeasible for reasons including a lack of dedicated revenue for operations and maintenance; and

4. Critically, the proposed transportation surtax would provide a dedicated funding source that would enable the County to leverage revenues contributed by residents and visitors to obtain federal transportation grants available only to grant applicants that can demonstrate the financial resources to build, operate, and maintain, through their useful lives, major transportation projects, thereby bringing back to Broward County more of the tax dollars paid by local residents and businesses that would otherwise be allocated to other counties and states. The proposed surtax would enable the County to compete directly for, and work collaboratively with other governmental and private partners to acquire, certain discretionary state and federal funding to advance the mobility goals of the region.

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

Agreement

I. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

II. Applications for Funding. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which will be considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent

with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects, with an estimated total cost of $2.8 billion (including the City Project Contingency). All of these projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below.

III. Eligibility. While the Transportation Surtax Ordinance prioritizes funding for municipal projects that will relieve traffic congestion and increase connectivity, the following municipal projects may be considered for funding:

A. Street lighting - Improvements to lighting systems along a public road that illuminate the right-of-way for vehicles, pedestrians, and bicyclists. A lighting justification report consistent with Broward County and FDOT policies is required for these improvements to be considered;

B. Drainage - Improvements to a public road storm water system that address drainage deficiencies, provided the drainage improvements only address storm water runoff from a public roadway. Improvements to address runoff from private roads and developments are not eligible;

C. Buffer/Sound Walls - Improvements that are consistent with the Florida Department of Transportation's noise decibel level criteria;

D. Fiber-optic - Improvements supporting only communications for the public transportation system, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). Shared conduit may not be considered for surtax funding;

E. Landscaping - Only improvements within the public road right-of-way that meet the applicable design criteria may be considered for funding;

F. Parking - Improvements used for park-and-ride or other transit-oriented development parking that serves the public. Garages directly related to a transportation project that serves the public will be considered, provided the parking fees do not exceed costs associated with securing, operating, and maintaining the facility; and

G. Road Improvements - Resurfacing and road repairs, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the MPO agrees to review, rank, and prioritize the projects based upon each project's ability to alleviate traffic congestion and enhance connectivity. The parties hereto acknowledge that the MPO might lack adequate resources to review, rank, and prioritize

the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County, MPO, and Municipalities representing a majority of the population of Broward County entering into a separate agreement to establish the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects.

V. Surtax Proceeds for Submitted Municipal Projects.

A. If the proposed surtax levy is approved by the voters in the November 6, 2018, election, the net amount of transportation surtax proceeds the County receives from the Florida Department of Revenue ("FDOR") shall be defined as the "Transportation Surtax Proceeds." The amount of Transportation Surtax Proceeds currently estimated to be received during the thirty-year levy is approximately $15.6 billion.

B. Section 212.055, Florida Statutes, which authorizes the levy of the proposed surtax, was recently amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." In connection with that audit, the County submitted to the state's Office of Program Policy Analysis and Government Accountability a table attached hereto as Exhibit A (the "Table"). The Table shows the amount of Transportation Surtax Proceeds currently projected to be received by the County and the current intended use of such proceeds.

C. The row of the Table titled "City Projects" represents the County's current estimate of the amount of money available and intended in good faith to be utilized during the thirty-year tax levy to fund Submitted Municipal Projects approved by the Oversight Board (a separate row of the Table addresses Community Bus Service).

D. Consistent with Section 212.055(1)(d), Florida Statutes, the County Commission hereby determines it appropriate and the County hereby commits that, for each applicable year during which Transportation Surtax Proceeds are received by the County, an amount equal to a minimum of ten percent (10%) of the Transportation Surtax Proceeds received by the County that year, less the amount directly paid from Transportation Surtax Proceeds for Community Bus Service as outlined below, shall be used to fund Submitted Municipal Projects in the order of ranking by the MPO (with the highest-ranked project receiving the first funding). The timing and process of providing such funding shall be consistent with applicable law including Section 129.01, Florida Statutes. If there is insufficient funding remaining within such ten percent (10%) commitment (less Community Bus Service funding) to fund the highest-ranked Submitted Municipal Project that remains unfunded (i.e., the next project that would receive funding), the County Commission may, at its option, either (i) exceed the ten percent (10%) commitment (less Community Bus Service funding) by funding the highest-ranked unfunded project or (ii) not fund that project and add the difference between the amount

of funding provided and the ten percent (10%) commitment (less Community Bus Service funding) to the amount to be funded the following year. Notwithstanding anything in this Agreement to the contrary, no Transportation Surtax Proceeds may be used to fund any Submitted Municipal Project: (i) submitted by a municipality that is not a party to this Agreement; (ii) that has not been approved by the Oversight Board; or (iii) to the extent utilization of Transportation Surtax Proceeds on such project would be impermissible under applicable law. Additionally, this ten percent (10%) commitment shall be reduced in any year to the extent requested expenditures for Submitted Municipal Projects prioritized by the MPO are below ten percent (10%) of Transportation Surtax Proceeds received during such year less Community Bus Service funding for such year. Funding of Submitted Municipal Projects and Community Bus Service shall be accomplished through interlocal agreements between the County and the applicable Municipalities. The unincorporated area of the County shall be considered a municipality eligible to receive funding committed under this section, and projects proposed on behalf of the unincorporated area of the County shall constitute Submitted Municipal Projects. Each Municipality agrees to keep any and all Transportation Surtax Proceeds it receives in a segregated financial account, and agrees not to comingle such proceeds with any other funds.

E. Community Bus Service. Transportation Surtax Proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service, subject to the following conditions and subject to such expenditures being approved by the Oversight Board. Funding of Community Bus Service is not subject to any review or ranking by the MPO. To receive surtax funding, the Community Bus Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route (the County has the discretion to increase this standard based on future population and ridership growth, in which event the increased standard must be met to be eligible for surtax funding). Notwithstanding anything to the contrary stated in this Agreement, the County shall not be obligated to fund in any year Community Bus Service in an amount exceeding ten percent (10%) of the Transportation Surtax Proceeds received by the County during that year.

F. Potential Limitation for Calendar Year 2019. Notwithstanding anything in this Agreement to the contrary, if the MPO is unable to review, rank, and prioritize Submitted Municipal Projects prior to calendar year 2020, the County shall fund during calendar year 2019 the Community Bus Service described in paragraph E above, and the differential (the amount of the ten percent commitment less the amount of 2019 surtax funding for such Community Bus Service) shall be added to the funding for Submitted Municipal Projects in 2020.

VI. Condition Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective. This Agreement shall become effective only if, on or before September 30, 2018, the MPO and municipalities representing a majority of the population of Broward County formally approve, execute, and return the executed Agreement to the County, with a contemporaneous copy e-mailed to the County

Administrator and County Attorney at the e-mail addresses provided below. Any municipality may join the Agreement after it becomes effective. No municipality is eligible to receive any Transportation Surtax Proceeds prior to that municipality becoming a party to this Agreement. Additionally, if a municipality has not joined the Agreement on or before September 30, 2018, that municipality shall not be eligible to receive any Transportation Surtax Proceeds received by the County in 2019 (whether or not such proceeds are added to the 2020 funding as referenced in paragraph F above).

VII. Reporting, Audit, and Related Requirements. The County and each Municipality receiving funding pursuant to this Agreement agree to fully comply with the Reporting Requirements specified on Exhibit B, agree to fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-75, Broward County Code of Ordinances, as same may be amended by the County (provided that such amendment(s) apply equally to the County), and agree that all of their respective expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with the conditions, if any, of the approval received by the Oversight Board. The obligations stated in this paragraph shall survive expiration or earlier termination of this Agreement.

VIII. Term of Agreement. This Agreement shall remain in full force and effect until all Transportation Surtax Proceeds received by any party pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each applicable party's final audit. If the Ballot Measure is not approved by majority vote in connection with the November 6, 2018, election, this Agreement shall be null and void *ab initio*.

IX. No Impact on Future Levies. Nothing in this Agreement shall impact in any way, whatsoever, any future ballot question (whether placed on a ballot in 2019 or any time thereafter) seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

X. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Agreement shall be met solely through the use of Transportation Surtax Proceeds, and funding provided shall be consistent with applicable law including Section 129.01, Florida Statutes.

XI. Pledge of Support. To the full extent permissible under applicable law, all parties pledge to support the approval of the Ballot Measure and agree to work cooperatively to enhance the regional transportation system. Nothing stated in this section shall be interpreted to impede the free speech rights of any individual.

XII. Amendment. This Agreement may be amended by a written document formally approved by the County and by such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are a party to the Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of any amendment shall only be required if

the amendment purports to modify any express obligation of the MPO hereunder. Any properly approved amendment shall be binding on all parties hereto.

XIII. Governing Law, Venue, and 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 parties agree that 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. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XIV. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XV. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XVI. Notices. Any notice under this Agreement shall be provided by email to the following recipients:

As to the County:	Broward County Administrator Current e-mail: bhenry@broward.org
With a copy to:	Broward County Attorney Current e-mail: ameyers@broward.org
As to Municipality:	Manager/Administrator Name and current e-mail provided on signature page
With a copy to:	Municipal Attorney Name and current e-mail provided on signature page
MPO:	MPO Executive Director Current e-mail: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Current e-mail: agabriel@wsh-law.com

A party's notice address may be changed at any time by that party, provided that party provides notice of such change consistent with the requirements of this section.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any other agreement, representation, or communication, whether oral or written, between the parties relating to the subject matter of this Agreement.

XVIII. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XIX. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party.

XX. Severability. In the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify the invalidated portion of the Agreement in a manner designed to effectuate the original intent of the parties.

XXI. Advice of Counsel. Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

29 day of August, 2018

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
Telecopier: (954) 357-7641

By: _____
Andrew J. Meyers
Broward County Attorney

29 day of August, 2018

Signature Page for Municipality

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Each Municipality to supply its own valid signature page (to be valid, the signature page must include notice information and date of formal action approving the Agreement)

MPO Signature Page

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

MPO to provide its own valid signature page (to be valid, the signature page must include notice information and date of formal action approving the Agreement)

30-Year Financial Summary Regional Mobility and Transportation Surtax Initiative

OPERATING	
Costs	**30-Year Period**
Status Quo - Existing Transit Operations	$4,827,170,163
Paratransit Operations	$2,467,849,760
New 30-yr. Bus Service Plan	$4,410,485,324
New Light Rail Transit (LRT)	$1,417,566,886
Public Works	$210,473,592
Transit Security - Operations	$95,150,831
Total Operating Costs	$13,428,696,555
Revenues	**30-Year Period**
Status Quo - Existing Transit Operations	$4,088,261,812
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$136,635,092
Public Works	$0
State Block Grants - New Bus	$286,681,546
State Block Grants - New LRT	$92,141,848
All Other New Revenue	$351,240,271
Farebox Revenues - New Bus	$1,014,411,624
Farebox Revenues - New LRT	$212,635,033
Total Operating Revenues	$6,182,007,227
Operating Revenues Minus Operating Costs	($7,246,689,328)
New Surtax Funding for Operating	$7,246,689,328

CAPITAL	
Costs	**30-Year Period**
Status Quo - Existing Transit Capital	$962,717,549
Paratransit Vehicles	$164,268,523
New 30-yr. Bus Service Plan (New Vehicles)	$208,226,329
New 30-yr. Bus Service Plan (Replacement Vehicles)	$370,447,855
New LRT Infrastructure	$2,145,799,008
New LRT Vehicles	$194,290,841
Public Works	$1,445,131,915
New BRT/Rapid Bus Infrastructure	$396,749,505
New Transit Infrastucture (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	$737,550,537
Planning Studies/Passenger Surveys	$108,244,632
Total Capital Costs	$6,733,426,694
Revenues	**30-Year Period**
Status Quo - Existing Transit Capital	$837,472,658
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$16,984,854
FTA Formula Grants (New Bus)	$142,672,770
FTA Formula Grants (New LRT)	$53,051,568
FTA State of Good Repair Formula Grants (New LRT)	$62,953,800
Other New Public Works Grants (FDOT, MPO, FHWA)	$90,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$815,141,042
Other New Disc. Grants (25% FTA + 25% FDOT)	$632,470,793
Total Capital Revenues	$2,650,747,485
Capital Revenues Minus Capital Costs	($4,082,679,210)
New Surtax Funding for Capital	$4,082,679,210
Projected 1-cent Sales Tax Revenue	$15,629,448,616
(Less 5% of Total Surtax Revenue)	($781,472,431)
Remaining Annual Surtax Revenue	$14,847,976,185
(Broward Co. Operating & Capital Deficit)	($11,329,368,538)
Total Broward Co. Contingency	$960,414,552
City Allocation (Minimum 10% of Surtax Revenue):	
Direct Funding of Community Shuttle Capital and O&M	$539,665,526
City Projects	$2,700,000,000
City Project Contingency	$100,000,000
TOTAL	$3,339,665,526

Exhibit A: Regional Mobility and Transportation Surtax Initiative

30-YEAR DETAILED PLAN

OPERATING

Costs	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Operations	$114,307,548	$117,044,791	$120,098,506	$124,294,441	$127,011,406	$129,887,417	$132,804,761	$135,775,800	$138,937,048	$141,791,381
Paratransit Operations	$30,722,765	$32,949,601	$34,503,661	$35,644,591	$36,840,586	$41,227,675	$41,831,698	$44,578,065	$49,151,063	$52,523,664
New 30-yr. Bus Service Plan	$13,147,623	$10,341,056	$26,562,060	$28,694,543	$40,357,054	$39,535,319	$72,027,653	$80,870,660	$93,783,170	$100,758,953
New Light Rail Transit (LRT)	$0	$0	$0	$0	$5,584,227	$6,781,753	$8,085,705	$9,103,752	$23,912,110	$26,017,372
Public Works	$0	$167,350	$799,263	$1,460,824	$2,034,771	$2,725,711	$3,403,157	$3,995,372	$4,532,770	$4,900,760
Transit Security - Operations	$7,000,000	$2,050,000	$2,121,800	$2,195,454	$2,731,018	$3,318,548	$7,358,105	$7,459,748	$7,333,540	$7,600,565
Total Operating Costs	$165,177,937	$171,052,493	$184,084,989	$192,418,848	$232,157,980	$282,803,978	$266,430,889	$370,683,918	$316,688,409	$333,591,695
Revenues	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Operations	$127,445,601	$127,980,024	$128,541,022	$129,128,050	$129,320,835	$129,520,354	$129,724,276	$129,991,689	$130,087,601	$130,057,218
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$2,028,001	$2,957,181	$4,006,851	$4,017,023	$4,087,404	$4,178,169	$4,109,652	$4,211,348	$4,252,453	$4,293,997
Public Works	$0				$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$854,598	$1,192,109	$1,726,134	$2,526,145	$3,012,835	$3,809,800	$4,681,817	$5,240,918	$6,193,816	$6,746,032
State Block Grants - New LRT	$0	$0	$0	$0	$427,975	$460,811	$484,038	$487,660	$1,679,737	$1,735,129
All Other New Revenue	$103,143	$408,021	$973,877	$821,500	$2,311,240	$4,118,140	$4,884,076	$5,417,051	$7,419,847	$7,981,532
Farebox Revenues - New Bus	$3,023,953	$4,218,443	$6,109,224	$8,945,745	$10,660,979	$13,693,160	$16,566,479	$18,544,824	$21,916,730	$23,873,759
Farebox Revenues - New LRT	$0	$0	$0	$0	$287,034	$1,017,503	$1,047,781	$1,078,214	$3,678,316	$3,997,605
Total Operating Revenues	$133,515,296	$137,756,778	$140,357,481	$145,470,894	$149,130,545	$156,797,937	$161,498,069	$164,852,714	$179,428,753	$179,675,184
Operating Revenues Minus Operating Costs	($34,656,744)	($33,295,715)	($43,727,508)	($46,947,954)	($83,027,435)	($126,006,041)	($104,932,820)	($205,831,204)	($137,259,656)	($153,916,511)
New Surtax Funding for Operating	$34,656,744	$33,295,715	$43,727,508	$46,947,954	$83,027,435	$126,006,041	$104,932,820	$205,831,204	$137,259,656	$153,916,511

CAPITAL

Costs	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Capital	$28,759,760	$31,403,123	$46,893,263	$42,418,648	$29,080,883	$24,031,338	$24,720,784	$25,272,388	$26,034,237	$26,392,062
Paratransit Vehicles	$7,807,600	$3,126,280	$3,197,700	$3,040,980	$1,990,440	$2,995,410	$3,157,100	$5,271,750	$4,108,100	$4,005,940
New 30-yr. Bus Service Plan (New Vehicles)	$9,922,464	$4,547,284	$15,770,112	$8,423,092	$8,680,083	$17,893,210	$13,022,598	$7,457,621	$10,854,281	$6,472,317
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Infrastructure	$22,741,318	$42,237,055	$45,232,055	$120,331,016	$37,098,052	$222,588,100	$222,588,100	$761,347,708	$41,754,218	$210,525,306
New LRT Vehicles	$0	$0	$27,804,939	$0	$0	$0	$67,723,167	$0	$0	$0
Public Works	$0	$7,930,017	$10,214,701	$18,142,128	$42,346,118	$48,430,310	$57,251,401	$58,518,103	$42,642,122	$81,784,651
New BRT/Rapid Bus Infrastructure	$20,000,000	$20,600,000	$22,018,180	$11,241,361	$11,705,292	$20,866,033	$21,492,914	$22,137,702	$13,201,231	$15,813,378
New Transit Infrastructure (LY/Sec./Maint. Fac./Shelters/ITTC(P-R)	$31,325,000	$55,310,374	$70,487,622	$34,070,604	$11,011,700	$13,024,001	$18,613,317	$20,460,924	$17,138,801	$17,587,317
Planning Studies/Passenger Surveys	$2,318,322	$2,317,419	$2,317,783	$2,318,197	$2,320,702	$2,317,605	$7,716,774	$2,708,214	$2,710,103	$2,716,549
Total Capital Costs	$120,750,164	$216,681,410	$337,174,958	$218,245,982	$143,503,925	$331,695,985	$416,854,019	$903,174,409	$156,343,794	$465,317,868
Revenues	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Status Quo - Existing Transit Capital	$25,416,010	$25,382,810	$25,402,100	$25,537,011	$24,010,210	$24,710,552	$24,854,697	$24,853,353	$25,023,010	$25,392,777
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$14,569	$117,012	$169,521	$333,393	$271,488	$340,642	$399,871	$419,531	$498,403	$527,114
FTA Formula Grants (New Bus)	$730,710	$589,619	$1,390,995	$1,050,933	$2,780,488	$2,850,955	$2,158,414	$3,649,077	$4,187,090	$4,427,754
FTA Formula Grants (New LRT)	$0	$0	$0	$0	$370,187	$396,187	$390,187	$392,187	$1,346,330	$1,346,330
FTA State of Good Repair Formula Grants (New LRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$10,178,492	$19,470,493	$110,618,957	$140,758,930	$157,510,788	$18,657,822	$83,944,990
Other New Rev. Grants (15% FTA + 21% FDOT)	$0	$0	$0	$0	$0	$28,537,122	$70,077,078	$75,758,117	$18,192,102	$18,809,178
Total Capital Revenues	$29,333,768	$29,190,388	$29,962,147	$40,107,834	$49,902,866	$174,454,414	$241,638,818	$266,583,053	$70,905,757	$138,447,144
Capital Revenues Minus Capital Costs	($100,969,459)	($187,491,128)	($307,212,971)	($178,138,148)	($93,601,059)	($157,241,571)	($175,215,201)	($636,591,356)	($85,438,037)	($326,870,724)
New Budget Funding for Capital	$100,969,459	$187,491,128	$307,212,971	$178,138,148	$93,601,059	$157,241,571	$175,215,201	$636,591,356	$85,438,037	$326,870,724
Projected Local Sales Tax Revenue	$302,908,378	$317,352,036	$327,042,848	$336,993,184	$347,150,417	$357,882,838	$408,317,677	$418,347,718	$429,164,436	$442,397,497
(Less 5% of Total Surtax Revenue)	($10,149,913)	($17,869,647)	($18,352,177)	($18,847,635)	($19,350,521)	($19,839,147)	($20,415,864)	($20,967,113)	($21,525,225)	($22,114,623)
Remaining Annual Surtax Revenue	$192,849,387	$299,523,280	$348,690,618	$388,108,088	$327,799,896	$377,703,791	$387,901,813	$396,379,143	$407,639,211	$420,282,874
(Broward Co. Operating & Capital Deficit)	($120,056,898)	($218,488,780)	($351,947,203)	($284,096,901)	($109,920,979)	($283,130,208)	($216,998,210)	($228,869,810)	($274,532,169)	($408,881,354)
Total Broward Co. Contingency	$0	$80,148,913	$17,889,847	$24,078,513	$29,478,121	$23,884,007	$20,956,933	$37,043,378	$27,894,889	$23,180,741
City Allocation (Minimum 15% of Surtax Revenue)										
Direct Funding of Community Shuttle Capital and O&M	$13,284,597	$10,601,169	$11,472,843	$10,918,028	$12,437,660	$17,088,392	$10,692,660	$16,358,427	$12,918,324	$14,111,378
City Projects	$0	$122,744,788	$22,388,198	$42,298,978	$174,818,803	$28,882,039	$49,818,728	$41,361,648	$69,889,681	$27,886,402
City Project Contingency	$0	$4,166,666	$0	$4,166,666	$4,166,666	$4,166,666	$4,166,666	$4,166,666	$4,166,666	$0
TOTAL	$13,284,597	$137,412,723	$34,469,041	$57,383,672	$191,423,131	$50,137,097	$64,678,054	$61,886,741	$86,974,671	$41,997,780

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING

Costs	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Operations	$144,712,450	$147,607,535	$150,740,011	$153,865,406	$157,051,097	$160,305,614	$163,633,456	$167,033,376	$170,507,582	$174,059,032
Paratransit Operations	$55,078,615	$59,027,320	$60,581,717	$64,351,593	$70,359,331	$74,610,943	$79,124,150	$83,915,423	$89,002,050	$94,402,421
New 30-yr. Bus Service Plan	$110,339,010	$122,635,313	$120,068,533	$123,654,311	$143,824,316	$151,118,254	$156,445,153	$169,384,535	$177,718,074	$183,914,457
New Light Rail Transit (LRT)	$27,419,931	$28,238,371	$29,030,343	$53,325,253	$57,465,011	$54,450,961	$67,824,357	$64,708,685	$68,650,254	$68,649,782
Public Works	$5,131,103	$5,569,045	$6,143,431	$6,260,147	$6,781,973	$7,328,350	$7,671,878	$8,210,009	$8,837,196	$9,035,002
Transit Security - Operations	$2,607,871	$2,760,468	$2,851,532	$2,927,092	$3,015,179	$3,115,935	$3,209,413	$3,309,695	$3,404,656	$3,507,012
Total Operating Costs	**$345,889,045**	**$368,078,452**	**$401,281,693**	**$414,409,778**	**$439,814,159**	**$450,931,173**	**$472,908,387**	**$486,558,084**	**$518,983,028**	**$533,568,687**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Operations	$131,641,321	$132,455,145	$133,238,854	$134,057,600	$134,870,560	$135,710,901	$136,559,707	$137,411,426	$138,277,970	$139,155,537
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,338,937	$4,367,345	$4,426,170	$4,470,432	$4,515,136	$4,560,287	$4,605,890	$4,651,949	$4,698,469	$4,745,453
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$7,172,038	$7,077,595	$8,388,681	$8,607,520	$9,348,911	$9,032,494	$10,168,041	$11,010,001	$11,551,545	$11,954,440
State Block Grants - New LRT	$1,782,033	$1,835,494	$3,715,977	$3,325,141	$3,435,276	$3,539,312	$4,053,677	$4,206,054	$4,333,267	$4,463,215
All Other New Revenue	$8,476,567	$9,210,720	$10,901,310	$11,274,978	$11,083,179	$12,521,116	$13,340,735	$14,243,059	$14,866,272	$15,354,274
Farebox Revenues - New Bus	$25,377,982	$26,210,722	$29,683,026	$30,740,492	$33,080,781	$34,737,221	$35,882,408	$38,058,456	$40,874,697	$47,100,325
Farebox Revenues - New LRT	$4,112,304	$4,235,710	$2,474,551	$2,768,788	$2,872,752	$10,107,654	$9,722,829	$9,706,348	$9,907,818	$10,707,464
Total Operating Revenues	**$187,851,282**	**$188,391,728**	**$192,384,968**	**$200,260,951**	**$208,170,820**	**$209,979,178**	**$214,188,988**	**$220,168,233**	**$224,510,762**	**$233,270,818**
Operating Revenues Minus Operating Costs	**($157,123,763)**	**($177,784,884)**	**($208,896,725)**	**($214,148,827)**	**($231,643,339)**	**($240,951,995)**	**($258,719,399)**	**($266,389,851)**	**($294,472,266)**	**($300,297,869)**
New Surtax Funding for Operating	**$157,123,763**	**$177,784,884**	**$208,896,725**	**$214,148,827**	**$231,643,339**	**$240,951,995**	**$258,719,399**	**$266,389,851**	**$294,472,266**	**$300,297,869**

CAPITAL

Costs	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Capital	$26,941,150	$27,807,059	$28,078,183	$28,666,778	$29,269,227	$30,465,845	$30,517,122	$31,183,315	$31,824,855	$32,502,140
Paratransit Vehicles	$4,166,210	$4,332,466	$4,506,183	$4,686,430	$4,873,887	$5,068,843	$5,271,596	$5,482,460	$5,701,759	$5,929,829
New 30-yr. Bus Service Plan (New Vehicles)	$0	$15,201,123	$5,039,739	$0	$15,008,617	$4,704,154	$0	$16,400,371	$4,562,314	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$0	$0	$14,147,081	$6,476,210	$22,517,976	$12,022,578	$12,504,377	$26,911,611	$19,707,719	$10,837,764
New LRT Infrastructure	$210,928,305	$264,070,788	$13,465,492	$81,337,032	$81,197,232	$81,322,952	$0	$0	$0	$0
New LRT Vehicles	$70,895,937	$0	$0	$0	$23,104,658	$0	$0	$0	$0	$0
Public Works	$48,773,085	$18,937,101	$49,208,598	$40,118,650	$32,787,813	$71,717,812	$54,610,988	$38,881,851	$83,104,747	$34,573,854
New BRT/Rapid Bus Infrastructure	$15,128,957	$27,684,077	$28,915,218	$32,307,742	$15,123,897	$15,879,674	$19,230,477	$10,928,478	$17,024,331	$17,935,061
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/ITS/e-fare)	$13,781,652	$14,195,102	$18,073,100	$22,353,483	$16,761,245	$10,210,594	$14,418,269	$10,949,952	$22,296,704	$26,739,414
Planning Studies/Professional Services	$3,037,700	$3,140,410	$3,243,021	$3,311,210	$3,431,427	$3,441,722	$3,551,041	$3,760,193	$3,873,411	$3,988,610
Total Capital Costs	**$435,830,787**	**$375,368,114**	**$165,684,615**	**$219,379,535**	**$244,104,992**	**$234,832,175**	**$149,103,870**	**$144,498,245**	**$188,101,840**	**$131,849,207**
Revenues	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Status Quo - Existing Transit Capital	$25,727,061	$26,070,017	$26,413,771	$26,765,464	$27,110,201	$27,481,148	$27,819,438	$28,284,314	$28,605,437	$28,993,810
Federal Transit Administration (FTA) Sec 5 Bus Facilities Formula Grants (New)	$643,082	$687,012	$697,803	$607,934	$679,503	$612,834	$649,805	$678,814	$691,415	$694,716
FTA Formula Grants (New Bus)	$4,805,417	$4,931,069	$5,037,166	$5,001,642	$5,291,187	$5,307,184	$5,424,781	$5,702,011	$5,806,138	$5,835,615
FTA Formula Grants (New LRT)	$1,348,310	$1,348,310	$2,327,272	$2,327,272	$2,327,272	$2,327,272	$2,928,315	$2,928,315	$2,928,315	$2,928,315
FTA State of Good Repair Formula Grants (New LRT)	$0	$709,800	$709,800	$709,800	$709,800	$2,129,400	$2,129,400	$2,129,400	$2,129,400	$4,340,600
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$120,470,463	$92,946,040	$0	$0	$7,911,008	$8,170,239	$10,109,651	$8,877,450	$8,937,274	$9,205,907
Other New Disc. Grants (25% FTA + 25% FDOT)	$14,914,459	$28,370,550	$22,632,601	$10,984,706	$10,153,321	$12,781,148	$14,470,271	$20,436,039	$23,518,301	$18,981,029
Total Capital Revenues	**$170,818,713**	**$158,161,787**	**$70,710,376**	**$49,397,810**	**$57,181,814**	**$57,266,915**	**$68,113,448**	**$80,810,977**	**$77,614,280**	**$73,119,084**
Capital Revenues Minus Capital Costs	**($265,012,074)**	**($217,206,327)**	**($94,974,239)**	**($169,981,725)**	**($186,923,178)**	**($177,565,260)**	**($80,990,422)**	**($63,687,268)**	**($110,487,560)**	**($58,730,123)**
New Surtax Funding for Capital	**$265,012,074**	**$217,206,327**	**$94,974,239**	**$169,981,725**	**$186,923,178**	**$177,565,260**	**$80,990,422**	**$63,687,268**	**$110,487,560**	**$58,730,123**
Projected 1-cent Sales Tax Revenue	**$484,336,033**	**$488,478,469**	**$479,084,193**	**$492,029,485**	**$501,314,468**	**$510,987,938**	**$537,810,371**	**$547,140,008**	**$567,189,978**	**$577,116,412**
(Less 5% of Total SunTax Revenue)	($22,711,717)	($23,524,033)	($23,954,709)	($24,601,483)	($25,065,723)	($25,547,895)	($26,848,491)	($27,285,000)	($28,106,245)	($28,845,824)
Remaining Annual SunTax Revenue	**$461,832,816**	**$464,173,737**	**$455,129,417**	**$467,428,181**	**$480,048,745**	**$485,010,038**	**$510,822,008**	**$519,855,008**	**$534,031,910**	**$548,410,648**
(Broward Co. Operating & Capital Deficit)	($428,457,337)	($301,387,181)	($397,001,386)	($364,464,407)	($488,078,713)	($417,317,983)	($332,179,747)	($247,246,437)	($406,178,260)	($292,818,483)
Total Broward Co. Contingency	**$37,469,521**	**$20,260,588**	**$10,683,240**	**$10,897,192**	**$31,329,869**	**$31,692,200**	**$39,378,072**	**$55,988,480**	**$34,726,433**	
City Allocation (Minimum 10% of SunTax Revenues):										
Direct Funding of Community Shuttle Capital and OBN	$12,426,108	$18,643,728	$21,016,867	$12,151,850	$20,109,869	$19,884,097	$17,389,217	$18,609,860	$19,118,698	$38,647,726
City Projects	$28,728,184	$28,774,648	$128,524,492	$80,987,848	$21,268,810	$49,033,847	$143,792,314	$149,442,487	$99,846,779	$147,983,388
City Project Contingency	$0	$0	$4,166,666	$4,166,666	$0	$4,166,666	-$4,166,666	$4,166,666	$4,166,666	$4,166,666
TOTAL	**$42,197,262**	**$48,317,372**	**$153,709,724**	**$97,305,364**	**$41,378,679**	**$73,084,610**	**$157,014,865**	**$172,219,013**	**$123,132,143**	**$190,797,780**

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING

Costs	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Operations	$177,605,791	$181,394,059	$185,183,060	$189,055,094	$193,011,012	$197,055,157	$201,187,325	$205,410,069	$209,725,053	$214,134,478
Paratransit Operations	$105,136,039	$106,727,053	$112,087,301	$110,550,402	$128,837,827	$134,574,017	$142,792,125	$151,518,924	$160,785,165	$170,625,554
New 30-yr. Bus Service Plan	$199,010,160	$208,102,838	$215,760,651	$222,229,451	$231,040,911	$241,683,744	$248,935,801	$260,644,202	$270,594,632	$277,082,471
New Light Rail Transit (LRT)	$70,709,215	$72,830,332	$75,015,448	$77,265,912	$79,583,889	$81,971,406	$84,430,548	$86,963,465	$89,572,369	$92,259,540
Public Works	$9,360,205	$9,810,878	$10,516,375	$10,765,733	$11,357,078	$11,582,416	$12,488,216	$12,713,915	$12,718,411	$14,075,645
Transit Security - Operations	$3,617,727	$3,720,589	$3,832,707	$3,947,172	$4,065,586	$4,187,550	$4,313,187	$4,442,578	$4,575,855	$4,713,131
Total Operating Costs	$565,464,173	$583,645,289	$602,080,092	$622,824,564	$648,497,245	$671,088,156	$694,149,389	$723,699,153	$748,978,485	$773,490,819

Revenues	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Operations	$140,044,574	$140,045,013	$141,857,144	$142,781,172	$143,717,310	$144,665,772	$145,626,779	$146,600,557	$147,587,340	$148,587,364
Paratransit Operations (State Transportation Disadvantaged Program Grants)	$4,782,908	$4,640,837	$4,899,245	$4,938,136	$4,057,519	$5,037,394	$5,087,768	$5,138,646	$5,190,032	$5,241,933
Public Works	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Block Grants - New Bus	$12,937,610	$13,550,564	$14,024,832	$14,445,577	$19,180,659	$15,707,541	$16,180,827	$16,941,873	$17,523,651	$18,049,361
State Block Grants - New LRT	$4,598,102	$4,733,945	$4,874,001	$5,022,284	$5,172,953	$5,326,141	$5,487,966	$5,652,625	$5,822,204	$5,996,870
All Other New Revenue	$16,401,608	$17,100,819	$17,674,859	$18,207,164	$19,037,923	$19,670,053	$20,760,772	$21,123,018	$21,824,571	$22,479,309
Farebox Revenues - New Bus	$45,770,237	$47,969,381	$49,630,330	$51,119,120	$53,737,410	$55,587,606	$57,255,234	$59,948,166	$62,000,745	$63,860,768
Farebox Revenues - New LRT	$10,605,168	$10,924,340	$11,252,317	$11,589,887	$11,937,583	$12,295,711	$12,664,582	$13,044,520	$13,435,856	$13,838,931
Total Operating Revenues	$235,138,517	$240,077,179	$244,203,721	$248,099,342	$265,776,887	$268,290,817	$242,663,848	$268,449,402	$273,390,419	$278,860,736
Operating Revenues Minus Operating Costs	($328,405,655)	($343,568,080)	($358,787,321)	($374,725,222)	($382,720,358)	($402,797,339)	($431,484,451)	($455,249,750)	($475,588,065)	($494,630,083)
New Surtax Funding for Operating	$328,405,655	$343,568,080	$358,787,321	$374,725,222	$382,720,358	$402,797,339	$431,484,451	$455,249,750	$475,588,065	$494,630,083

CAPITAL

Costs	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Capital	$33,193,382	$33,905,603	$34,637,617	$35,377,130	$36,139,840	$36,920,939	$37,720,012	$38,538,059	$39,377,881	$40,237,317
Paratransit Vehicles	$6,107,022	$6,413,703	$6,670,251	$6,937,061	$7,214,541	$7,503,126	$7,803,250	$8,115,380	$8,439,995	$8,777,595
New 30-yr. Bus Service Plan (New Vehicles)	$19,013,104	$5,127,418	$0	$0	$5,602,868	$0	$0	$6,122,405	$0	$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	$26,681,611	$5,329,353	$0	$21,758,717	$29,773,105	$9,233,537	$53,496,248	$33,265,141	$12,087,018	$52,756,101
New LRT Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New LRT Vehicles	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Park & Ride Lots	$49,348,155	$29,634,947	$30,797,441	$59,420,938	$27,497,365	$50,882,785	$49,050,009	$10,439,857	$52,124,000	$60,881,705
New BRT/Rapid Bus Infrastructure	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/ITS's/P-R)	$22,430,155	$23,884,315	$19,649,640	$38,648,063	$26,185,239	$26,139,117	$26,783,768	$27,418,743	$29,951,089	$30,668,870
Planning Studies/Ridership Surveys	$4,100,101	$4,237,693	$4,379,941	$4,490,312	$4,615,058	$4,763,810	$4,906,724	$5,053,926	$5,205,543	$5,361,710
Total Capital Costs	$160,873,525	$111,533,033	$102,109,890	$166,632,242	$157,107,937	$141,442,503	$179,770,101	$129,687,938	$183,818,937	$231,683,301

Revenues	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Capital	$29,388,978	$29,791,315	$30,200,765	$30,617,730	$31,042,531	$31,474,722	$31,918,096	$32,363,645	$32,820,156	$33,288,015
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	$729,910	$742,847	$745,816	$745,818	$761,227	$764,495	$784,498	$777,129	$780,389	$780,399
FTA Formula Grants (New Bus)	$6,131,704	$6,237,391	$6,261,856	$6,261,856	$6,391,303	$6,421,780	$6,421,780	$6,327,877	$6,355,253	$6,355,253
FTA Formula Grants (New LRT)	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315	$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	$4,240,600	$4,240,600	$4,240,600	$4,750,100	$4,750,100	$4,750,100	$4,750,100	$4,750,100	$4,750,100	$4,750,100
Other New Public Works Grants (FDOT, MPO, FHWA)	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other New Misc. Capital (25% FTA + 25% FDOT)	$34,012,340	$18,671,403	$9,824,630	$23,801,387	$28,015,650	$17,686,222	$40,140,000	$20,417,143	$23,811,003	$49,317,631
Total Capital Revenues	$80,731,843	$65,311,881	$55,903,188	$71,810,527	$77,482,048	$66,725,637	$89,618,838	$70,464,209	$74,145,237	$95,319,837
Capital Revenues Minus Capital Costs	($81,313,780)	($46,220,242)	($46,206,244)	($70,021,916)	($55,819,803)	($74,716,867)	($90,150,263)	($40,518,231)	($70,472,780)	($136,450,634)
New Surtax Funding for Capital	$81,313,780	$46,220,242	$46,206,244	$70,021,916	$55,819,803	$74,716,867	$90,150,263	$40,518,231	$70,472,780	$136,450,634
Projected ½-cent Sales Tax Revenue	$592,826,017	$608,912,439	$625,393,861	$642,237,892	$659,972,008	$677,386,618	$695,978,053	$714,459,107	$733,749,768	$753,840,319
(Less 5% of Total Surtax Revenue)	($29,565,201)	($30,445,622)	($31,269,693)	($32,111,895)	($32,978,900)	($33,869,331)	($34,783,903)	($35,722,955)	($36,687,488)	($37,674,047)
Remaining Annual Surtax Revenue	$563,260,816	$578,466,804	$594,089,408	$610,125,716	$626,993,108	$643,517,284	$661,192,150	$678,736,151	$697,062,280	$716,166,272
(Carryover Co. Operating & Capital Deficit)	($408,719,559)	($389,785,102)	($404,001,865)	($457,747,527)	($480,538,100)	($487,478,706)	($521,734,618)	($493,763,981)	($553,041,765)	($630,816,128)
Total Brevard Co. Contingency	$35,453,210	$36,272,687	$37,073,107	$37,893,178	$39,730,788	$39,606,388	$40,498,617	$41,413,289	$42,350,481	$43,314,971
City Allocation (Minimum 18% of Surtax Revenue))										
Direct Funding of Community Shuttle Capital and O&M	$16,178,166	$24,731,499	$19,928,435	$21,344,727	$20,305,109	$23,809,770	$21,789,443	$19,892,614	$20,416,819	$24,826,834
City Projects	$129,570,643	$154,168,859	$159,764,169	$175,219,297	$114,853,599	$121,733,858	$95,874,000	$154,224,726	$103,289,480	$80,183,870
City Project Contingency	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668	$6,166,668
TOTAL	$149,912,479	$185,084,016	$185,459,386	$202,730,691	$139,425,432	$149,710,092	$123,830,109	$180,284,074	$129,872,972	$110,977,370

Exhibit B - Reporting Requirements

The County and each Municipality shall submit to the Oversight Board an annual detailed report of the progress made in carrying out their respective projects funded through the surtax. The report shall be audited by an independent CPA, with an opinion as to whether the financial information is presented in accordance with Generally Accepted Accounting Principles and whether the projects are in accordance with the ILA. The audit shall contain sufficient information for the Oversight Board to determine if the project expenditures conform to this Agreement and applicable law. In this regard, the report must include cumulative financial information for each individual project undertaken pursuant to this Agreement.

The annual report must conform to the report format presented below and must include the following three sections:

Section One presents expenditures for the current year and the cumulative expenditures for each project as follows:

1) A description of the project;
2) The projected costs of the project as originally approved by the Oversight Board;
3) The cumulative expenditures for the project up to the beginning of the year being reported;
4) The expenditures for the project for the current report year; and
5) The total cumulative expenditures for the project as of the end of the current year being reported.

Section Two presents the Statement of Revenue, Expenditures, and Changes in Fund Balance for the separate account/fund established for any and all Surtax funds received pursuant to this Agreement, and includes:

1) Revenue received by source;
2) The project expenditures;
3) Administrative costs including, as applicable, salaries, contractual services, and capital outlay;
4) Debt service, including principal and interest;
5) Other expenditures; and
6) The beginning and ending fund balances.

Section Three presents the Balance Sheet for the Surtax fund.

The annual report should include appropriate footnote disclosures in support of the items presented in sections one to three and include disclosure of any issue of noncompliance with this Agreement or applicable law. The following is a sample format of the required report.

Sample Format for Financial Information for the Annual Report
XYZ Municipality/County Receiving Surtax Funding for Fiscal Year Ended September 30, 201x

Section I: Project Expenditures (to include detail on Project components of each approved project)

Description Project	Project Budget	Expenditures through Prior FY	Current Expenditures	Cumulative Expenditures
Project 1 (Show detail of expenditures by budget line item	##	##	##	##
Project 2 (Show detail of expenditures by budget line item)	##	##	##	##
Total	##	##	##	##

Section II: Statement of Revenue, Expenditures & Changes in Fund Balance

Revenues:	
Surtax Receipts	$ #,###,###
Other	#,###,###
Interest	#,###
Total Revenues	$ #,###,###
Project/Activity Expenditures (total from Section I, Current Expenditures)	$ #,###,###
Administrative Costs:	
Salaries	###,###
Contractual Services	###,###
Capital Outlay	###,###
Total Administrative Costs	###,###
Debt Service:	
	###,###
Principal	###,###
Interest	###,###
Total Debt Service	###,###
Other Expenditures	###,###
Total Expenditures	###,###
Excess of Revenues Over Expenditures	###,###
Fund Balance October 1	###,###
Fund Balance September 30	###,###

Section III: Balance Sheet

Assets (in detail)	$ ##,###,###
Liabilities and Fund Balances (in detail)	$ ##,###,###

CITY OF SUNRISE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Sunrise has entered into this Transportation System Surtax Interlocal Agreement on the respective date under the Mayor's signature, signing by and through its Mayor, duly authorized to execute same by official action of the City Commission on the 26th day of September, 2018.

ATTEST:

City Clerk, Felicia M. Bravo

CITY OF SUNRISE:

By: _____

Mayor Michael J. Ryan
City of Sunrise
Mryan@sunrisefl.gov
954-746-3250
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Date: Sept. 26, 2018

Notices to City of Sunrise:
Richard Salamon, City Manager
Rsalamon@sunrisefl.gov

With a copy to:
Kimberly A. Kisslan, City Attorney
CityAttorney@sunrisefl.gov

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kimberly A. Kisslan, City Attorney

Date: 9/26/2018

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6A **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Proclamation honoring Coral Springs Vice Mayor Nancy Metayer. 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:

Proclamation

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

Proclamation

Office of the Mayor

Honoring Coral Springs Vice Mayor Nancy Metayer

WHEREAS, Vice Mayor Nancy Metayer of Coral Springs, Florida, was born on September 4, 1987, and tragically passed away on April 1, 2026, leaving behind a legacy of service, compassion, leadership, and purpose; and

WHEREAS, she made history as the first Black and Haitian American female Commissioner elected in Coral Springs, first elected in 2020 and re-elected in 2024, earning the trust, admiration, and respect of her community; and

WHEREAS, on December 4, 2024, she was appointed by her fellow Commissioners to serve as Vice Mayor, a role she carried with grace, vision, and an unwavering commitment to the people she served; and

WHEREAS, Vice Mayor Metayer's life was defined by her passion for public service, environmental stewardship, inclusion, and advocacy, always ensuring that people felt seen, heard, and valued; and

WHEREAS, she believed deeply in creating a community where everyone had a seat at the table and where every voice mattered, and her leadership consistently reflected those values; and

WHEREAS, prior to her service on the Coral Springs City Commission, she led environmental justice efforts across the State of Florida, working to strengthen community resilience and improve environmental conditions; and

WHEREAS, as an Environmental Scientist and former member of the Broward County Soil and Water Conservation District, she advanced initiatives in water quality, sanitation, public health, and disaster response, including efforts related to Hurricanes Irma, Michael, and Dorian; and

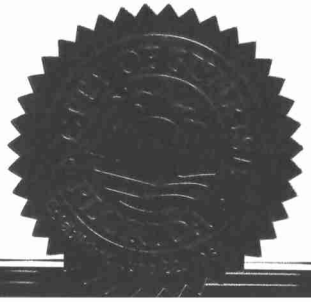
WHEREAS, Vice Mayor Metayer envisioned a future rooted in sustainability, resilience, innovation, and inclusion, championing initiatives that supported environmental responsibility, small businesses, community empowerment, and opportunities for future generations; and

WHEREAS, her commitment to service extended across numerous boards and organizations at the local, state, and federal levels, including her roles as liaison to The Broward Solid Waste Authority, Affordable Housing Advisory Committee, Charter School Advisory Board, Environmental Sustainability Committee, Multicultural Advisory Committee, Broward League of Cities, and the Broward County Climate Change Task Force, as well as her service with the Florida League of Cities and ICLEI USA; and

WHEREAS, Vice Mayor Metayer earned a Bachelor of Science from Florida Agricultural and Mechanical University and a Master of Health Science from Johns Hopkins University, and her impact was recognized through numerous honors and awards for her leadership and advocacy; and

WHEREAS, her legacy will continue to live on through the lives she touched and the values she embodied: to champion sustainability, lead with inclusion, and serve with compassion.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby honor and celebrate the life and legacy of Vice Mayor Nancy Metayer, recognizing her historic leadership, extraordinary contributions to public service, and unwavering commitment to humanity. The City Commission expresses its deepest condolences to her family, friends, colleagues, and the entire Coral Springs community during this time of profound loss.



Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Presentation

Item Number: 6B **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Presentation by Western High School Junior Ms. McKinley Castillo. Mayor Michael J. Ryan.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Presentation

Background:
See attached presentation.

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

SAFE AT HOME : A PUBLIC SAFETY INITIATIVE

Presented by McKinley Castillo

WHO I AM & WHY I'M HERE

My name is McKinley Castillo. I am 16 years old, an 11th-grade student at Western High School, and a resident of the City of Sunrise.

I am also the older sister of a 7-year-old autistic child who is nonverbal and full of curiosity and personality. After moving to Sunrise, I began to notice how much work my mom put into making our home safe for him. In our house, safety looks different. We have locks on doors and windows not to keep people out, but to keep him safe inside.

One day after another repair, my mom and I talked about how expensive it is to safety-proof a home for a child like my brother. That conversation became the idea for Safe at Home.

THE REALITY FAMILIES FACE

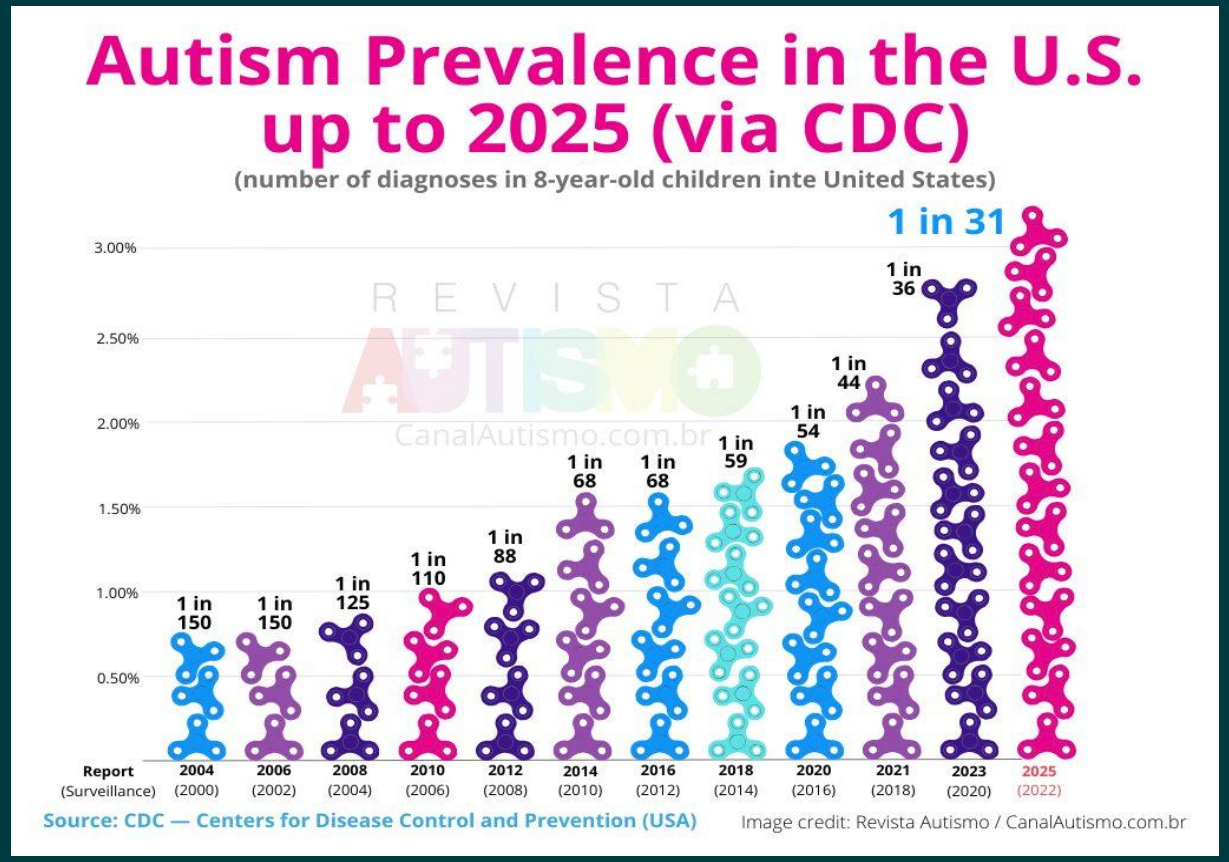
Families raising autistic children often live with constant safety concerns. Many autistic children are prone to elopement, meaning they may wander away from a safe space without warning. Others engage in sensory-seeking behaviors such as climbing furniture, hiding in small enclosed spaces, or interacting with appliances in dangerous ways.

In our home, everyday objects like closets, shelving, washers, and cabinets can become hazards. These are normal features of a home, but without modifications, they can pose serious risks.

The emotional toll of constantly worrying about safety inside your own home is significant.

WHY THIS MATTERS

Autism is now diagnosed at the rate of 1 in 31 children in the United States, according to the Centers for Disease Control and Prevention. As this population grows, so does the responsibility of parents and the community to ensure environments are safe for kids like my brother.

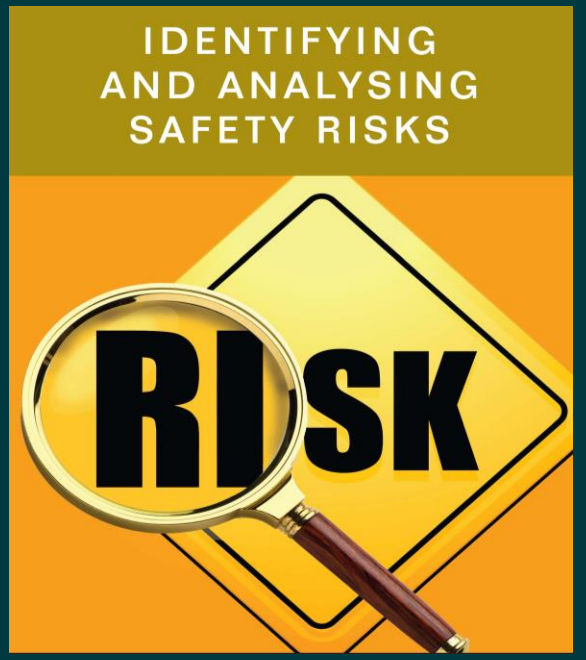


AUTISM AND PREVENTABLE SAFETY RISKS IN THE UNITED STATES

Nearly 48% of children with autism attempt to wander, also known as elopement. Many are drawn to water due to sensory stimulation, which significantly increases danger. According to the National Autism Association, children with autism are 160 times more likely to die from drowning than children in the general pediatric population.

Additionally, research shows that up to 40% of injury-related deaths among autistic individuals occur in homes or residential settings. These risks are not caused by illness — they are caused by environments that are not designed with their needs in mind.

Behind every statistic is a family working tirelessly to prevent something that can happen in seconds...



RECENT STORIES FROM AROUND THE COUNTRY

New Orleans, Louisiana In August 2025, a 12-year-old nonverbal boy with autism named Bryan Vasquez wandered away from his home and later was found in a canal. His passing sparked a large search effort and an investigation into emergency response timing.

Detroit, Michigan 2025 . A 6-year-old autistic boy drowned after wandering away from a family gathering in Belle Isle Park. Despite rapid first-responder action and CPR efforts, he did not survive.

RECENT STORIES FROM AROUND THE COUNTRY

Lyons, Nebraska 2025. A 9-year-old nonverbal child with autism left his school during recess and was later found in a nearby lagoon. Family and community members mourned his loss and called for increased safety at school and in outdoor play areas.

Maryland 2024. A five-year-old Miles McMahon, who had a long history of wandering behavior, drowned after leaving his home. His parents later shared that he had slipped away more than 700 times before, highlighting how unpredictable and constant the risk can be even with precautions in place. This tragedy led to discussions about improved tracking, school planning, and safety policies.

OTHER RECENT INCIDENTS

In November 2025, a 5-year-old autistic boy in Port St. Lucie drowned after wandering from home.

In February 2026, a 7-year-old boy in Georgia drowned in Lake Oconee after wandering from a relative's house.

These heartbreaking events show a consistent and preventable pattern. Wandering combined with environmental hazards creates deadly situations.

Safe at Home aims to interrupt that pattern before tragedy strikes.

THE FINANCIAL BURDEN

Raising a child with autism already involves ongoing therapy, medical care, and specialized support. On top of those expenses, families must invest in home safety modifications such as reinforced locks, door alarms, pool barriers, furniture anchoring systems, and replacement of damaged items.

Insurance typically does not cover these preventative safety measures. As a result, families absorb these costs themselves. Over time, these repeated expenses create a much higher cost of living compared to families not facing these challenges.

Safe at Home would help ease that burden while improving safety across the community.

WHAT IS SAFE AT HOME

Safe at Home is a proposed community safety initiative designed to help families in Sunrise who are raising autistic children. It focuses on prevention rather than reacting after tragedy occurs.

The goal of this initiative is to reduce preventable injuries inside the home by helping families afford essential safety modifications. Many homes are not designed with autistic children in mind, and families are left to manage these risks on their own.

Safe at Home is about strengthening public safety by protecting some of our most vulnerable residents before an accident happens.

Safety matters

HOW THE PROGRAM WOULD WORK

Safe at Home is designed to be supported through partnerships with local organizations, businesses, nonprofits, and community leaders who are committed to public safety and family support.

This funding model encourages shared responsibility. It brings together the City, community partners, and residents to create a collaborative solution that strengthens public safety without increasing financial burden on taxpayers.

EXAMPLES OF SAFETY IMPROVEMENTS

The types of items covered could include high-mounted or keyed door and window locks, door and pool alarms, self-latching gates, furniture anchors, reinforced shelving, appliance locks, and stove safety devices.

These are simple, practical tools that can significantly reduce life-threatening risks inside a home. They are not luxury upgrades. They are preventative protections.

AIM BOARD

Collaboration, Advocacy, and Education

The City of Sunrise shows a strong commitment to its community.

Through the AIM Board and the work of city leaders and staff, Sunrise continues to support programs that improve safety, recreation, and quality of life for residents.

These efforts reflect the city's dedication to building a stronger and more supportive community for all families.

A MODEL THAT CAN BE REPLICATED

This initiative is structured to be a model that other cities can study, adapt, and implement within their own communities. The goal is to create a scalable framework that allows municipalities to reinvest existing funds into preventative safety programs for families raising autistic children.

Safe at Home is not just a program. It is a blueprint for preventative public safety.

SUMMARY OF CHALLENGES

The stories we have heard are not statistics — they are children and families whose lives changed in minutes.

Autism is increasing nationwide, and many tragedies happen because environments are not designed with autistic children in mind.

Safe at Home focuses on prevention by helping families make simple safety improvements like locks, alarms, and secure gates that can prevent dangerous situations.

This initiative is meant to start in Sunrise but serve as a model other cities can follow. By acting now, we can reduce risks, support families, and protect vulnerable children.

Safe at Home turns awareness into action and makes safety a priority where it matters most.

WITH YOUR HELP

I respectfully ask the AIM Board and the City Commission and City Staff to consider exploring this idea and the feasibility of the **Safe at Home** initiative.

I ask that staff review possible partnerships, funding options, and how the program could be managed to see if a pilot project could be implemented in Sunrise.

With the guidance of City leadership, **Safe at Home** could become a community-supported initiative that helps protect vulnerable children and support families while creating a program that could be replicated.

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6C **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of April 2026 as Autism Awareness Month 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:

Proclamation

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

Proclamation

Office of the Mayor

Autism Awareness Month

WHEREAS, Autism Spectrum Disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges. Autism is the fastest growing developmental disorder among children in the United States. There is often nothing about how people with ASD look that sets them apart from other people. People with ASD may communicate, interact, behave, and learn in ways that are different from neurotypical people. The learning, thinking, and problem-solving abilities of people with ASD can range from gifted to severely challenged; and

WHEREAS, a diagnosis of ASD now includes several conditions that used to be diagnosed separately: autistic disorder, pervasive developmental disorder not otherwise specified (PDD-NOS), and Asperger syndrome. These conditions are now all called autism spectrum disorder or ASD; and

WHEREAS, in 2025, the Centers for Disease Control and Prevention (CDC) reported that approximately 1 in 31 children in the United States is diagnosed with an autism spectrum disorder (ASD); boys are significantly more likely to be diagnosed with autism than girls; autism affects individuals of all racial, ethnic, and socioeconomic backgrounds; minority groups are often diagnosed later and less frequently; and there is no single medical test to diagnose autism; and

WHEREAS, ASD can sometimes be detected at 18 months or younger. By age 2, a diagnosis by an experienced professional can be considered very reliable. However, many children do not receive a final diagnosis until they are much older. This delay means that children with ASD might not get the early help they need; and

WHEREAS, research shows that early intervention treatment services can improve a child's development. Early intervention services help children from birth to 3 years old learn important skills. Services can include therapies to help the child talk, walk, interact with others, communicate, and control behaviors, including physical aggression and self-injury behavior; and

WHEREAS, the City of Sunrise has specifically been involved in promoting Autism Awareness by sponsoring organizations and events that target services to this community as Autism Swims and the Autism Speaks Broward Walk; and

WHEREAS, in the City of Sunrise, as part of our continued effort to better serve our residents, the Police Department has incorporated an Autism Awareness program within "Project Lifesaver". Through this program, our hope is to expand our database and improve police responses with individuals that have Autism. Once enrolled, individuals will be issued a Sunrise Police Autism Awareness magnet and sticker that can be placed on cars, windows, and/or doors so to alert any responding officer that an individual with Autism may be present; and

WHEREAS, in honor of Autism Awareness Month the City of Sunrise Police Department wraps a patrol vehicle with vinyl decals with an Autism Awareness logo in order to make a difference for families in bringing attention to those living with Autism. The vehicle is meant to attract attention in order to promote autism acceptance and help the City of Sunrise connect with those on the Autism Spectrum in our community.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners supports and encourages all residents and businesses to celebrate differences, and become more inclusive of individuals with Autism and now I do hereby proclaim the month of April 2026 as **Autism Awareness Month** in the City of Sunrise.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

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Michael J. Ryan, Mayor

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6D **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of April 2026 as Paralyzed Veterans of America Awareness Month 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:

Proclamation

Background:
The City of Sunrise honors and recognizes the sacrifices made by our community's Veterans who are paralyzed.

See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Paralyzed Veterans of America Awareness Month

WHEREAS, residing within the boundaries of the City of Sunrise, many of our neighbors have served as members of the Armed Forces, and in doing so honored our community with exemplary dedication; and

WHEREAS, it is important that we recognize the sacrifices made by our community's veterans who are paralyzed; and

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners, do hereby proclaim the month of April 2026 as:

Paralyzed Veterans of America Awareness Month

in the City of Sunrise and encourage all residents and businesses of the City of Sunrise to honor our paralyzed veterans because they personify the highest ideals of service to country, sacrifice of self and perseverance in overcoming adversity. Their stories of hardship and triumph provide life-affirming lessons for all of us.

I also encourage the people of the City of Sunrise to observe and participate in the activities associated with Paralyzed Veterans of America Awareness Month and reflect upon the sacrifices endured by our community's veterans who are paralyzed. There are many local community service organizations, particularly those serving our youth that seek involvement in worthy projects, and Paralyzed Veterans of America Awareness Month meets and surpasses that standard.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6E **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Presentation of the Youth Athlete of the Month Award for April 2026 to Josiah Colon and Violet Warren from the Sunrise Travel Baseball and Travel Softball programs, respectively. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

April 2026 Youth Athlete of the Month - Sunrise Travel Baseball & Travel Softball

Background:
In 2018, the Sunrise City Commission approved a program to recognize youth athletes in the City Leisure Services programs on a monthly basis. The City established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at $25.00, which is redeemable as payment towards any Leisure Services Program, excluding programs at The Bridges at Springtree Golf Course and the Sunrise Tennis Club. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Richard Devaux Phone: 954-747-4655

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services.

City Manager:
Authorized for agenda placement

April 2026 Youth Athlete of the Month
Travel Baseball & Softball

Athlete: Violet Warren
Coach: David Duthill

Violet Warren is a 12-year-old participant in the Sunrise Travel Softball Program.

Comments from her Coach:

Violet brings dedication, discipline, and heart to our team every single day. She is the definition of a true athlete. She is committed to constant improvement, is always coachable, and relentlessly hardworking.

What truly separates Violet is her character. She leads by example, demonstrates sportsmanship, and represents our program and the City of Sunrise with pride and integrity.

Athlete: Josiah Colon
Coach: Chris Costanzo

Josiah Colon is an 11- year-old student at St. Gregory Catholic School and a participant in the Sunrise Travel Baseball Program.

Comments from his Coach:

Josiah consistently shows what it means to be a true athlete - dedication, discipline, and putting in the work both on and off the field. He shows up, puts in effort at practices, and works to improve his skills. He leads by example, stays focused, and never backs down from a challenge.

As a player, he supports his teammates, brings positive energy, and always puts the team first. He accepts feedback, learns from mistakes, and applies corrections quickly. For the season, Josiah has a batting average of .419 with 13 hits, 15 runs scored, 4 doubles, and 14 rbi's. Josiah is also a straight-A student.

His younger brother, Adrian, looks up to him, and no matter how busy Josiah is, he always takes time to show his brother how to do things properly. He is an excellent role model.

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6F **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Presentation of the Teacher of the Month Award for April 2026 to Hailey Bates from Sawgrass Elementary School and Shena McNair from Village Elementary School. Kevin Pickard, Director of Leisure Services.

Funding:
001.49.60.519.504801 - Public Relations

Amount:
$100.00

ATTACHMENTS:

April 2026 Teacher of the Month Hailey Bates
April 2026 Teacher of the Month Shena McNair

Background:
The City Commission approved the Teacher of the Month program to run from October through May of the school year, as a way to recognize our outstanding Sunrise teachers. The principal from each Sunrise school selects a teacher that best represents the qualities befitting a Teacher of the Month recipient.

In recognition of their efforts to make a difference in the lives of the children of Sunrise, these nominees will each receive the Teacher of the Month award at a City Commission meeting and a $50.00 gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Karen Gallagher Phone: 954-747-4620

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

Teacher of the Month – April 2026
Sawgrass Elementary School – Hailey Bates

Sawgrass Elementary School proudly nominates Hailey Bates as the April 2026 Teacher of the Month.

Hailey Bates shines as the City of Sunrise's Teacher of the Month, bringing heart, dedication, and genuine connection to everything she does. She builds meaningful relationships with both students and parents, creating a classroom community where everyone feels seen and supported.

Ms. Bates' commitment extends far beyond the school day, as she is a familiar face at every family night event, always eager to strengthen partnerships and celebrate her students' worlds. As an aspiring leader, Ms. Bates continually seeks opportunities to grow both professionally and personally, inspiring those around her with her drive and her unwavering passion for education.

Teacher of the Month – April 2026
Village Elementary School – Shena McNair

Village Elementary School proudly nominates Shena McNair as the April 2026 Teacher of the Month.

Shena McNair is a proud graduate of Broward County Public Schools, having attended local schools from elementary through high school. She and her husband, Cecil McNair—also an educator—are the proud parents of three children: Jailah, Payton, and Bryce.

Ms. McNair has dedicated nearly 21 years to serving her community as both an educator and an advocate for students with disabilities within Broward County Public Schools. Her experience spans general education, Pre-K, and Special Programs, supporting students with varying exceptionalities, including VE, IND, and ASD. Her commitment to students with disabilities is unmatched.

Three years ago, Ms. McNair was instrumental in launching the ASD Program at Village Elementary, bringing invaluable firsthand knowledge and effective instructional strategies to support student success. This year, she proudly serves in dual roles as an ESE Specialist and ASD Coach.

In recognition of her outstanding dedication and impact, Ms. McNair was selected as Village Elementary's Teacher of the Year. We are proud to have her represent *The Village* as the City of Sunrise Teacher of the Month for April 2026.

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6G **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Presentation of the Outstanding Performance Award for April 2026 Trudi Foster, Senior Public Service Specialist. Susan Nabors, Director of Finance and Administrative Services.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 Gift Card

ATTACHMENTS:

OPA April 2026 - Trudi Foster

Background:
The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a $50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for April 2026:

- Trudi Foster - Senior Public Service Specialist - Finance & Administrative Services Department

The employee will be presented with a certificate of recognition and will receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

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

City Manager:
Authorized for agenda placement

NOMINATION FOR OUTSTANDING PERFORMANCE AWARD

The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization

Employee Name: Trudi Foster

Job Title: Senior Public Service Specialist

Department/Division: Public Service

I hereby nominate Trudi Foster **for the Outstanding Performance Award for the reasons stated below:**

It is with great appreciation that I nominate Trudi Foster for Employee of the Month. Trudi exemplifies the City's core values of customer service, collaboration, and transparency in every aspect of her work.

Trudi consistently demonstrates exceptional customer service through her empathy, professionalism, and ability to de-escalate challenging situations. One notable example involved an upset customer at City Hall. Trudi calmly invited the customer to a private conference room, offered water, and took the time to listen and review the customers account details thoroughly. Her respectful and patient approach turned a tense encounter into a positive experience, leaving the customer feeling valued and understood.

Her collaborative spirit is evident in her ongoing support for colleagues across multiple locations. Trudi frequently assists cashiers, phone representatives and provides remote guidance to our offsite locations. Recently, she volunteered to travel to New River to provide training and support to assist for smooth operations after an unexpected vacancy occurred.

Trudi also embodies transparency through open communication and reliability. She consistently shares information and best practices with peers and supervisors, ensuring clarity and alignment within the team. Her dependable nature and positive attitude foster trust and strengthen our department's commitment to excellence.

Through her outstanding customer service, collaborative leadership, and transparent communication, Trudi Foster continues to make a meaningful impact on both her team and the customers we service. For these reasons I enthusiasticaly nominate Trudi Foster for Employee of the Month.

Name and Signature of Nominator — **Date** 10-17-2025

Name and Signature of Director — **Date** 10/22/25

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6H **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Presentation of the Quarterly Award of Excellence to Navin Ramnath, Deputy City Attorney. Thomas Moss, City Attorney's Office.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 gift card

ATTACHMENTS:

AOE April 2026 - Navin Ramnath

Background:
The City is recognizing employees that go above and beyond the call of duty, provided excellent customer service, volunteered their time to our community, or otherwise added value to our organization that is worth recognizing! This program is a quarterly Award of Excellence, which recognizes and rewards employees who are outstanding contributors to the organization who are not eligible to participate in any of the other monthly award programs.

The Committee reviewed all nominations and they have selected the following employee to receive the quarterly Award of Excellence:

- Navin Ramnath - April 2026

The employee will be presented with a certificate of recognition during the City Commission meeting and they will also receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of HR Phone: 954-838-4522

Department Head Name and Title:
Thomas Moss, City Attorney's Office

City Manager:
Authorized for agenda placement

NOMINATION FOR AWARD OF EXCELLENCE

The Award of Excellence Program provides an opportunity to honor employees who are outstanding contributors to the organization and are not eligible to participate in the monthly Outstanding Performance Award Program

Employee Name: Navin Ramnath

Job Title: Deputy City Attorney

Department/Division: City Attorney's Office

I hereby nominate Navin Ramnath **for the Award of Excellence for the reasons stated below:**

As the Deputy City Attorney, Navin is tasked with a variety of critical responsibilities which are generally high priorities for the City. For Leisure Services, Navin has quickly become our go-to person when collaboration between departments is necessary, even when our items are often time sensitive. Whether Navin is reviewing a substantial amount of contracts, providing guidance on intricate procurement methods from a legal perspective, or working with the Director of Leisure Services to review detailed background checks, Navin continues to make himself readily available when he is called upon. He was instrumental in developing the Signature Sunrise ballroom contract documents, including filing paperwork to trademark the brand, and has most recently assisted with the complicated Leisure Services fees consolidation project. Most importantly, while Navin is responsible for ensuring that we are operating appropriately from a legal perspective, he has continued to approach challenging discussions with a "let's figure out how to make this work if it benefits our residents" approach. This customer service focused mindset is very much appreciated by the entire Leisure Services team as we continue to provide high quality services, programs, and facilities to the Sunrise community. Acknowledging that his efforts are not solely focused on Leisure Services, but spread across every single department within the City, his above and beyond work is more than worthy of this pretigious recognition.

Kevin Pickard — 1-9-26

Name and Signature of Nominator — **Date**

Kevin Pickard — 1-9-26

Name and Signature of Director — **Date**

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6I

Meeting Date: 4/14/2026

City Reference Number (C#):

Item Description:

Recognition of service time and dedication for employees that are retiring from City service awarded to: Kim Sibner, Assistant Director/Code Compliance Manager, Community Development Department; Francisco Hernandez, Firefighter, Fire Rescue Department. Shannon Ley, Director of Community Development. John K. McNamara, Fire Chief.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
The City Commission wishes to recognize employees who retire from City employment and to thank them for their service time and dedication.

The following employees will retire from City service during the month of May 2026:

Kim Sibner, Assistant Director/Code Compliance Manager, 35 years of service (1991-2026)

- Code Enforcement Officer (1991-2001)
- Code Enforcement Field Supervisor (2004-2004)
- Code Enforcement Manager (2004-2013)
- Assistant Director/Code Compliance Manager (2013-2026)

Francisco Hernandez, Firefighter, 25+ years of service (2000-2026)

- Firefighter (2000-2026)

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of HR Phone: 954-838-4522

Department Head Name and Title:
Shannon Ley, Director of Community Development
John McNamara, Fire Chief

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6J **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of April 2026 as National Child Abuse Prevention Month and the week of April 19-25, 2026 as Volunteer Appreciation Week 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:

Proclamation

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

Proclamation

Office of the Mayor

National Child Abuse Prevention Month
and
Volunteer Appreciation Week

WHEREAS, April is recognized nationally as National Child Abuse Prevention Month, and National Volunteer Week is observed annually during the month of April; and

WHEREAS, the Florida Guardian ad Litem Office provides legal representation for abused, abandoned, and neglected children in dependency court proceedings throughout the State of Florida; and

WHEREAS, pursuant to Florida law, the Florida Guardian ad Litem Office utilizes a multidisciplinary team approach to provide legal representation for abused, abandoned, and neglected children, including a Guardian ad Litem Attorney, a child welfare professional, and, when available, a trained volunteer or pro bono attorney from the child's community; and

WHEREAS, during the last fiscal year, for the first time in Florida's history, 100 percent of children were represented, and every child had a lawyer; and

WHEREAS, the Florida Guardian ad Litem Office achieved a 97 percent appellate success rate, underscoring the strength and quality of its legal representation of children; and

WHEREAS, the Florida Guardian ad Litem Office is supported by more than 8,000 volunteers statewide, who collectively donated over 194,000 hours of service and traveled more than 1.1 million miles during the last fiscal year in support of Florida's children; and

WHEREAS, the Florida Guardian ad Litem Office Circuit 17, serving Broward County, is supported by dedicated local volunteers who are a valued member of the multidisciplinary team representing abused, abandoned, and neglected children and who provide information to the dependency courts regarding each child's best interests; and

WHEREAS, research consistently demonstrates that children with a Guardian ad Litem are more likely to achieve permanency, less likely to re-enter foster care, and more likely to experience improved long-term outcomes.

NOW THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners do hereby proclaim the month of April 2026 as **National Child Abuse Prevention Month** and the week of April 19-25, 2026 as **Volunteer Appreciation Week** in the City of Sunrise.

Witness My Hand and Official Seal
Of The City of Sunrise, Florida

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Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6K **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of April 2026 as Child Abuse Prevention Month 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:

Proclamation

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

Proclamation

Office of the Mayor

Child Abuse Prevention Month

WHEREAS, Florida's bright future depends on the healthy development and well-being of its children; and

WHEREAS, adverse childhood experiences, including the abuse and neglect of children, can have severe and long-lasting consequences for children, families, and society as a whole; and

WHEREAS, every child has the right to a safe, healthy, and happy childhood where they are supported in achieving their educational and developmental milestones; and

WHEREAS, research demonstrates that parents and caregivers who have strong support systems and access to resources are more resilient and better equipped to provide safe, nurturing environments for their children; and

WHEREAS, it is essential for individuals, schools, community organizations, and local governments to prioritize children and take action to support their physical, social, emotional, and educational development; and

WHEREAS, the Children's Services Council of Broward County is committed to supporting families by funding Family Support Programs designed to reduce the incidence and impact of child abuse, neglect, and trauma. These programs stabilize families in crisis, promote positive parenting strategies, prevent out-of-home placements, and reduce involvement in the dependency system; and

WHEREAS, Broward AWARE!, a countywide campaign led by the Children's Services Council and its partners, aims to raise awareness of child abuse prevention by promoting healthy child development, positive parenting practices, and community engagement; and

WHEREAS, Child Abuse Prevention Month provides an important opportunity to encourage all Floridians to participate in activities that strengthen families and communities, creating environments where children can thrive.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the month of April 2026 as: **Child Abuse Prevention Month** in the City of Sunrise and encourage residents and businesses to recognize this month by dedicating yourself to the task of improving the quality of life for all children and families.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

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Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6L **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of April 2026 Sexual Assault Prevention and Awareness Month and April 29, 2026 as Denim 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:

Proclamation

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

Proclamation

Office of the Mayor

Sexual Assault Prevention and Awareness Month

WHEREAS, Sexual Assault Prevention and Awareness Month is a time to draw attention to the prevalence of sexual assault and educate individuals and communities about how to prevent it; and

WHEREAS, Sexual Assault, at its core, is a devastating abuse of power — one that affects people of every age, race, sex, gender identity, sexual orientation, national origin, socioeconomic background, and religion; and

WHEREAS, according to recent national statistics, every 68 seconds, an American is sexually assaulted. One out of every six women has been the victim of an attempted or completed rape in her lifetime. One out of every 10 rape victims is a male. The majority of victims are under the age of 30; and

WHEREAS, Sexual harassment, assault, and abuse happen in all communities and that includes online spaces. We are spending more and more of our lives online and unfortunately, with this increase in virtual connection comes an increase in online abuse and harassment; and

WHEREAS, Consent and boundaries can be violated online in a number of ways, and the trauma of online abuse is all too real for many survivors. But each of us has the power to change that. We can all make a difference to ensure that our online communities are safe and respectful for everyone; and

WHEREAS, Sexual Assault Prevention and Awareness Month's 2026 theme is 25 Years Stronger: Looking Back, Moving Forward". This 25th-anniversary milestone commemorates the history of the movement to end sexual violence while focusing on future prevention, healing, and action; and

WHEREAS, For the past 25 years, Peace Over Violence has run an inspiring and powerful opportunity to practice solidarity and support sexual assault victims with their "Denim Day' campaign on April 29, 2026 in honor of Sexual Assault Awareness and Prevention Month. The campaign began after a ruling by the Italian Supreme Court where a rape conviction was overturned because the justices felt that since the victim was wearing tight jeans she must have helped the person who raped her remove her jeans, thereby implying consent. The following day, the women in the Italian Parliament came to work wearing jeans in solidarity with the victim. Peace Over Violence developed the Denim Day campaign in response to this case and the activism surrounding it.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim April 2026 as: **Sexual Assault Prevention and Awareness Month** and April 29, 2026 as **Denim Day** in the City of Sunrise and urge each resident and business in our community to support victims when they reach out and disclose abuse, stand up and speak out against Sexual Assault by changing the culture and attitudes that allow sexual assault to proliferate. Together, we must work toward a society that upholds every person's right to live free from sexual violence

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Proclamation

Item Number: 6M **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Proclamation proclaiming April 18th, 2026 as Arbor 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:
NA

Amount:
NA

ATTACHMENTS:

Proclamation

Background:
This is the City of Sunrise's 38th recognition as a Tree City USA Community by the National Arbor Day Foundation. The City of Sunrise has continued increasing its commitment of resources for urban forestry by implementing several innovative programs and projects and was also awarded the Tree USA Growth Award by the Arbor Day Foundation, demonstrating the City's commitment to developing and preserving its urban forest.

An invitation is extended to the public to attend Sunrise's official Arbor Day tree planting ceremony at 10:30 A.M. on Saturday, April 18, 2026, at the Sunrise Amphitheater, 10610 W Oakland Park Boulevard during the City's Annual Earth Day event.

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

Proclamation

Office of the Mayor

ARBOR DAY

WHEREAS, in 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the City wishes to encourage residents to plant trees and help in the greenery of Sunrise by getting involved in the swale planting, and memorial tree planting programs; and

WHEREAS, the City of Sunrise has been recognized for over thirty-eight years as a Tree City USA community by the National Arbor Day Foundation and desires to continue its tree-planting ways; and

WHEREAS, the City increased its commitment of resources for urban forestry though implementing several innovative programs and projects and was awarded the Tree USA Growth Award by the Arbor Day Foundation to recognize its higher level of tree care.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim April 18, 2026, as **ARBOR DAY** in the City of Sunrise.

Witness My Hand and Official Seal
Of The City of Sunrise, Florida

_____
Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Voting Delegates

Item Number: 7A **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Commission Discussion and/or action re: Selection of Voting Director, Alternate, and Second Alternate to the Broward League of Cities' general membership or Board of Director meetings. City Manager Mark Lubelski. Lourdes Lawrence, Administrative Services Manager.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Letter and Board Meeting Attendance Record

Background:
The Broward League of Cities has requested, according to the League By-Laws, that each city appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her city.

Historical Voting Delegate Appointments (2022–2025)

2025
Voting Delegate: Commissioner Kerch
First Alternate: Commissioner Clarke
Second Alternate: None appointed

2024
Voting Delegate: Commissioner Guzman
First Alternate: Commissioner Scuotto
Second Alternate: Commissioner Kerch

2023
Voting Delegate: Commissioner Douglas
First Alternate: Commissioner Guzman
Second Alternate: Commissioner Kerch

2022
Voting Delegate: Commissioner Guzman
First Alternate: Commissioner Scuotto
Second Alternate: None appointed

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Lourdes Lawrence Phone: 954-746-3255

Department Head Name and Title:
Lourdes Lawrence, Administrative Services Manager.

City Manager:
Authorized for agenda placement

MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: February 24, 2026
Re: 2026-27 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 17, 2026**. The term will begin on May 30, 2026, where members will be sworn in at the 69th Annual Gala at Margaritaville. The term will end in May of 2027.

Please forward the information below to scochrane@browardleague.org.

==========

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

2025-2026 OFFICERS
President Denise Horland
Councilmember, Plantation
First Vice President Joyce Davis
Mayor, Dania Beach
Second Vice President Neil Kerch
Commissioner, Sunrise
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS
Immediate Past President Felicia Brunson
Mayor, West Park
Past President Todd Drosky
Mayor, Deerfield Beach
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Jim Allbritton
Councilmember, Southwest Ranches
Pamela Beasley-Pittman
Commissioner, Fort Lauderdale
Heather Berman
Commissioner, Hillsboro Beach
Samson Borgelin
Mayor, North Lauderdale
Slava Borshchukov
Councilmember, Sea Ranch Lakes
John Brodie
Commissioner, Coconut Creek
Anthony Caggiano
Commissioner, Margate
Tycie Causwell
Vice Mayor, Lauderdale Lakes
Kicia Daniel
Commissioner, Tamarac
Beam Furr
Mayor, Broward County
Aisha Gordon
Commissioner, Oakland Park
Denise Grant
Mayor, Lauderhill
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Mayor, Lauderdale-by-the-Sea
Everett Marshall, III
Commissioner, Lighthouse Point
Henry Mead
Vice Mayor, Weston
Wayne Messam
Mayor, Miramar
Nancy Metayer Bowen
Vice Mayor, Coral Springs
Erik Morrissette
Acting Clerk Commissioner, Pembroke Park
Tom Plaut
Commissioner, Deerfield Beach
Maria Rodriguez
Commissioner, Pembroke Pines
Paul Rolli
Commissioner, Wilton Manors
Rhonda Sigerson-Eaton
Commissioner, Pompano Beach
Joy Smith
Vice Mayor, West Park
Rich Walker
Mayor, Parkland

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Governmental Center, Suite 122
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

2025-2026 Board Meeting Attendance

	9/4/2025	11/6/2025	12/11/2025	1/8/2026	2/5/2026
Denise Horland	X	X	X	X	X
Joyce Davis	X	X	X	X	X
Traci Callari	(EXC.)	X	X	(EXC.)	(EXC.)
Felicia Brunson	X	X	(EXC.)	X	X
Todd Drosky	(EXC.)	(EXC.)	X	(EXC.)	(EXC.)
Susan Starkey	X	X	X		X
Joy Cooper	(EXC.)	(EXC.)		X	
Jim Allbritton	(EXC.)	X	(EXC.)	X	X
Pamela Beasley-Pittman	X	X	X	X	X
Heather Berman	(EXC.)		X	(EXC.)	(EXC.)
Samson Borgelin	X	X		X	X
Slava Borshchukov	X	(EXC.)		(EXC.)	(EXC.)
John Brodie	X		(EXC.)	X	
Anthony Caggiano	X	X	X	X	X
Tycie Causewell	X		X	X	
Kicia Daniel					X
Beam Furr	(EXC.)	(EXC.)			
Aisha Gordon	X			X	
Denise Grant				X	X
Jeremy Katzman	X	X		(EXC.)	(EXC.)
Neil Kerch	X	X	X	X	X
Edmund Malkoon	(EXC.)	(EXC.)	X		
Everett Marshall	X	X	X	X	X
Henry Mead	X	X	X	(EXC.)	(EXC.)
Wayne Messam					
Nancy Metayer Bowen	(ALT.)	X	(EXC.)	(EXC.)	(EXC.)
Erik Morrissette	X		(EXC.)		
Tom Plaut	X	X	X	X	X
Maria Rodriguez	X	(EXC.)	(EXC.)	X	X
Paul Rolli	X	X	(EXC.)	(EXC.)	(EXC.)
Rhonda Sigerson Eaton	X	X	(EXC.)		
Joy Smith		X	X	(ALT.)	(ALT.)
Rich Walker	X	X	X	X	X
			X = Attendance		
			(ALT.) = Alternate Attended		
			(EXC.) = Excused Absence		
			Gray= Absence		

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Services

Item Number: 10A **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

City Manager update on Pilot Composting Program. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
Food waste represents a significant portion of the municipal solid waste stream and presents an opportunity to reduce waste from being landfilled, through a composting program. Composting programs convert organic waste such as food scraps and yard waste into a beneficial soil amendment, supporting environmental sustainability and reducing landfill dependence.

At the March 24, 2026, City Commission Meeting, the City Commission discussed composting and directed staff to evaluate composting program options. City staff researched composting programs within neighboring municipalities and proposes to create a Composting Pilot Program to evaluate the feasibility of expanding composting opportunities in the City of Sunrise. Beyond waste reduction, composting programs contribute to community education, resource recovery, and long-term behavioral change toward sustainable practices.

The proposed pilot program would:

- Identify a dedicated drop-off location on the Municipal Campus
- Serve up to 50 residents
- Participants are required to attend a "Composting 101" training by City staff with contracted vendor
- Participants will be provided starter materials, including a small City branded collection container and compostable bags
- Purchase a secured collection container to accommodate a 64 gallon collection container with electronic individual access codes for each participant
- Utilize a contracted vendor for twice weekly collection from the dedicated collection container and delivery to an offsite location for processing
- Vendor will provide composted material back to the City for use/distribution
- Provide opportunities for each participant to receive composted material
- All excess composted material will be donated to a City school or utilized by the City
- Estimated Pilot Program Cost: Approximately $15,000

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Carrie Kashar Phone: 954-888-6043

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Amendment

Item Number: 12A **Meeting Date:** 4/14/2026

City Reference Number (C#): C26075

Item Description:

Commission discussion and/or action re: Second 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. (First Reading CCM 3/24/2026 Passed 4-0 Kerch absent).

Funding:

Amount:

ATTACHMENTS:

ATY Ordinance - C26075
Florida Statute 166.041
Legal Ad

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.

CHANGES FROM FIRST READING - Language was added to Section 2-33(k) to establish the specific procedures the City Commission will follow at first and second readings of rezoning ordinances. First reading will be limited to reading the ordinance by title, or in full, and providing notice of the second reading at a date and time certain public hearing. At second reading, the quasi-judicial public hearing will be conducted. These procedures comply with Section 166.041, Florida Statutes.

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. **The**

~~scored through~~ words are deletions and underscored word are additions for 1st Reading

double underscored **bold** words are additions for 2nd Reading

first reading of an ordinance initiated by other than the city that changes the actual zoning map designation of a parcel or parcels of land shall be limited to reading the ordinance by title, or in full, and providing notice of a second reading at a date and time certain public hearing. At second reading of the ordinance the city commission shall conduct the public hearing, which shall be a quasi-judicial hearing. ~~during two (2) quasi-judicial hearings. At the second quasi-judicial hearing for a rezoning, 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 24TH DAY OF MARCH, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

~~scored through~~ words are deletions and underscored word are additions for 1st Reading

double underscored **bold** words are additions for 2nd Reading

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	SCUOTTO	MOTION:	_____
SECOND:	GUZMAN	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	ABSENT	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

~~scored through~~ words are deletions and underscored word are additions for 1st Reading

double underscored **bold** words are additions for 2nd Reading

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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.

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Sunrise, FL 33351-6899

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10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

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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 4 Apr 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: 4 Apr 2026.

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

48691

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

April 14, 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 April 14, 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.

C26075

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.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at
https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or sub-

48691

pation 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 April 14, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

April 4, 2026 48691

48691

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Amendment

Item Number: 12B **Meeting Date:** 4/14/2026

City Reference Number (C#): C26011

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 5 "Finance and Taxation," Article V "Purchasing and Contracting," Division 3 "Procedure," by amending Section 5-179 "Local Contractor Preference;" to conform with Amendments to State Law; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing for an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C26011
Florida Statute 255.0992

Background:
During the 2025 legislative session, the Florida Legislature passed House Bill 683 "Construction Regulations," which the Governor signed into law as Chapter No. 2025-140 on June 13, 2025. House Bill 683 amended Section 255.0992, Florida Statutes, by adding subsection (2)(d) to prohibit local governments from penalizing a bidder for performing a larger volume of construction work or rewarding a bidder for performing a smaller volume of construction work for the local government when scoring or evaluating bids for a public works project. Prior to this amendment, there was no such prohibition against a city considering a bidder's volume of construction work for the city.

Section 5-179(c) of the Code of the City of Sunrise, Florida, prohibits bidders from having "more than three (3) awarded and incomplete qualified construction projects with the city at any given time." A “qualified construction project” is defined as a construction project with an estimated construction value of one million dollar ($1,000,000.00) or more, excluding the owner’s allowance, and excludes projects with funding source restrictions, such as grants.

Because this section of the City Code would disqualify certain bidders with a larger volume of City construction projects, it is recommended that Section 5-179 of the City Code be amended to conform to the recently amended state statute.

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 5 "FINANCE AND TAXATION," ARTICLE V "PURCHASING AND CONTRACTING," DIVISION 3 "PROCEDURE," BY AMENDING SECTION 5-179 "LOCAL CONTRACTOR PREFERENCE" TO CONFORM WITH AMENDMENTS TO STATE LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHERAS, during the 2025 legislative session, via House Bill 683, the Florida Legislature amended Section 255.0992, Florida Statutes, to prohibit local governments from penalizing a bidder for performing a larger volume of construction work or rewarding a bidder for performing a smaller volume of construction work for the local government when scoring or evaluating bids for a public works project; and

WHEREAS, Section 5-179(c) of the Code of the City of Sunrise, Florida, prohibits bidders or offerors from having "more than three (3) awarded and incomplete qualified construction projects with the city at any given time"; and

WHEREAS, City staff have reviewed Section 255.0992, Florida Statutes, as amended, and recommend amending Section 5-179 of the City Code to conform with 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 5-179 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 5-179. - Local contractor preference.

(a) For a qualified construction project, the bid shall include a minimum requirement that twenty (20) percent of the work be performed by local contractors. The bid shall include a certification from the responsible bidder attesting to the satisfaction of the minimum requirement for local contractors. In addition, the contractor shall be required to attest to the continued satisfaction of the minimum requirement for local

underscored text are additions
~~scored-through~~ text are deletions

contractors prior to receiving final payment. Upon determination by the procurement manager that the contractor has failed to comply with this subsection, the contractor shall be immediately suspended from bidding on any bids, quotes, or requests for proposals until one year following final payment on the qualified construction project where compliance was not achieved.

(b) The procurement manager shall have the authority to waive the twenty (20) percent local contractor requirement of this subsection provided that the procurement manager and the associated department director have concurrently determined in writing that there is insufficient competition within the county.

~~(c) A responsible bidder or offeror may have no more than three (3) awarded and incomplete qualified construction projects with the city at any given time. For purposes of this subsection, a qualified construction project is considered completed once all related purchase orders have been performed in their entirety by the contractor and paid in full by the city.~~

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

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(a) "Political subdivision" means a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair, or improvement of public works.

(b) "Public works project" means an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision. The term does not include the provision of goods, services, or work incidental to the public works project, such as the provision of security services, janitorial services, landscaping services, maintenance services, transportation services, or other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.

(2) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier. This paragraph does not apply to a county or municipality that contracts for a public works project for which the county or municipality is the sole source of funding.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or
4. Recruit, train, or hire employees from a designated, restricted, or single source.

(c) Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that is qualified, licensed, or certified as required by state or local law to perform such work

from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(d) When scoring or evaluating bids for a public works project, penalize a bidder for performing a larger volume of construction work for the state or political subdivision or reward a bidder for performing a smaller volume of construction work for the state or political subdivision.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

History.—s. 1, ch. 2017-113; s. 2, ch. 2021-194; s. 7, ch. 2023-134; s. 1, ch. 2024-208; s. 3, ch. 2025-140.

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AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 12C **Meeting Date:** 4/14/2026

City Reference Number (C#): C26111

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, approving an amendment to the Uniform Signage Plan for the Amerant Bank Arena; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C26111

Exhibit A - Uniform Signage Plan
Letter of Intent

Background:
This is an application for a revision to the Amerant Bank Arena Uniform Signage Plan. Section 16-264 of the Land Development Code allows "uniform signage plans for certain developments and geographical areas in the City which, due to their nature, make it desirable to create a uniform signage plan governing special features, design characteristics, size, location and number of signs."

The proposed revision to the Uniform Signage Plan is to allow greater design flexibility for the wall signs at the two outdoor patios as shown on pages 75 and 76. The signs included in the proposed plan require separate building permits.

Staff completed an open building permit and code violation search. There are no code violations on the property. There are multiple open building permits on the property.

Staff find this application meets all applicable Land Development Code requirements for approval of the Uniform Signage Plan. Therefore, staff recommend approval of this application.

For more information on this item, including any of the attachments or additional backup information, please contact the Community Development Department Staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Sylvia Miller, AICP Phone: 954-236-2118

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE AMERANT BANK ARENA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Amerant Bank Arena has submitted a proposed amendment to the Uniform Signage Plan to revise signage for the Amerant Bank Arena, located at 1 Panther Parkway; and

WHEREAS, the City Commission approved a Uniform Signage Plan for the Amerant Bank Arena by Ordinance No. 514 on June 8, 2010, which was subsequently amended by Ordinance No. 572 on January 14, 2014 and further amended by Ordinance No. 572-25-A on September 23, 2025; and

WHEREAS, the City Commission finds and determines that the amendment to the Uniform Signage Plan for Amerant Bank Arena will provide greater design flexibility for the wall signs at the outdoor patios; and

WHEREAS, pursuant to Section 16-264 of the City Code, an amendment to a uniform signage plan must be approved by Ordinance.

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. An amendment to the Uniform Signage Plan for the Amerant Bank Arena is hereby approved and adopted. A copy of the amended Uniform Signage Plan is attached hereto and made a part of this Ordinance as Exhibit A.

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. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF___ _____, 2025.

PASSED AND ADOPTED upon this second reading this ____ DAY OF___ _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	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

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Uniform Exterior Signage Plan for Amerant Bank Arena

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

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Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
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Metro Group Miami

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Uniform Exterior Signage Plan for Amerant Bank Arena

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AMERANT BANK ARENA

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1220 South State Road 7
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FLORIDA PANTHERS HOCKEY CLUB, LTD.

Amerant Bank Arena LED Sign

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metrogroupmiami.com

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Uniform Exterior Signage Plan for Amerant Bank Arena

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SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

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AMERANT BANK ARENA

AMERANT BANK ARENA

130'-0"

8'-6"

AMERANT BANK ARENA

Total Sign Area 1,105 Sqft

North East Elevation

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Site Plan

N

AMERANT BANK ARENA

AMERANT BANK ARENA

Total Sign Area 1,105 Sqft

Gold fish Orange #361 Translucent Vinyl	Twilight Blue #691 Translucent Vinyl	Return PTM: #691 Translucent Vinyl	Return PTM: #691 Translucent Vinyl	Trim Cap Black

Sign Details:
(1) Set of Illuminated front lit letters
.080 Aluminum Backs
.063 Aluminum Returns
Returns Painted to match: Goldfish Orange#361 Vinyl
Twilight Blue #691
.177 High Impact Modify Acrylic
Translucent vinyl overlay:
Amerant Bank: AveryUC900 Goldfish Orange #361
Arena:Avery Uc900 Twilight Blue#691
Trim cap:2” Black
White Led Illumination
Flush Mount to the wall

Metro Group Miami
1220 South State Road 7
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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER: JESUS DURAN
SCALE:	LIGHTING:

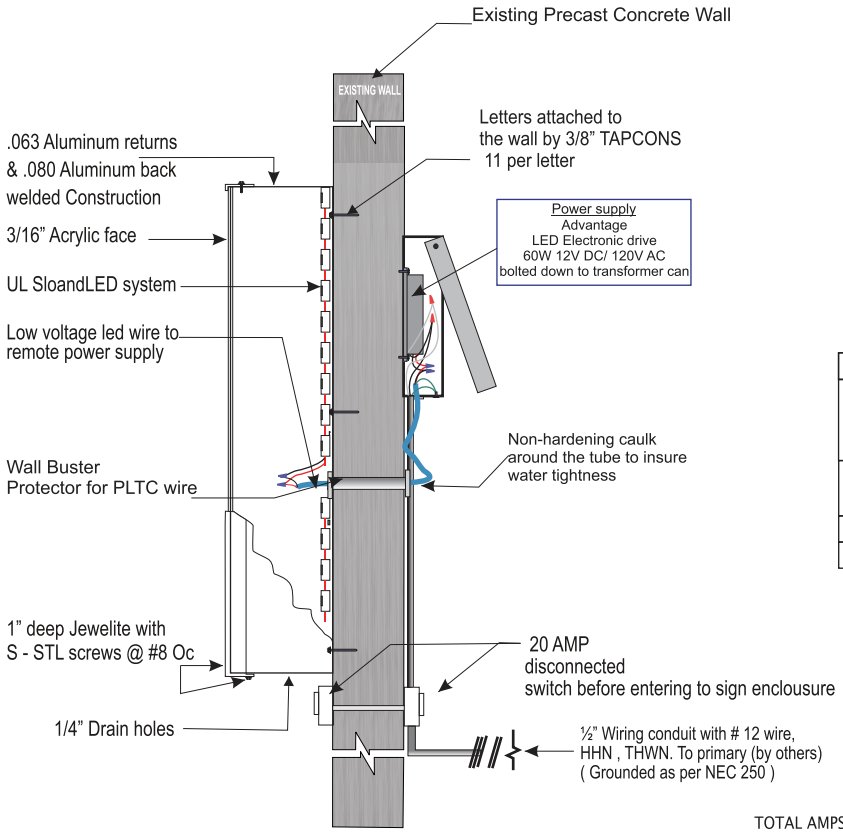
DISCLAIMER

130'-0"

8'-6"

AMERANT BANK ARENA

AMERANT BANK ARENA



ANCHOR SCHEDULE

ALL FASTENERS SHALL BE SPACE EVENLY

MATERIAL WALL	ANCHOR TYPE	QTY or SPACING
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2.5" EMBED IN ADHESIVE	NOT APPLICABLE
	3/8" TAPCONS (OR EQUIV) WITH 3.5" EMBED	MIN (11) PER LETTER
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (9) PER LETTER
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TAGGLE BOLTS	MIN (31) PER LETTER
	1/4" WOOD SCREWS, FULL EMBED	MIN (49) PER LETTER
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090 ALUM	MIN (36) PER LETTER
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (19) PER LETTER

If the existing site conditions do not allow to install the disconnect switch as mentioned in this drawing.
The lockable disconnect switch could be on the circuit panel with a lock and will remain in place installed in accordance with 110.25.

TOTAL AMPS 8
2 - 20 AMP CIRCUIT REQUIRED
TIME CLOCK REQUIRED FOR EACH CIRCUIT PER F.B.C.

General Notes
This sign is to be installed in accordance with the requirements of Article 600 of the National Electric Code
1) Grounded and bonded per NEC 600.7/NEC 250
2)Existing branch circuit n compliance with NEC 600.5 not to exceesd 20 amps
3)UL listed secondary wiring as per NEC 600.31
4)Sign to be UL listed per NEC 600.3
5)Ul disconnect switch per NEC 600.6.

Branch Circuit:
A. All branch circuits for signs must be **totally dedicated to signs** (including **dedicated ground** and **dedicated neutral per circuit**)
B. Sign circuits **must not** be shared with other loads such as lighting, air conditioning, and other equipment.
C. Property sized ground wire that can be trace back to the breaker panel must be provided.
D. Number and size of circuits for each sign to meet Federal Sign's requirements.

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CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

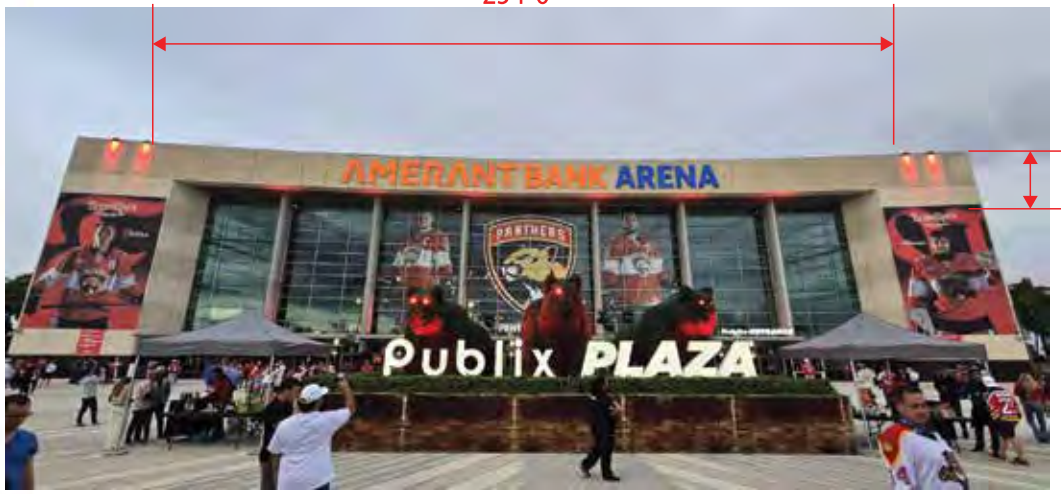
DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

East Elevation LED sign

PLASTIC FACE CHANNEL LETTER
ILLUMINATED BY L.E.D. LIGHTS



TOTAL SIGN
1,376 SQ.FT.

EAST ELEVATION

COLOR CHART
Pantone 166 C
Pantone 282 C

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

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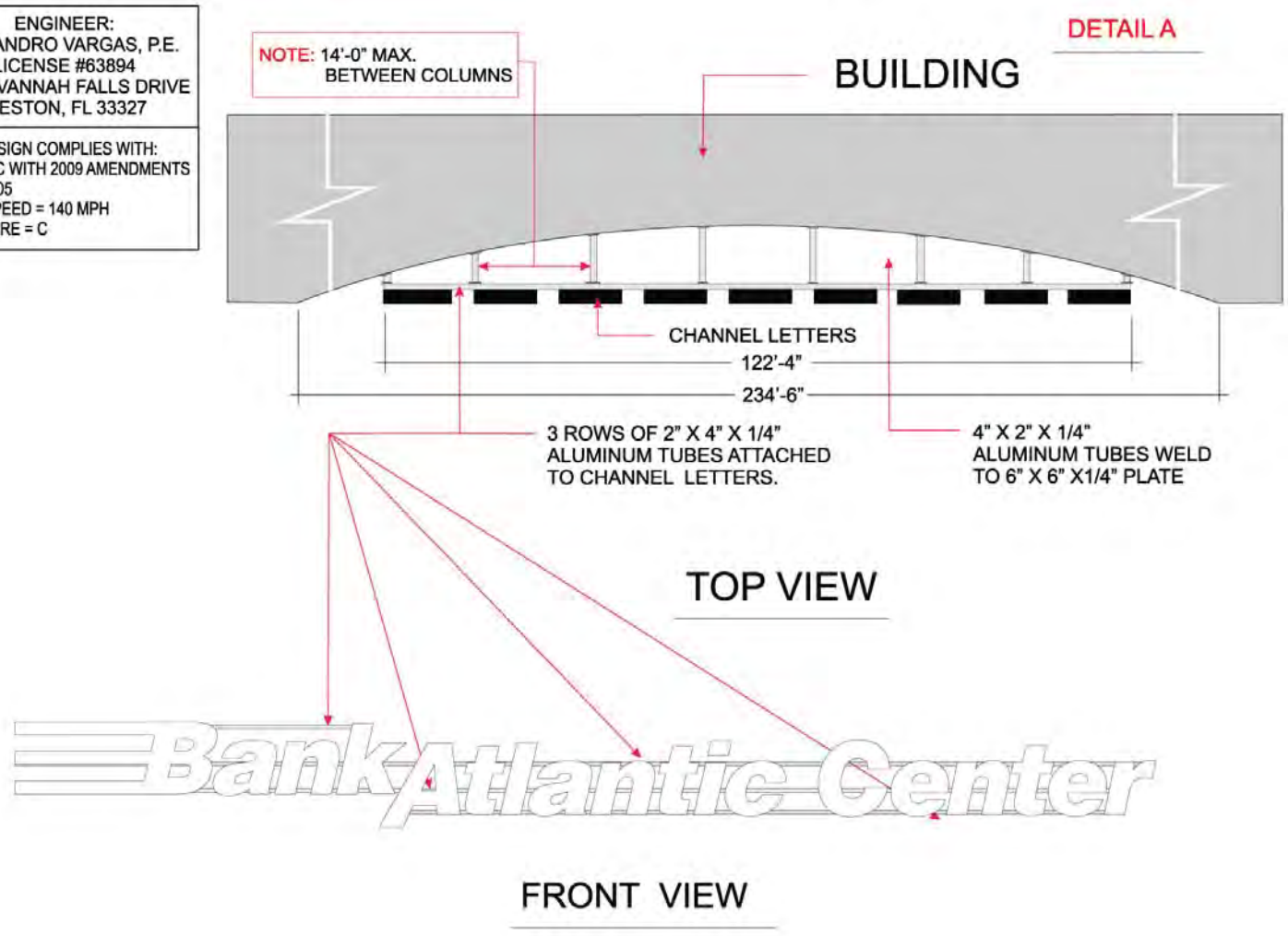
AMERANT BANK ARENA

East Elevation LED sign

ENGINEER:
ALEJANDRO VARGAS, P.E.
LICENSE #63894
927 SAVANNAH FALLS DRIVE
WESTON, FL 33327

THIS DESIGN COMPLIES WITH:
2007 FBC WITH 2009 AMENDMENTS
ASCE 7-05
WIND SPEED = 140 MPH
EXPOSURE = C



COLOR CHART
Pantone 166 C
Pantone 282 C

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

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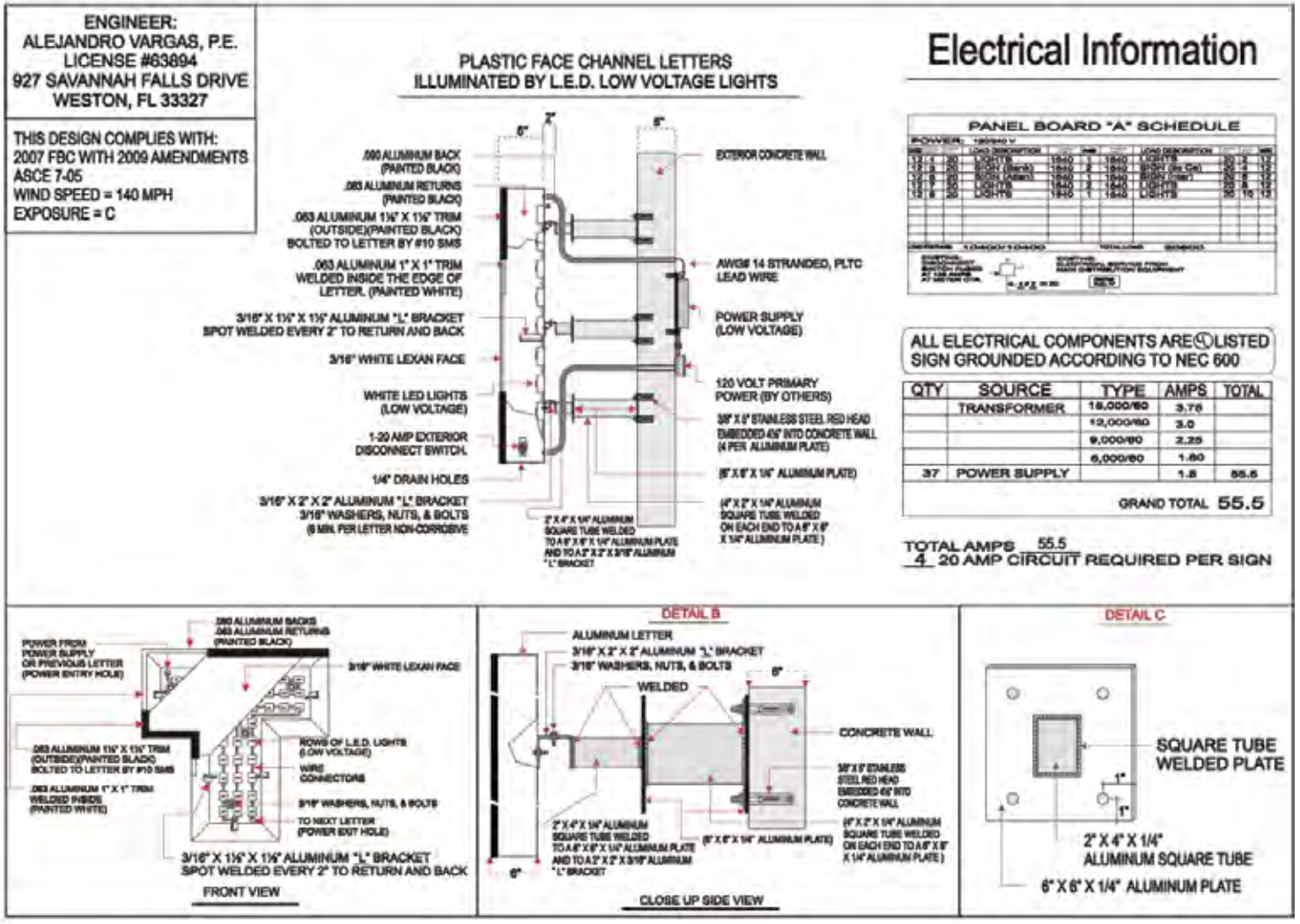
AMERANT BANK ARENA

AMERANT BANK ARENA

East Elevation LED sign



COLOR CHART
Pantone 166 C
Pantone 282 C

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ONE PANTHER PARKWAY
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DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

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LED DISPLAY MARQUEE 136th

Panthers Stadium – new marquee rendering 136th

City requests – to add stone veneer to the base and install plants that will cover at least half of the base. Base is 9' therefore the back hedge (Clusia) planted height will be a minimum of 5' tall.

Back Clusia hedge to meet the 5' minimum requirement around the base

Red Copperleaf as lower-level front hedge

BrightView

Boardwalk Slate Ledger Panel – veneer for base

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ONE PANTHER PARKWAY
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DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

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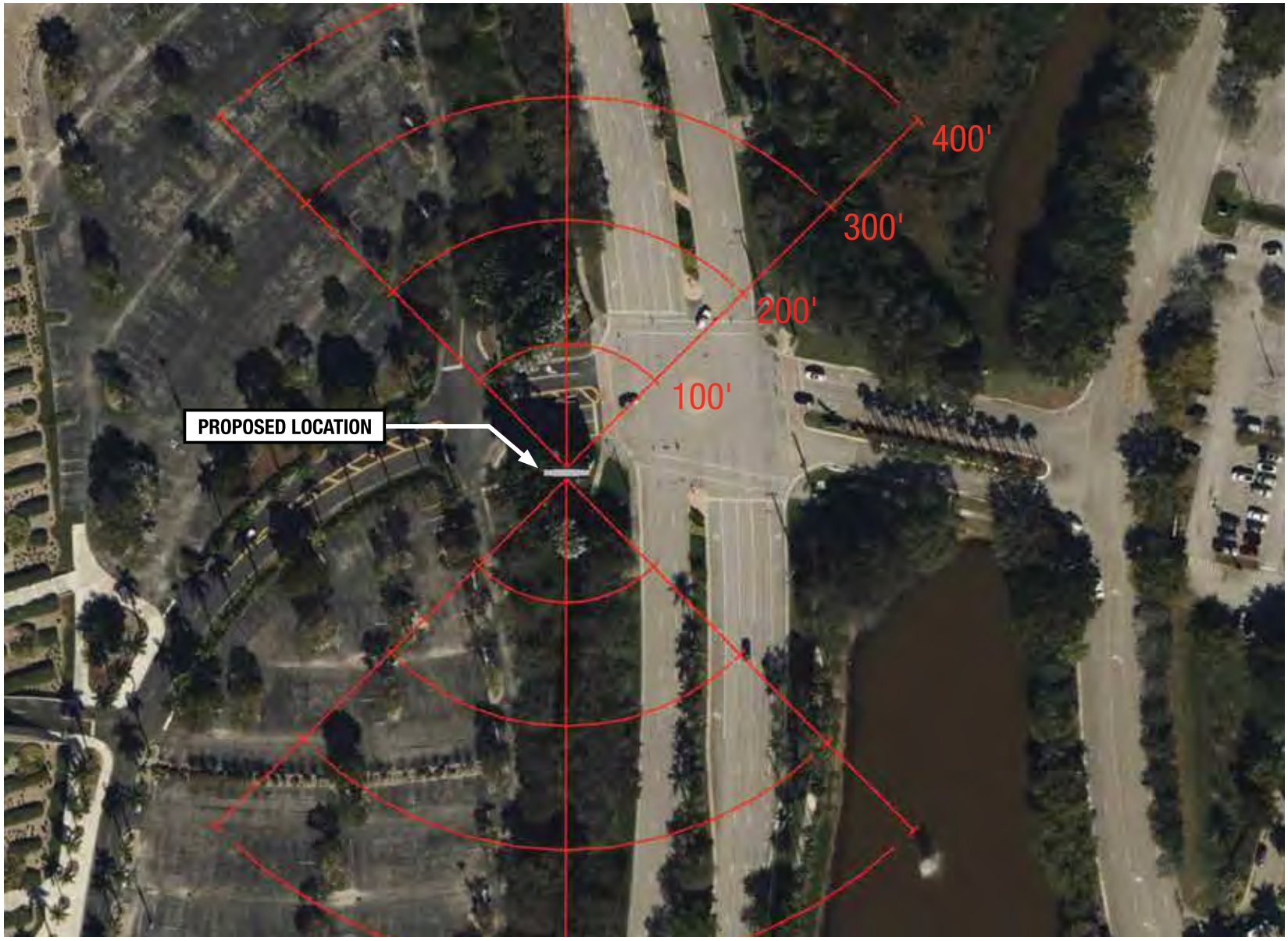
LED DISPLAY MARQUEE 136th



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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

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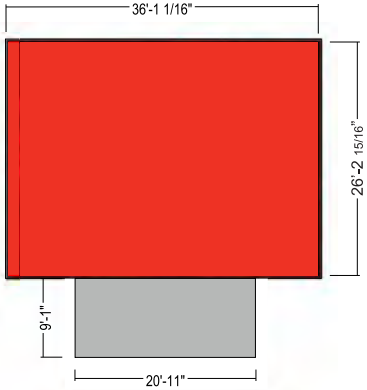
LED DISPLAY MARQUEE 136th

*REFER TO STRUCTURAL DRAWING SUBMISSION



LED FRONT ELEVATION
3/32"= 1'-0"

LED SIDE ELEVATION
3/32"= 1'-0"

LED DISPLAY MARQUEE FREEWAY

PROOFSHEET

MUST BE FIELD VERIFIED*

ANTHONY JAMES PARTNERS
3900 WESTERRE PARKWAY, SUITE 300
RICHMOND, VIRGINIA 23233
804.727.0070
www.anthonyjamespartners.com

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FLORIDA PANTHERS, AMERANT BANK ARENA

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CONCEPT RENDERINGS

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

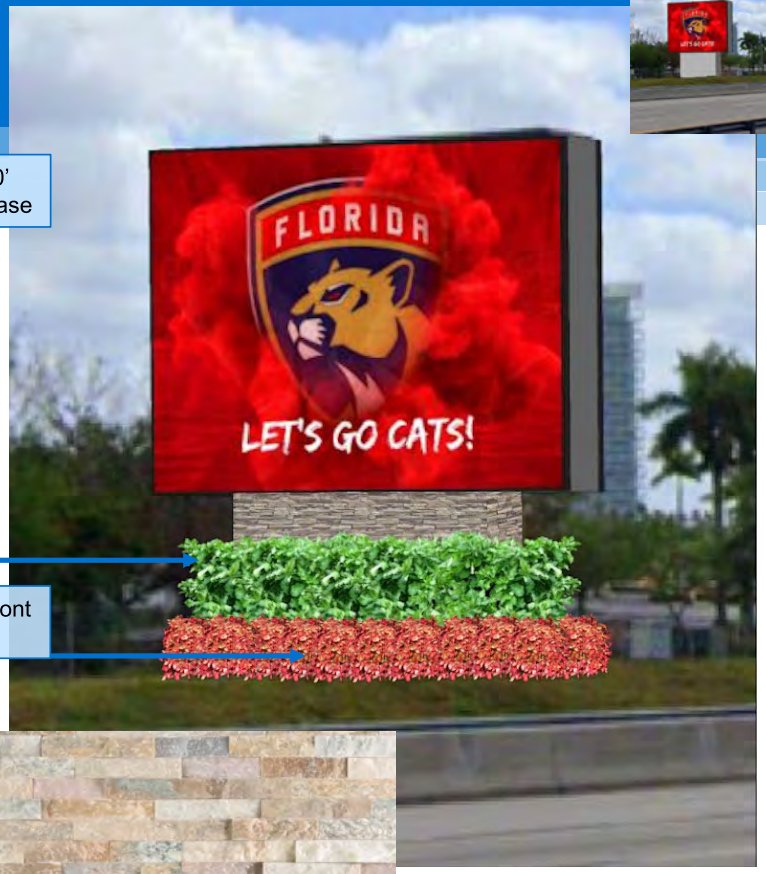
AMERANT BANK ARENA

LED DISPLAY MARQUEE FREEWAY

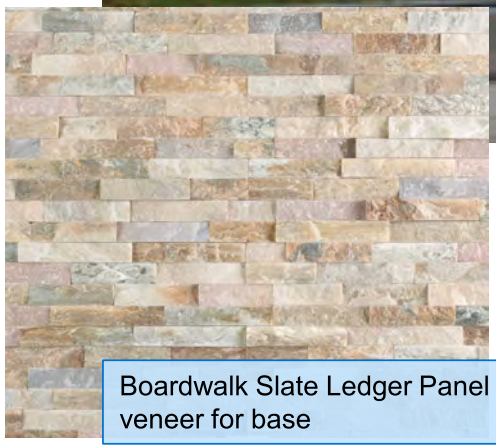
Panthers Stadium – new marquee rendering

City requests – to add stone veneer to the base and install plants that will cover at least half of the base. Base is 17'2" therefore the back hedge (Clusia) planted height will be a minimum of 10' tall.

Back Clusia hedge to meet the 10' minimum requirement around the base



Red Copperleaf as lower-level front hedge



Boardwalk Slate Ledger Panel – veneer for base

BrightView

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LED DISPLAY MARQUEE FREEWAY

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LED DISPLAY MARQUEE FREEWAY

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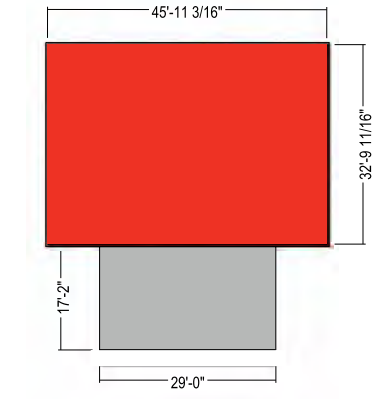
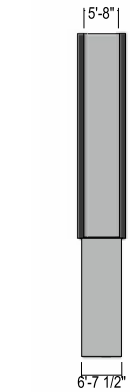


LED FRONT ELEVATION
1/16" = 1'-0" (1:192)



LED SIDE ELEVATION
1/16" = 1'-0" (1:192)

LED DISPLAY MARQUEE FREEWAY

PROOFSHEET

MUST BE FIELD VERIFIED*

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FLORIDA PANTHERS, AMERANT BANK ARENA

CONCEPT RENDERINGS

ANTHONY JAMES PARTNERS
3900 WESTERRE PARKWAY, SUITE 300
RICHMOND, VIRGINIA 23233
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AMERANT BANK ARENA

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Directional Signs for Amerant Bank Arena

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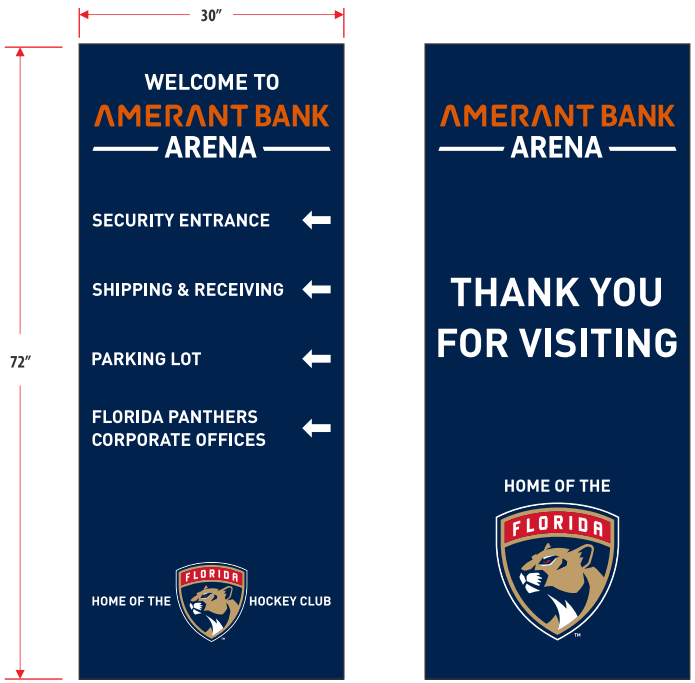
Directional signs



SIDE A SIDE B

SIDE A SIDE B

DIRECTIONAL 1 - BACK TUNNEL

SCALE: 1″=1′-0″

DIRECTIONAL 2 - FRONT TUNNEL

SCALE: 1″=1′-0″

COLOR CHART
Pantone 166 C
Pantone 282 C

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Directional signs

SIDE A

SIDE B

DIRECTIONAL 3 - AT GATE 7

SCALE: 1″=1′-0″

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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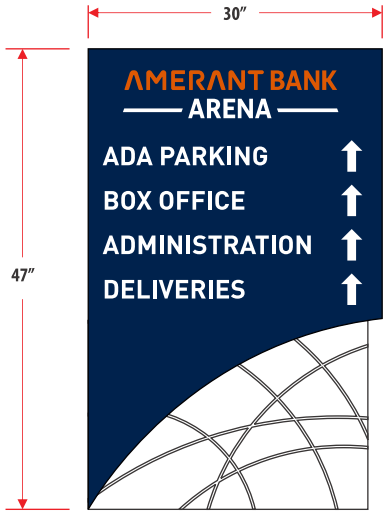
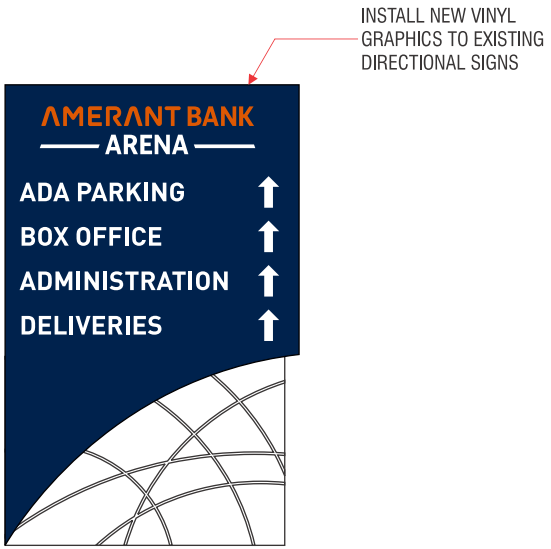
SCALE:	LIGHTING:

DISCLAIMER

Directional signs



DIRECTIONAL 4 - AT GATE 7
SCALE: 1"=1'-0"



DIRECTIONAL 5 - AT GATE 7
SCALE: 1"=1'-0"

DIRECTIONAL 6 - AT GATE 7
SCALE: 1"=1'-0"

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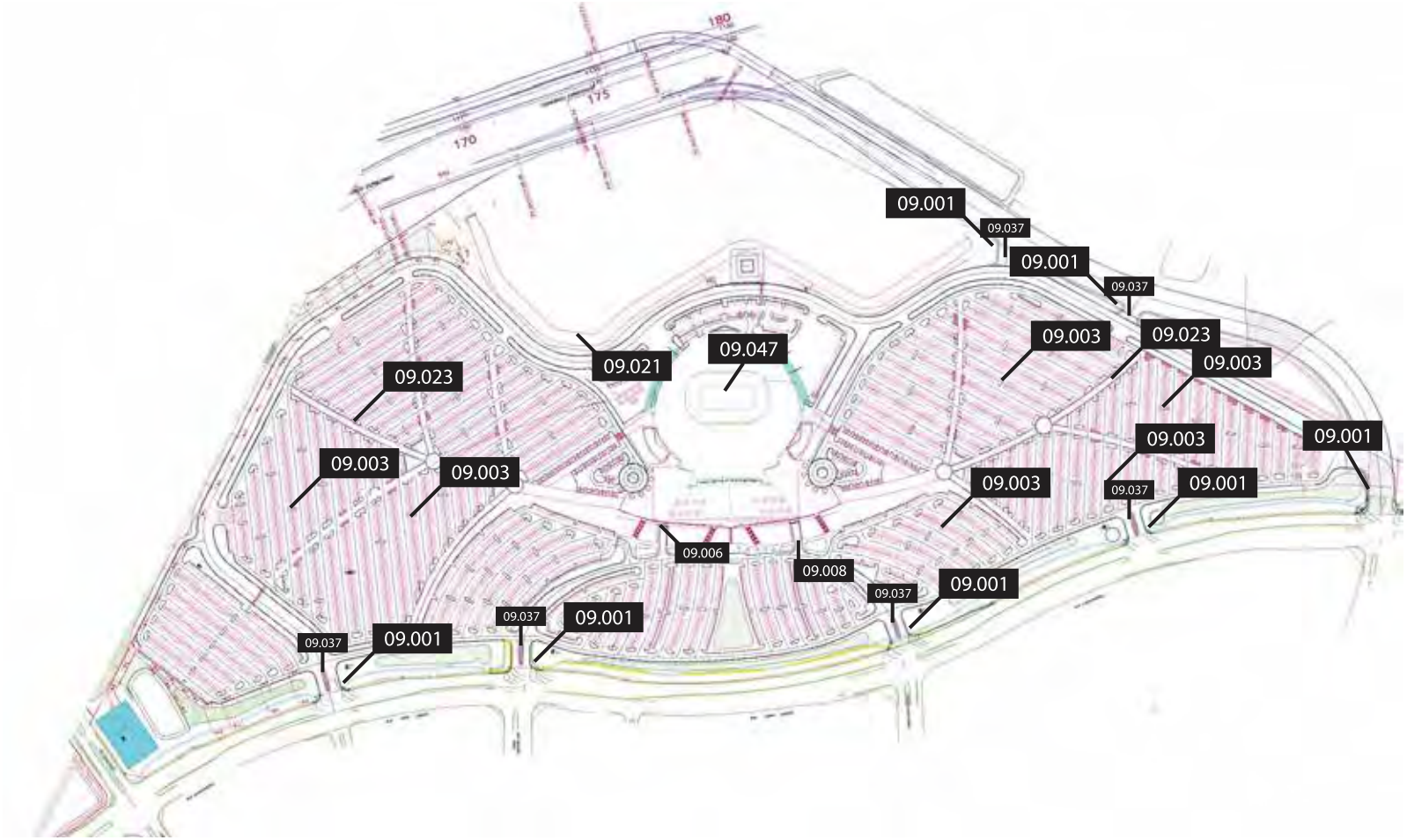
AMERANT BANK ARENA

Map 1



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ONE PANTHER PARKWAY SUNRISE, FL 33323

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8/27/24	JESUS DURAN
SCALE:	LIGHTING:

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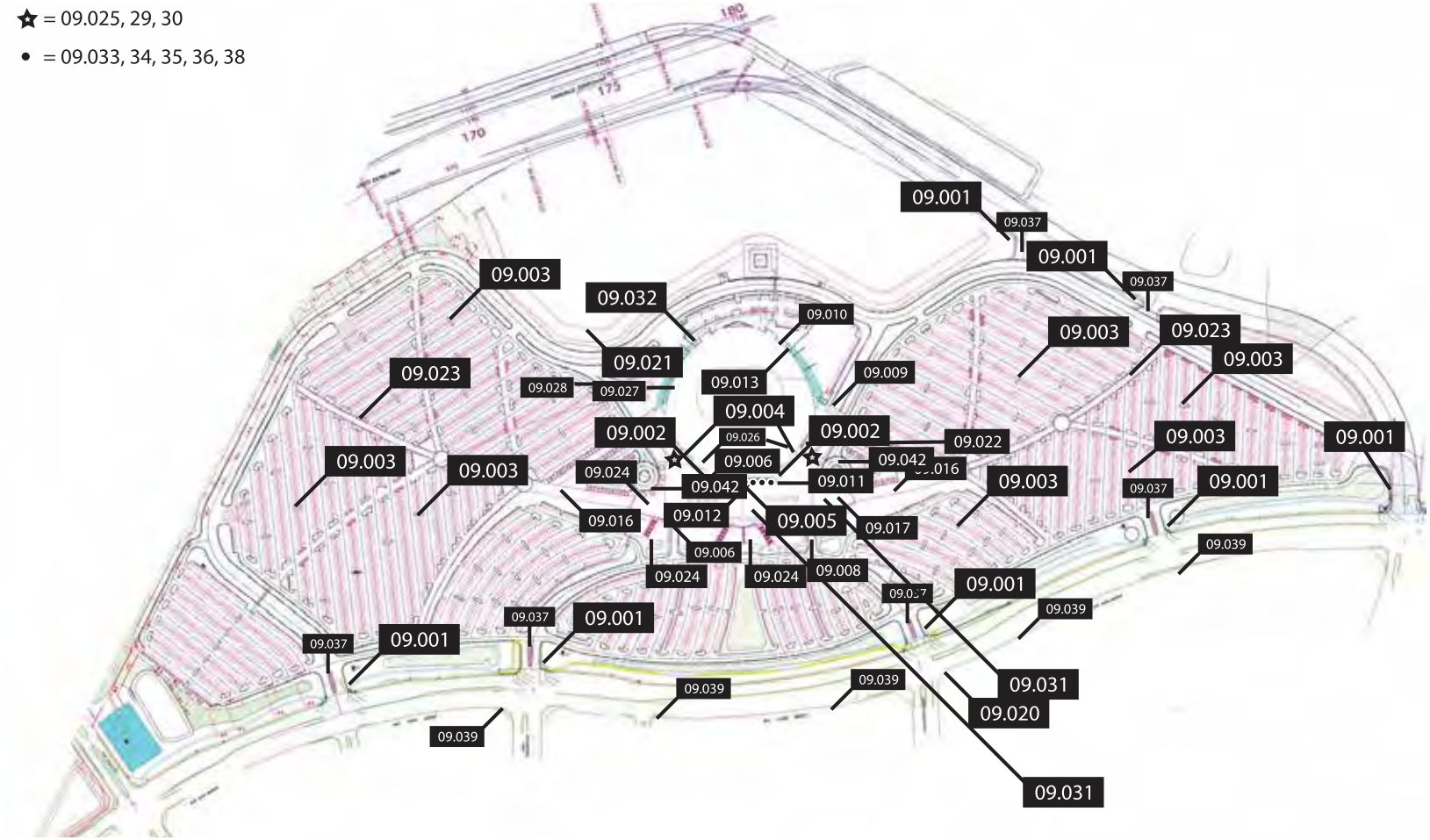
AMERANT BANK ARENA

Sign Location Plan

Map 2

★ = 09.025, 29, 30

• = 09.033, 34, 35, 36, 38



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ALUMINUM OCTAGON STOP SIGN SHAPE - ADT SIGN

MATERIALS: .080 Aluminum Octagon Shaped Sign

DIMENSIONS: 30” W x 30” H

Location 09.004

TOTAL: (14)

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ONE PANTHER PARKWAY SUNRISE, FL 33323

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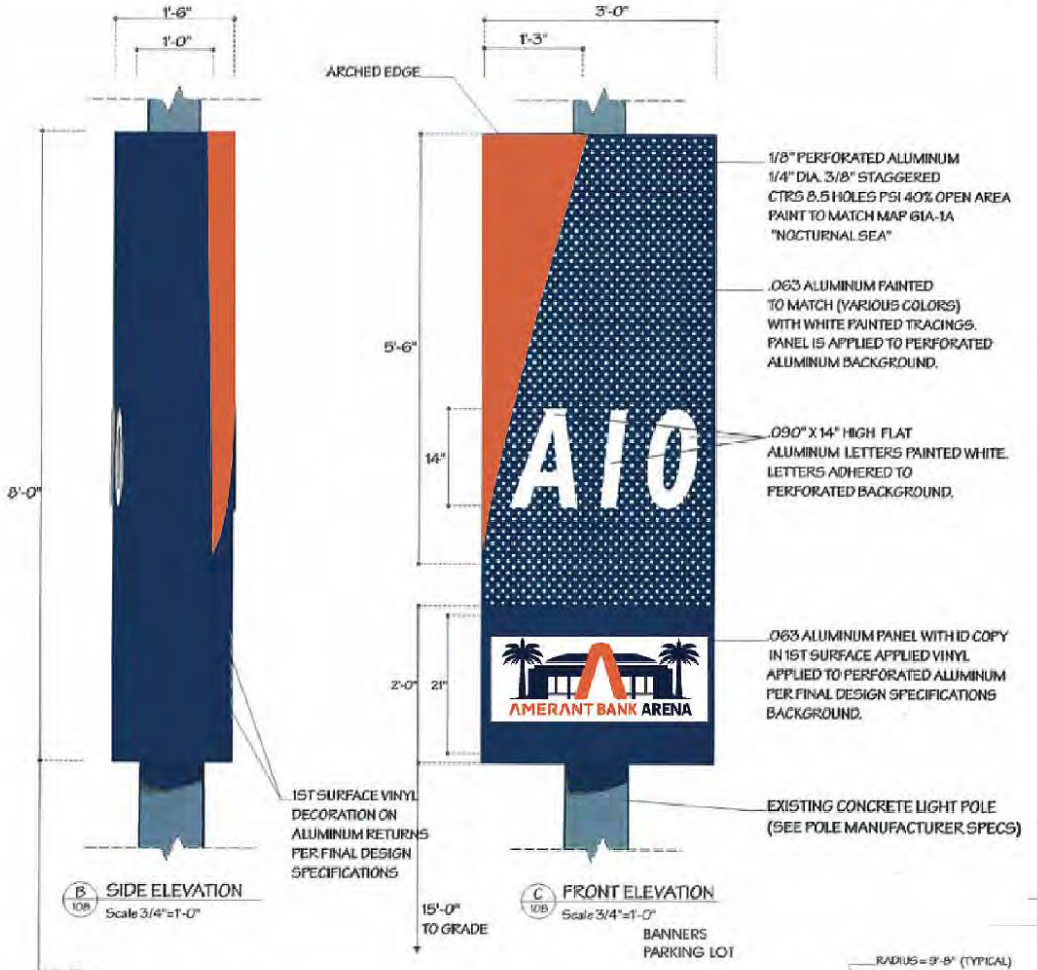
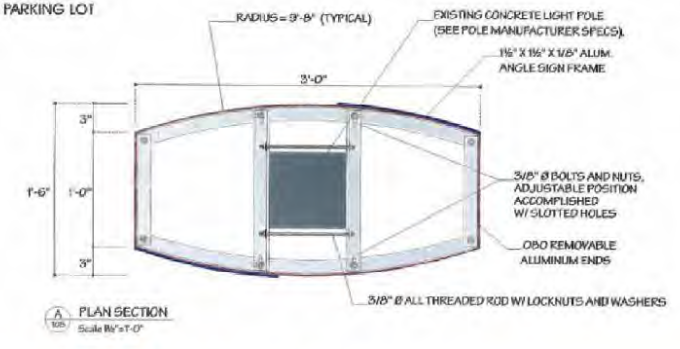
Banners Parking Lot



Location 09.003



COLOR CHART

- Pantone 166 C
- Pantone 282 C

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SCALE:	LIGHTING:

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Welcome Thank You Sign

Location 09.003

TOTAL: (1)

30” w x 60” h
Aluminum Frame
Applied 3M Vinyl

COLOR CHART
Pantone 166 C
Pantone 282 C

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SCALE:	LIGHTING:

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Lightpost Inserts

9″ W x 39.75″ H
Back To Back Inserts

Location 09.017

TOTAL: (112)

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SCALE:	LIGHTING:

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AMERANT BANK ARENA

Letter's Lot Signs

Location 09.023

TOTAL: (20)

30" W X 48" H
REFLECTIVE 3M VINYL
MOUNTED TO: .080 ALUMINUM SHEET

COLOR CHART
Pantone 166 C
Pantone 282 C

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FLORIDA PANTHERS HOCKEY CLUB, LTD.

Gate Signs for Amerant Bank Arena

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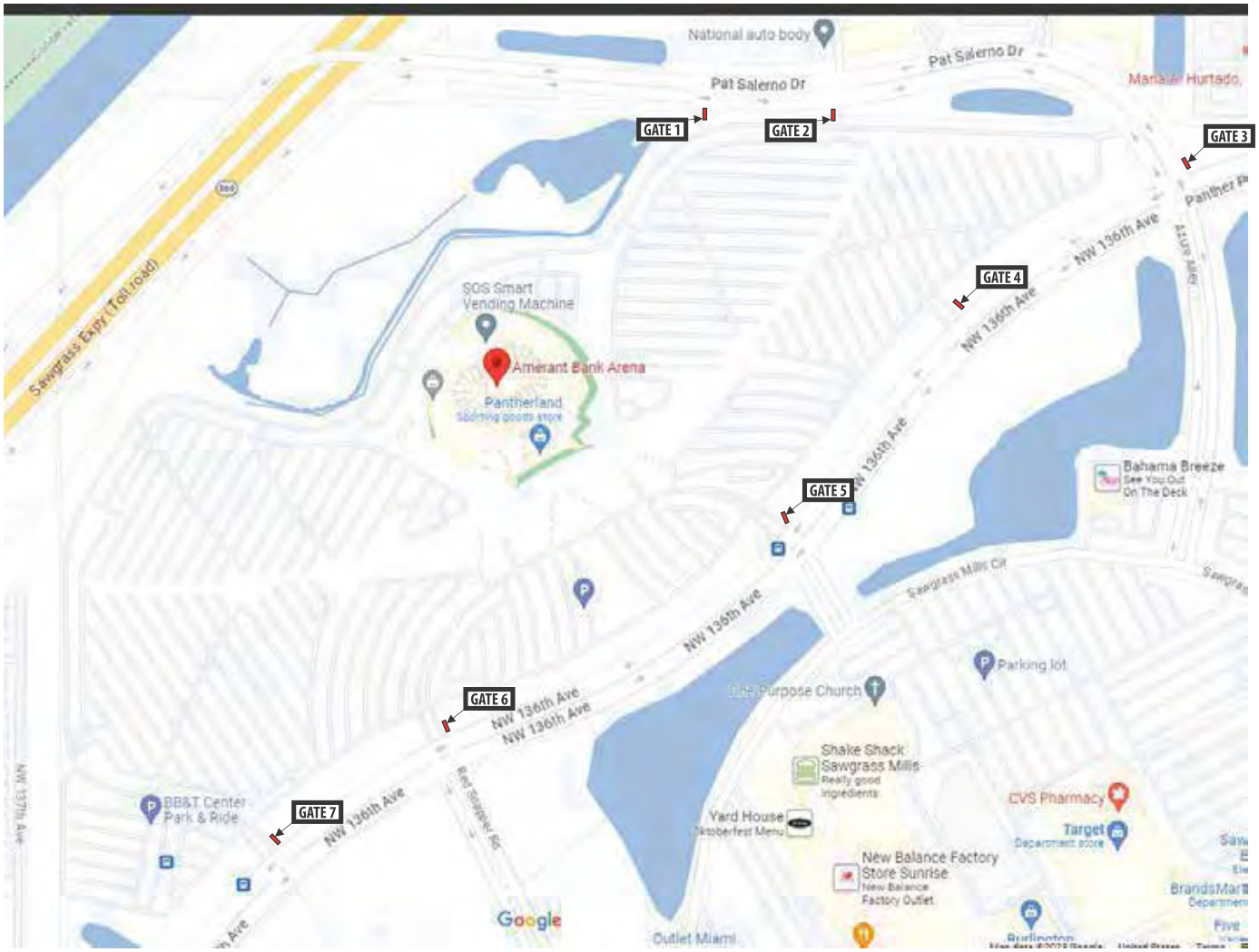

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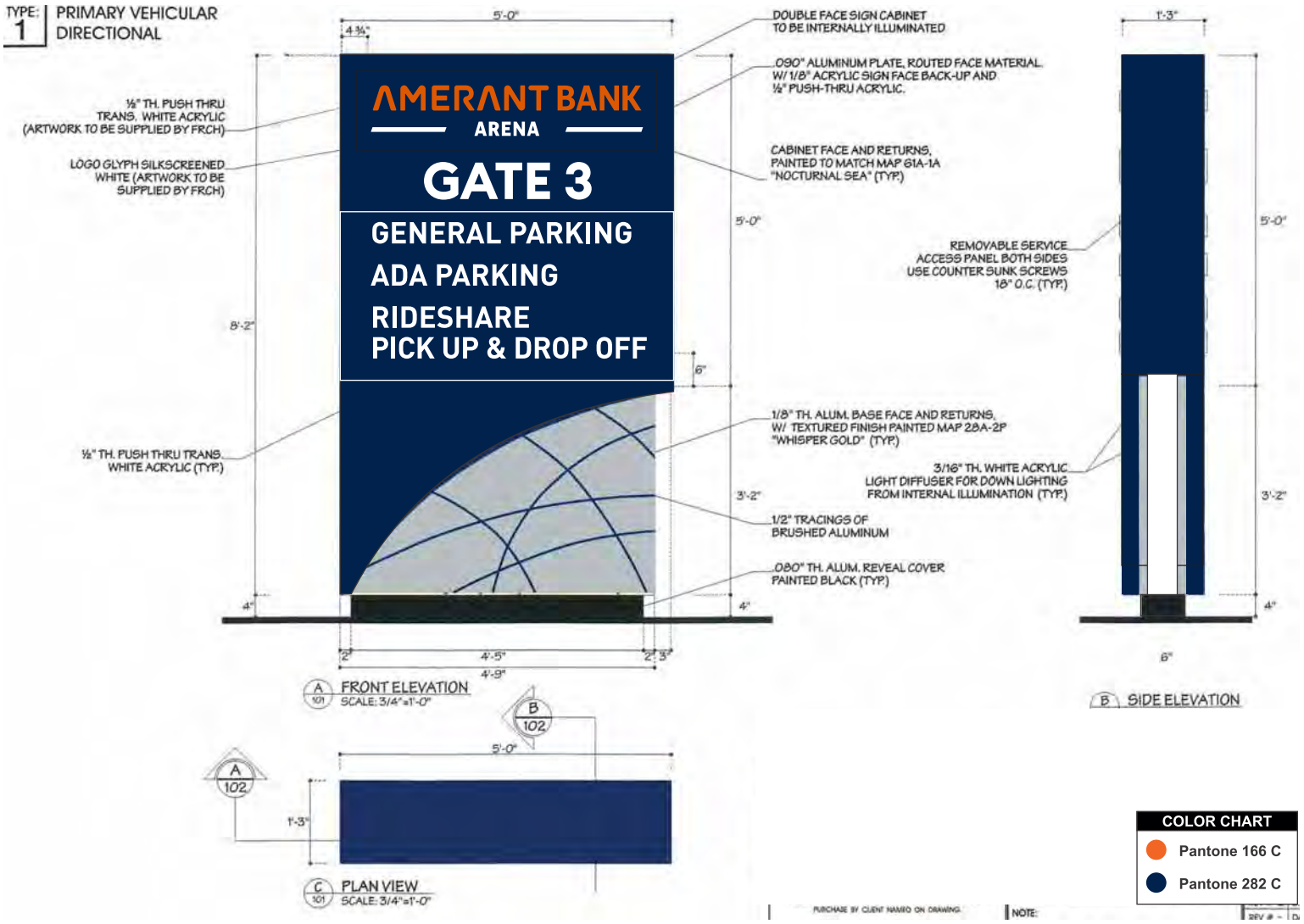
Gate Monument signs



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SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Gate Monument sign

Concrete base
Paint white

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 1 - MONTHUMENT SIGN REFACE

SCALE ¾″: 1′ -0″ -

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Gate Monument sign

NOTE: THIS GATE SIGN IS NON-ILLUMINATED. WILL PAINT EXISTING PANELS AND APPLY REFLECTIVE VINYL TO FACES

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 2 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Gate Monument sign

Concrete base
Paint white

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 3 - MONUMENT SIGN REFACE

SCALE: ¾″=1′-0″

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Gate Monument sign

Concrete base
Paint white

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 4 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

Gate Monument sign

SIDE A

Concrete base
Paint white

SIDE B

SIDE C SIDE D

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 5 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

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SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

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Gate Monument sign

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 6 - MONUMENT SIGN REFACE

SCALE: ¾″=1′-0″

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SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

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Gate Monument sign

Concrete base
Paint white

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 7 - MONUMENT SIGN REFACE

SCALE: ¾″=1′-0″

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

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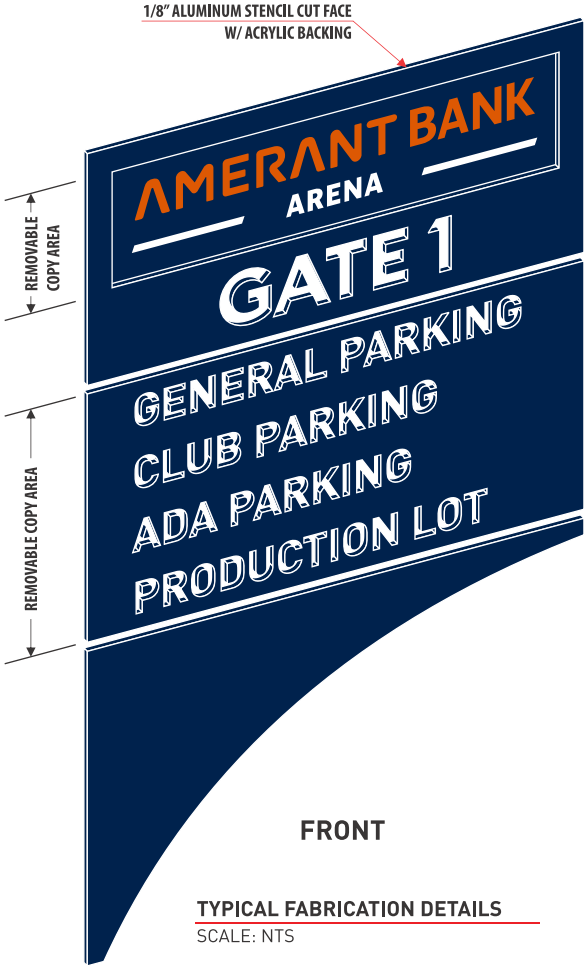
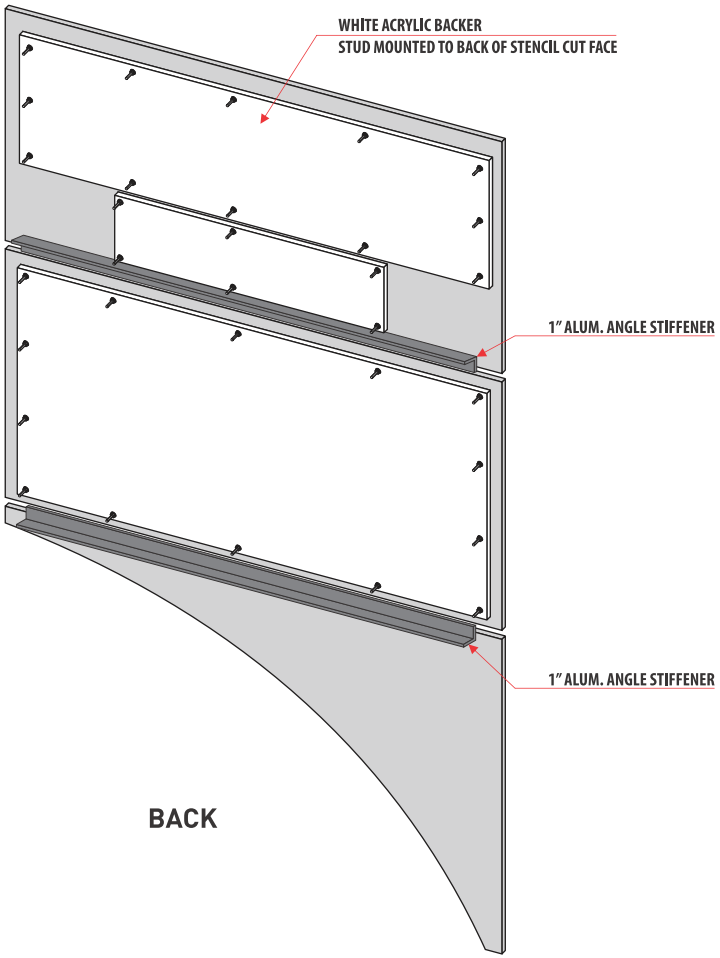
Gate Monument sign Reface



FRONT



BACK

TYPICAL FABRICATION DETAILS
SCALE: NTS

COLOR CHART
Pantone 166 C
Pantone 282 C

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER: JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

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FLORIDA PANTHERS HOCKEY CLUB, LTD.

Special Events / Seasonal Banners & Window Graphics

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SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

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AMERANT BANK ARENA

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Entrance Exterior Side Banners

Front View Right Side

Front view Left Side

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SUNRISE, FL 33323

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SCALE:	LIGHTING:

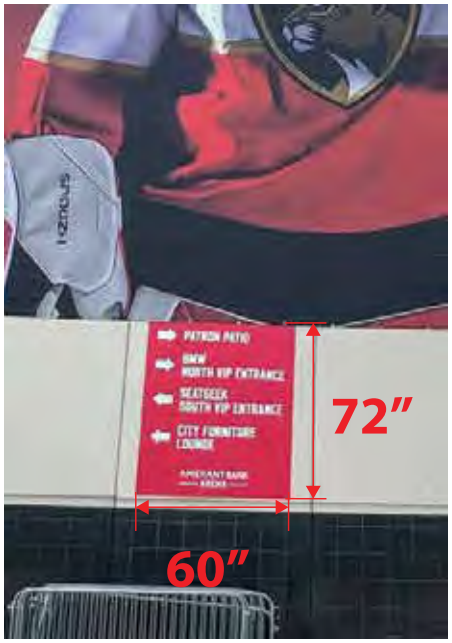
DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Entrance Exterior Side Banners

Front View Right Side



Front view Left Side

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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8/27/24	JESUS DURAN
SCALE:	LIGHTING:

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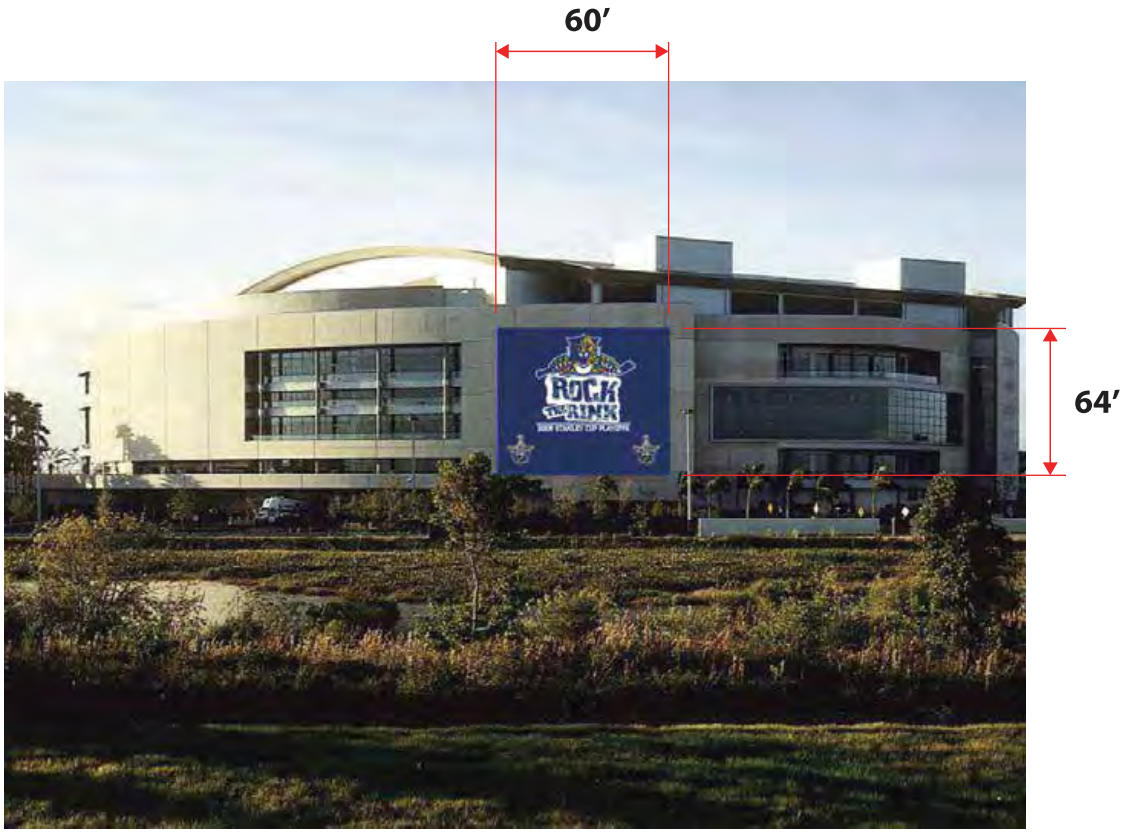
AMERANT BANK ARENA

Special Event Northwest Side Banners



Dimensions:
60’ W X 64’ H
Graphics on 3M Vinyl

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

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Main Entrance 3M film Window Graphics

Graphics on
3M 60/40 Perforated vinyl
printed CMYK color

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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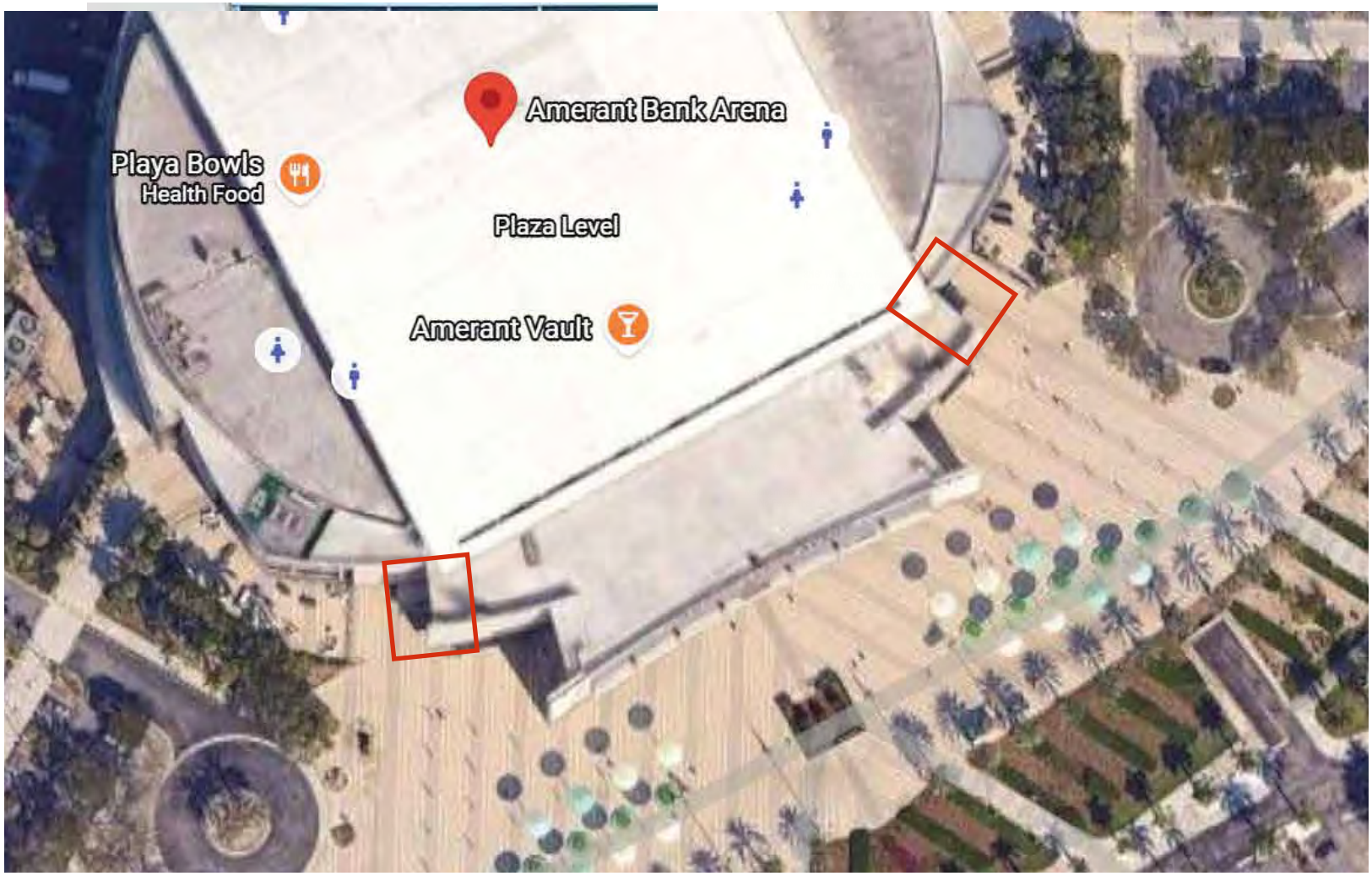
SCALE:	LIGHTING:

DISCLAIMER

SEATGEEK Top Window graphics



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SUNRISE, FL 33323

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SCALE:	LIGHTING:

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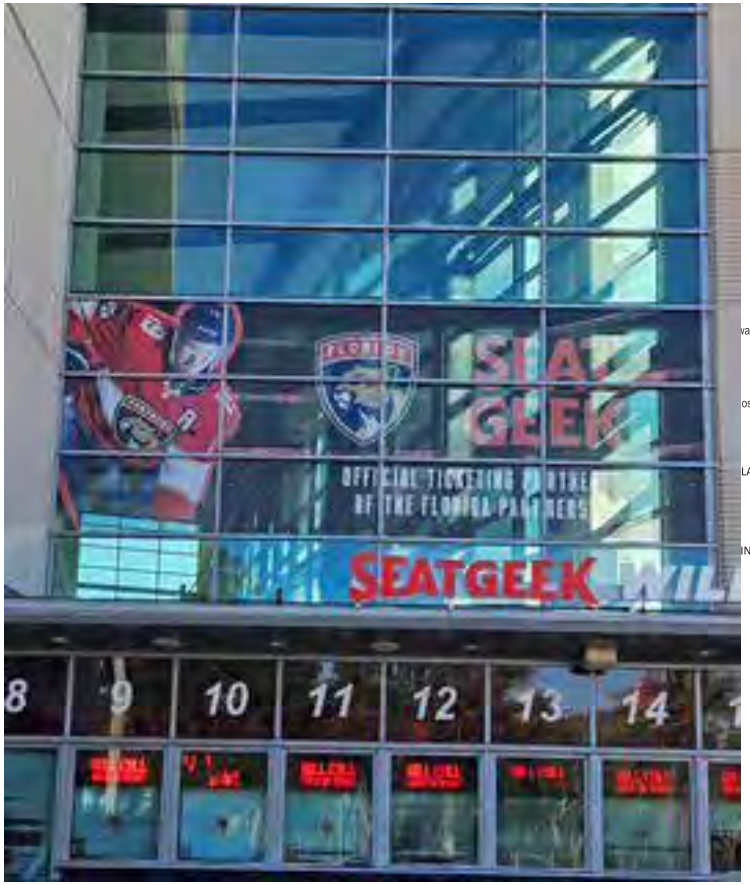
SEATGEEK Top Window graphics



3M 60/40 Window graphics
Size: 31' FT x 9' FT

Qty: (2)

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

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Outdoor Double Sided Pole Banners (Staircase)

Size may vary
4 Staircases, 4 Banners Each

TOTAL: (16)

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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Outdoor Double Sided Pole Banners

Size may vary

TOTAL: (44)

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ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Exterior Gobo Graphic Projection Sign

35’

Projectors will be on from 6pm-10pm on event days only.

Images Cycle Through Every Minute

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

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AMERANT BANK ARENA

Proposed Double Sided Event Pole Banners

LOCATION:
Panther Parkway & 136th Street

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SUNRISE, FL 33323

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SCALE:	LIGHTING:

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FLORIDA PANTHERS HOCKEY CLUB, LTD.

Tunnel Signs

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SUNRISE, FL 33323

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SCALE:	LIGHTING:

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Tunnel Signs

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ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE:	DESIGNER:
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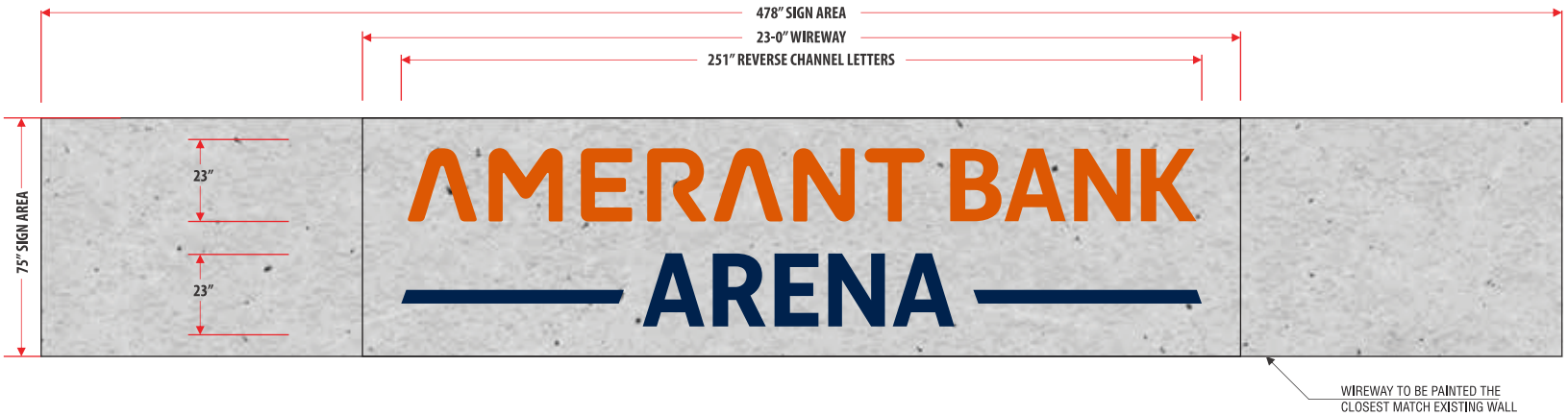
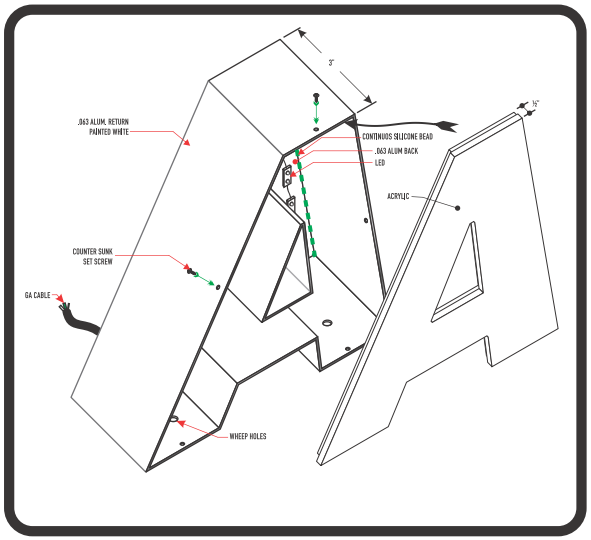
SCALE:	LIGHTING:

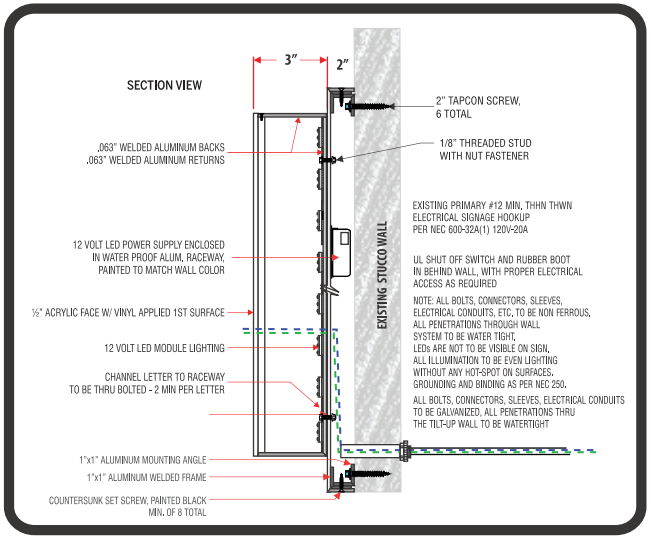
DISCLAIMER

Tunnel Sign 1





TRIMLESS CHANNEL LETTER DETAIL



FACE LIT, TRIMLESS CHANNEL LETTERS ATTACHED TO A FULL SIZE WIREWAY

COLOR CHART

- Pantone 166 C
- Pantone 282 C

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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SCALE:	LIGHTING:

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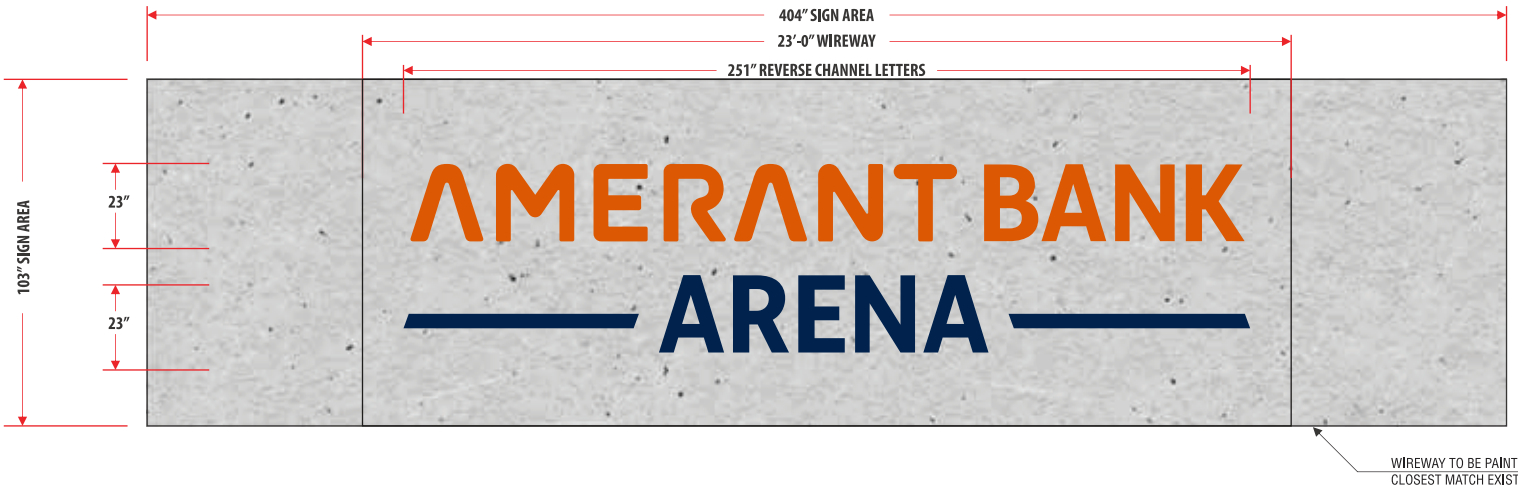
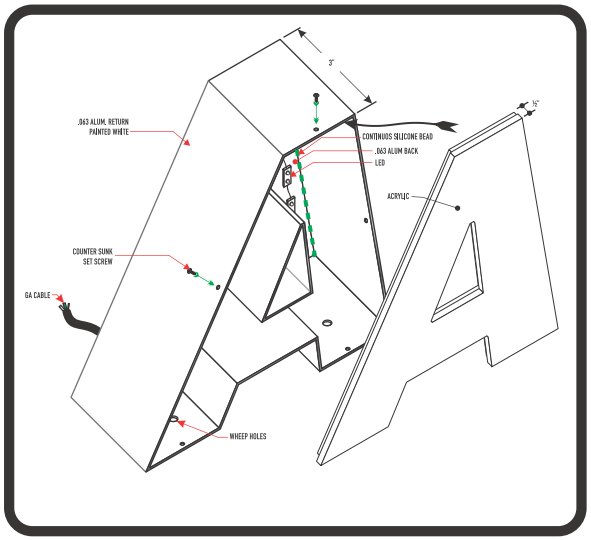
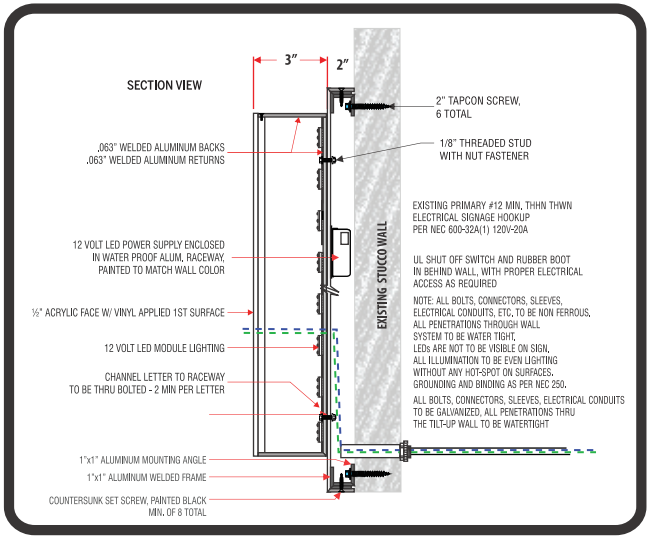
AMERANT BANK ARENA

Tunnel Sign 2





TRIMLESS CHANNEL LETTER DETAIL



FACE LIT, TRIMLESS CHANNEL LETTERS ATTACHED TO A FULL SIZE WIREWAY

COLOR CHART

- Pantone 166 C
- Pantone 282 C

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SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Attached To Building Exterior Signage

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SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

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Pantherland

Front lit LED Channel Letters reading PANTHERLAND

Back will be .080 aluminum
Returns painted Red- 0.63 aluminum
Faces 3/16" white acrylic
Raceway 12" tall x 235"

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

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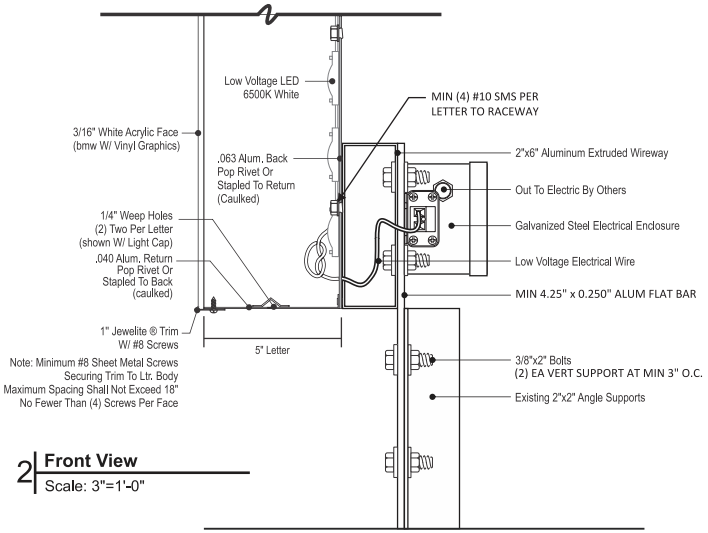
Publix Entrance

Total Sq Ft 16’



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SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

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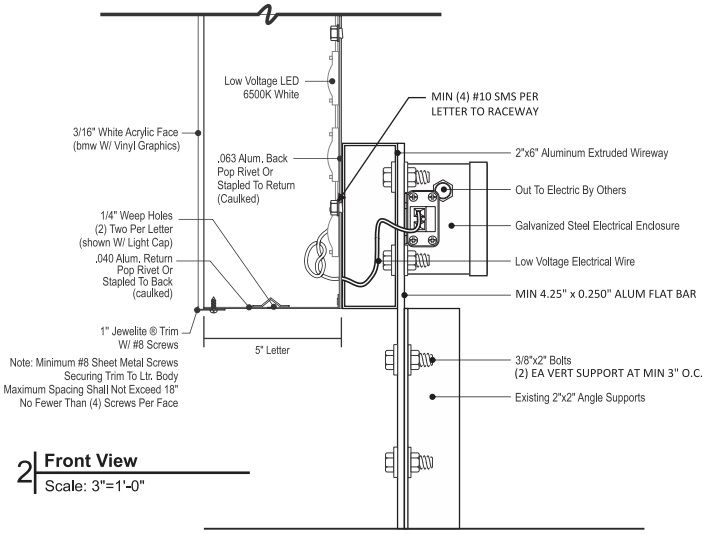
SEATGEEK Entrance

Total Sq Ft 28'



2 Front View
Scale: 3"=1'-0"

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ONE PANTHER PARKWAY
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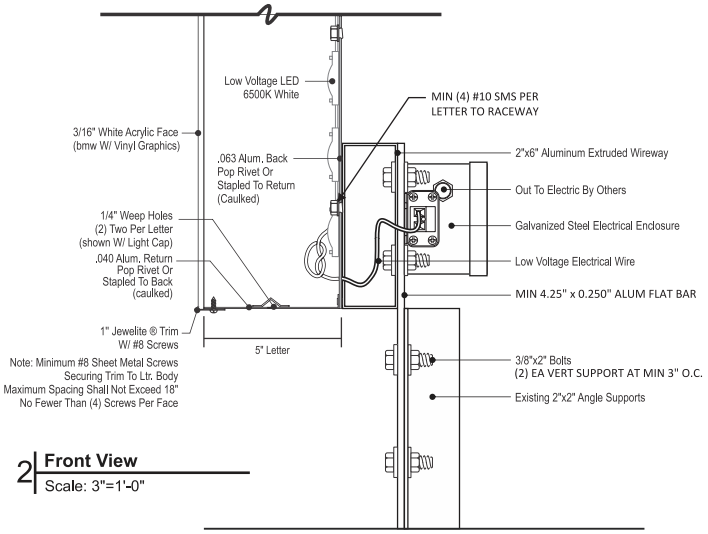
SCALE:	LIGHTING:

DISCLAIMER

SEATGEEK Will Call

Total Sq Ft 28'



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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
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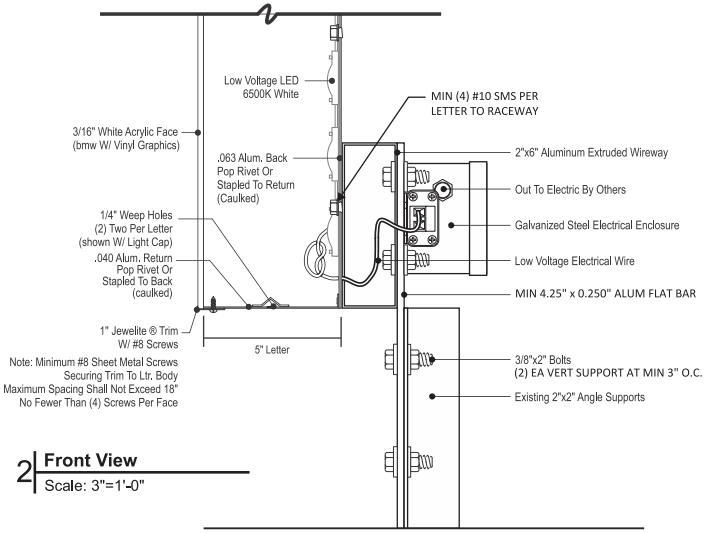
SCALE:	LIGHTING:

DISCLAIMER

SEATGEEK Box Office

Total Sq Ft 28'



2 **Front View**
Scale: 3"=1'-0"

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

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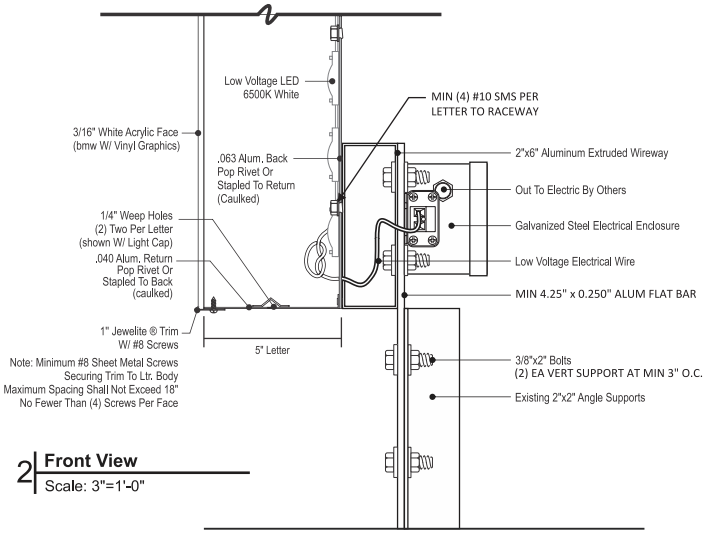
BMW Entrance

Total Sq Ft 21′-4″



2 **Front View**
Scale: 3"=1'-0"

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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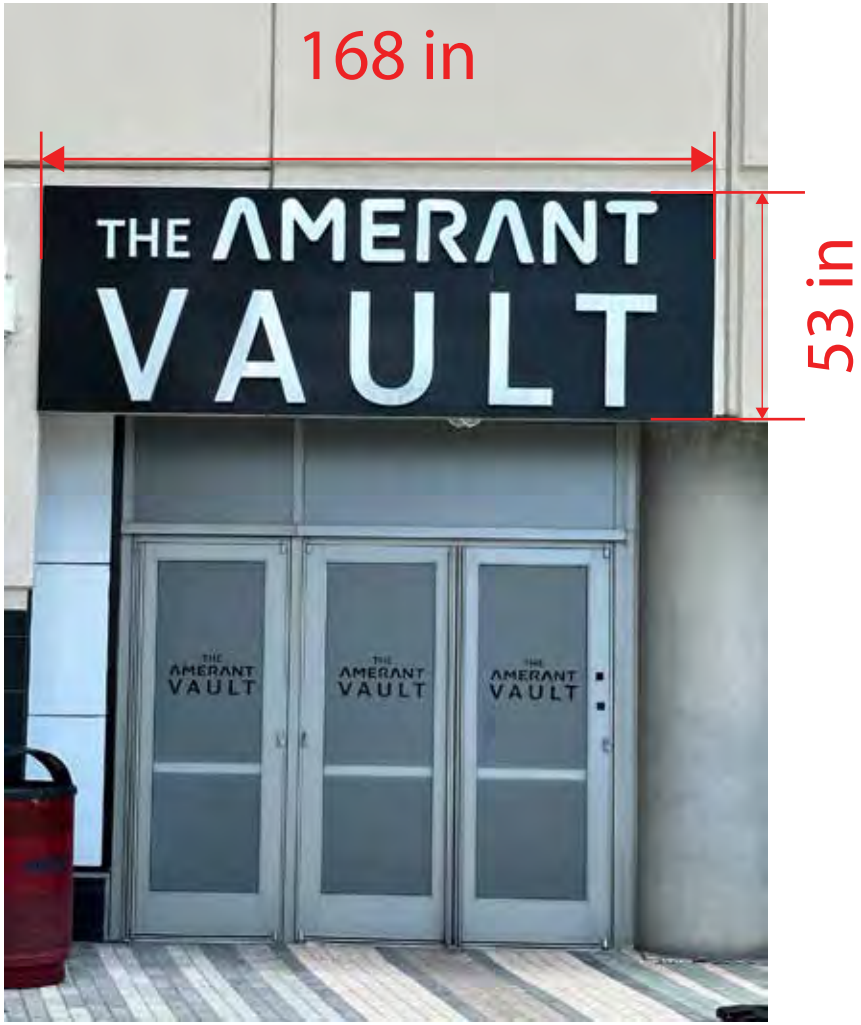
SCALE:	LIGHTING:

DISCLAIMER

The Amerant VAULT



Total sq Ft 61′-8″

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SUNRISE, FL 33323

DATE:	DESIGNER:
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SCALE:	LIGHTING:

DISCLAIMER

Amerant Bank Arena Offices

Amerant Bank Arena Offices
.080 Aluminum
96” W X 24” H

Offices
3/16” Clear Acrylic
Text Height 9”
72” W X 12” H

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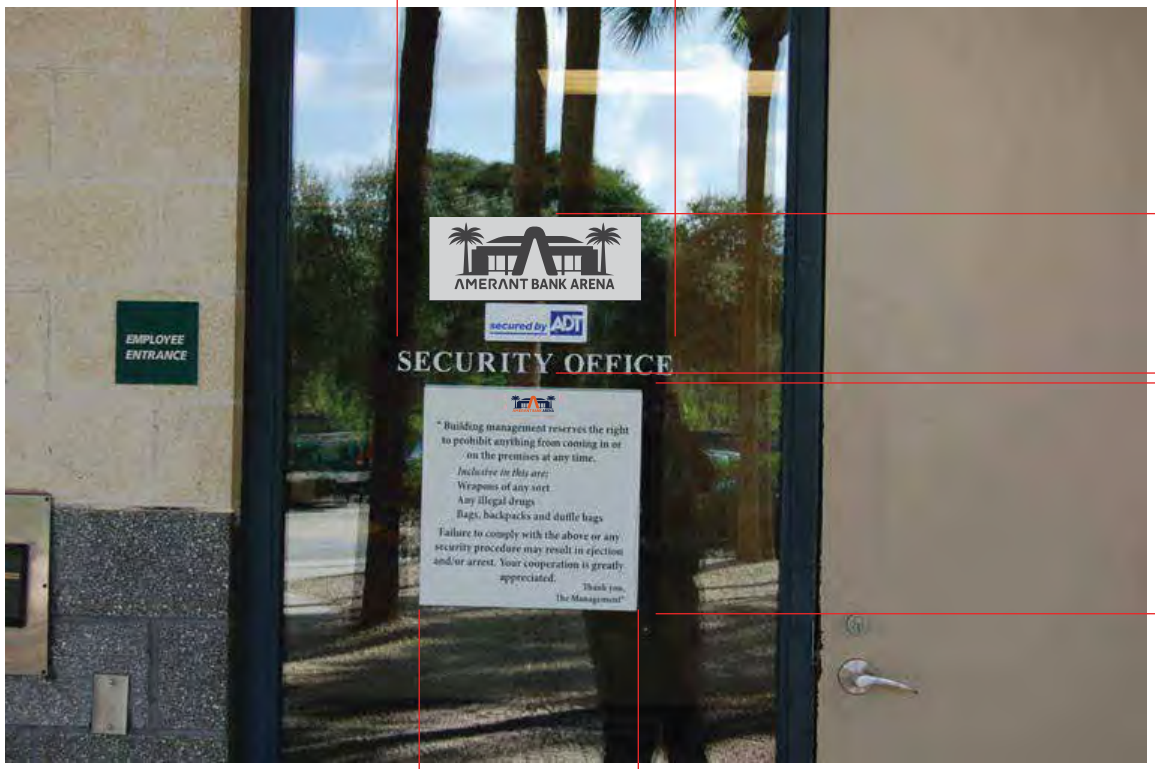
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

SECURITY OFFICE Door Window Sig



Die-cut Vinyl Letters & Logos
20″ X 13″
White Cut Vinyl Top Of Doors
16″ X 16″

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

WHITE CUT VINYL - ALL DOORS AND ABOVE DOORS

White Cut Vinyl On Doors
20″ X 29″
White Cut Vinyl Top Of Doors
72″ X 36″

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

WINDOW FROSTED CRYSTAL VINYL LOGO
WHITE VINYL LOGO

LEXUS LOGO DIMENSIONS: 41″W X 6″H
ADT LOGO: 15″W X 3″H

TOTAL: (4)

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Main Entrance Single Under Awnin

315.5” W X 104.75”
3M Scotchprint Graphics
On 3M Vinyl

TOTAL: (6)

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

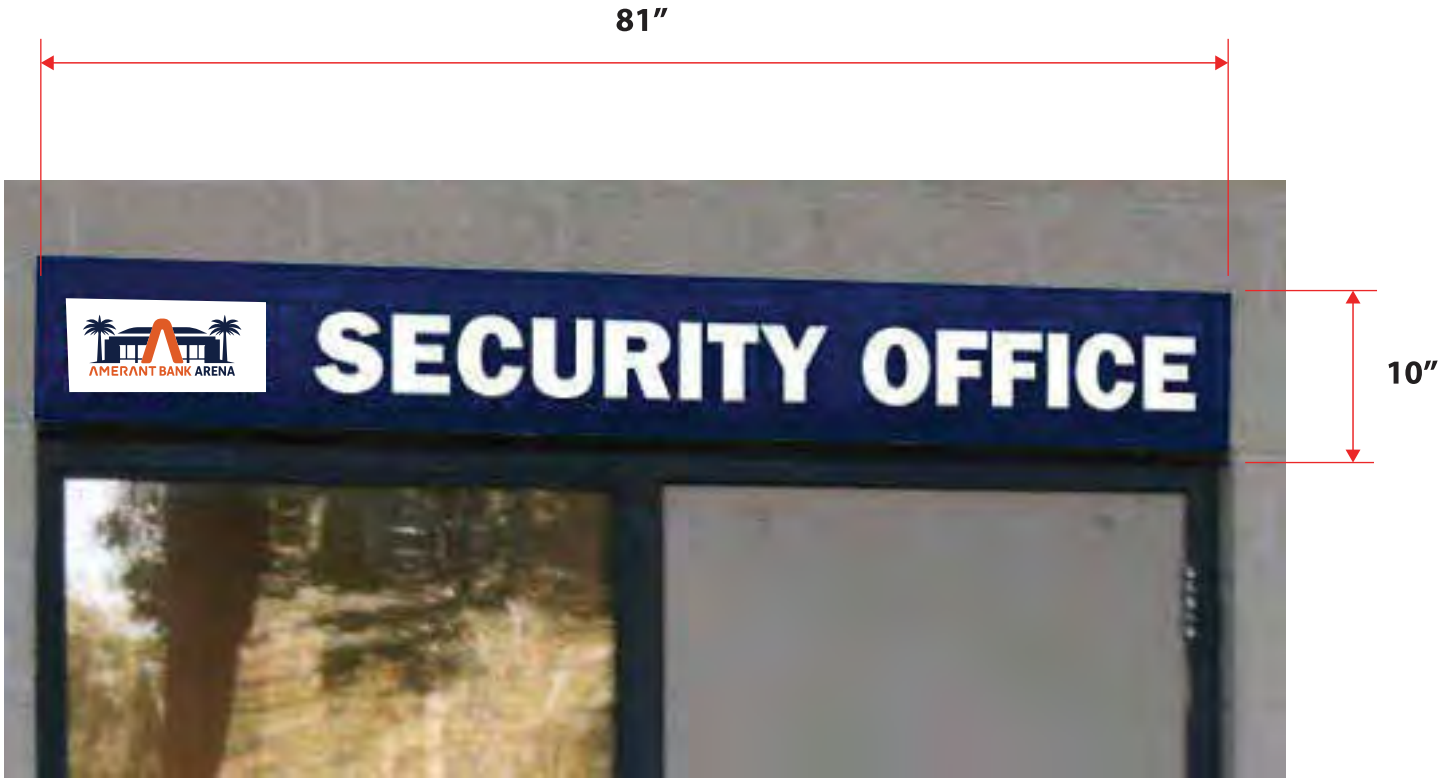
Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Flat Aluminum Wall Sign - “SECURITY OFFICE”



Dimensions: 81” W X 10” H
.080 Aluminum
Mounted To Wall With Tapcons: 12” O.c.

TOTAL: (1)

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

EAST & SOUTHWEST PATIOS

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Patio Outdoor Signs
EAST & SOUTHWEST

Channel Letters

TOTAL: (1) EAST & (1) SOUTHWEST

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

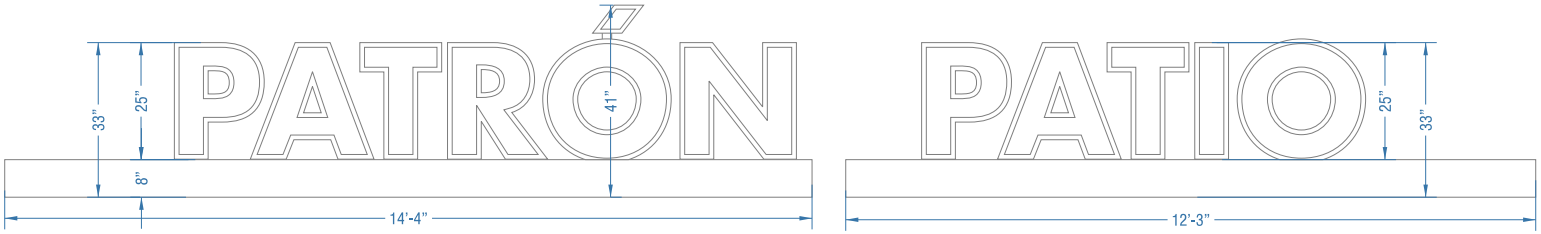
DISCLAIMER

PATIO
EAST & SOUTHWEST

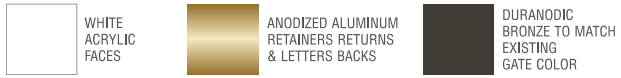
PROPOSAL FOR GATE ENTRANCE SIGN
11/01/2022

SIGN PROPOSED - ELEVATION
OPTION 2

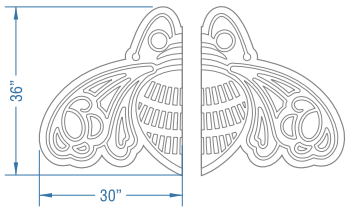
INDIVIDUALLY ILLUMINATED **PLEX FACE** CHANNEL LETTERS ON A BOTTOM RACEWAY TO MATCH GATE COLOR

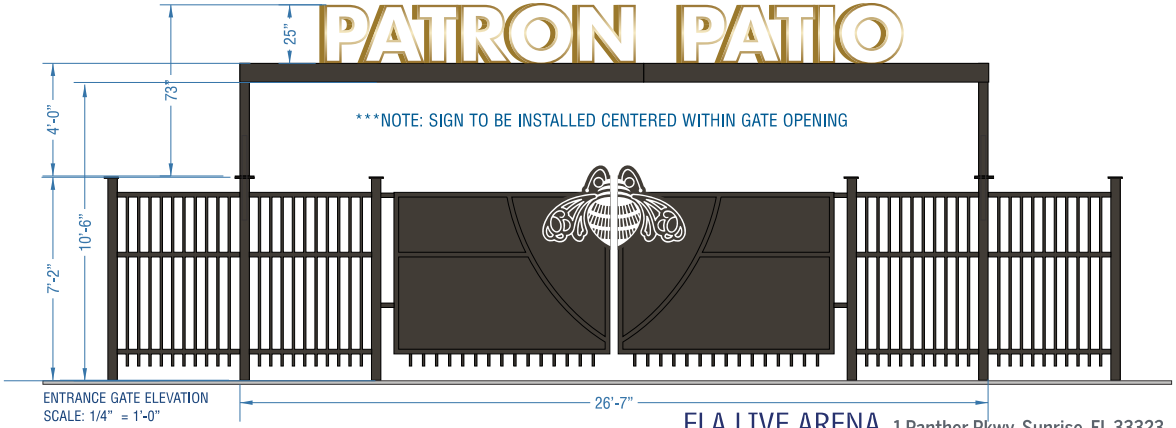


SCALE: 1/2" = 1'-0" SQUARE FOOTAGE: 46.22



NON ILLUMINATED .125" ROUTED OUT EMBLEM
TO BE SECURED TO EACH SIDE OF ENTRANCE GATES





ENTRANCE GATE ELEVATION
SCALE: 1/4" = 1'-0"

FLA LIVE ARENA 1 Panther Pkwy, Sunrise, FL 33323

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

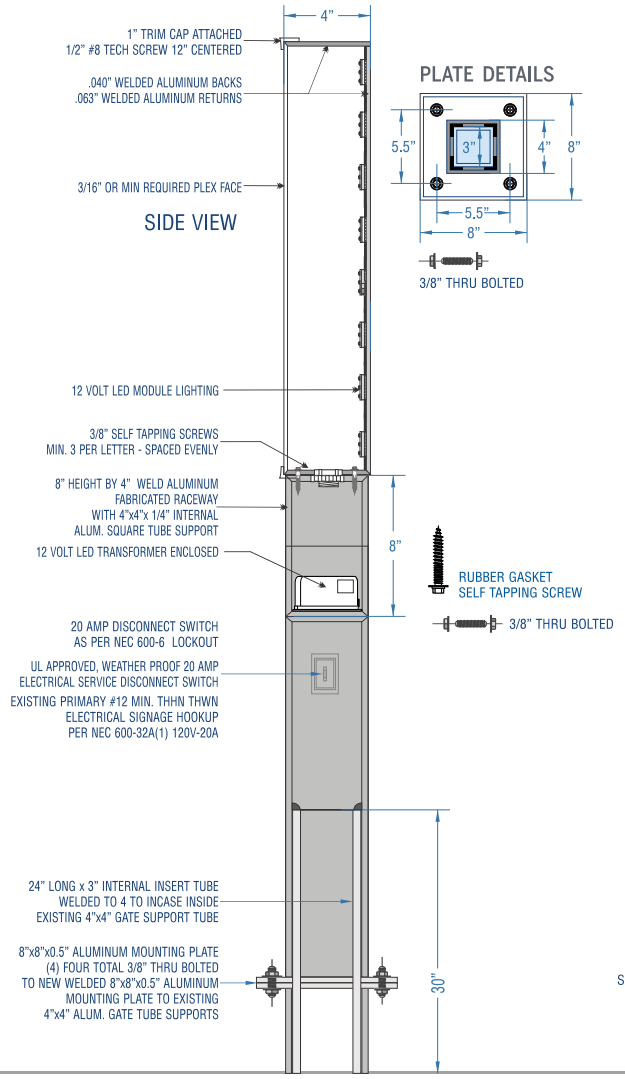
AMERANT BANK ARENA

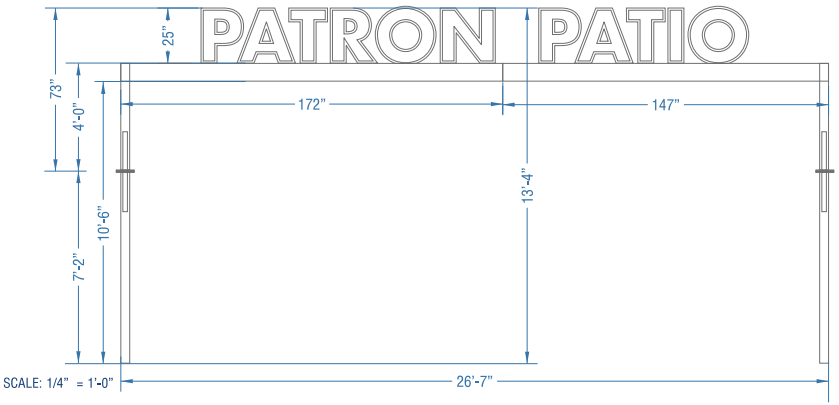
AMERANT BANK ARENA

PATIO
EAST & SOUTHWEST

STRUCTURAL INFORMATION

PROPOSAL FOR EXTERIOR MAIN ID SIGN
04/08/2022





FLA LIVE ARENA 1 Panther Pkwy, Sunrise, FL 33323

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

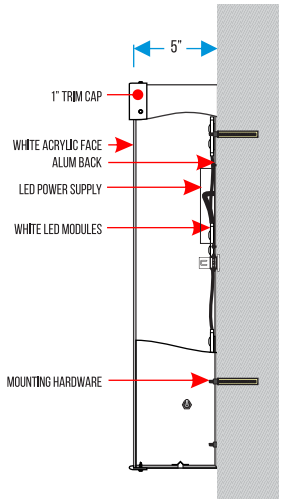
Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Patio Outdoor Signs
EAST



SECTION VIEW

ILLUMINATED CHANNEL LETTER and/or VINYL COPY ON EXISTING FACADE

TOTAL: (2) EAST **LOCATIONS NOT TO EXCEED 49' WIDE X 40" TALL OF SIGN AREA EACH**

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

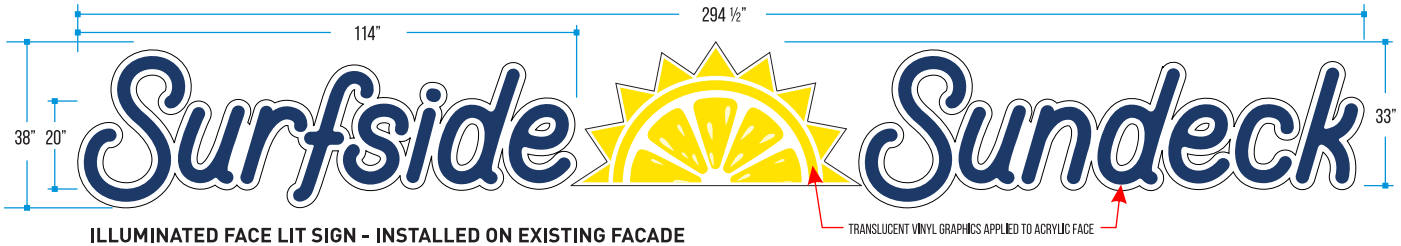
Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

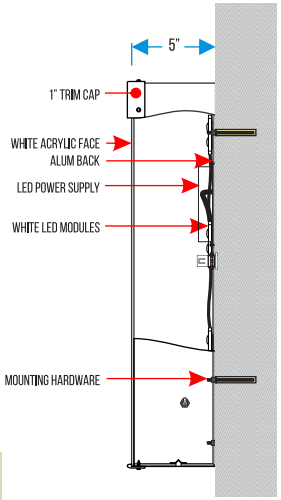
DISCLAIMER

Patio Outdoor Signs
SOUTHWEST



ILLUMINATED FACE LIT SIGN - INSTALLED ON EXISTING FACADE

SCALE: NTS



SECTION VIEW

ILLUMINATED CHANNEL LETTER and/or VINYL COPY ON EXISTING FACADE

TOTAL: (2) EAST **LOCATIONS NOT TO EXCEED 49' WIDE X 40" TALL OF SIGN AREA EACH**

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Patio Outdoor Signs
EAST & SOUTHWEST

13 oz Baner material
attached to (2) 4x4 Post with heavy duty Zipties
Size: 52' FT x 5' FT

TOTAL: (6)

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

Flat Roof Arena

Approximate Less than 17,000 Sq Ft Painted

COLOR CHART
Pantone 166 C
Pantone 282 C

Metro Group Miami
1220 South State Road 7
Hollywood, Florida 33023
954.983.6662
metrogroupmiami.com

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE:	DESIGNER:
8/27/24	JESUS DURAN
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Letter of Intent

03-19-2026

To Whom It May Concern,

This Letter of Intent is to formally communicate our intent to modify the current Uniform Signage Plan (USP) with respect to signage specifications at the east and southwest patios.

Specifically, we propose to revise the design specification for the wall sign located at the typical locations illustrated on pages 75–76 of the current USP. The existing specification identifies the sign type as "3M Printable Vinyl."

We intend to modify this specification to allow for either **"3M Printable Vinyl" or "Illuminated Channel Letters."**

This proposed change is intended to provide greater flexibility in design while maintaining consistency with the overall aesthetic and intent of the signage program.

All other provisions of the current USP shall remain unchanged.

We appreciate your consideration of this modification and look forward to your feedback.

Sincerely,
Daniel Beal
Director of Engineering & Electrical
Arena Operating Company

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Agreement

Item Number: 16A **Meeting Date:** 4/14/2026

City Reference Number (C#): C26102

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Settlement Agreement" between the City of Sunrise, West Construction, Inc., and Philadelphia Indemnity Insurance Company; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26102
Settlement Agreement

Background:
In 2024 the City of Sunrise filed three lawsuits against West Construction, Inc. and its surety, Philadelphia Indemnity Insurance Company, for damages arising from the construction projects known as the Veteran's Memorial Park Project, the Welleby Park Expansion Project, and the Senior Center Renovation and Addition Project. A fourth project, the Pine Island Athletic Complex Project, was the subject of an earlier lawsuit filed by West Construction, Inc. that was dismissed.

The City, West Construction, Inc., and Philadelphia Indemnity Insurance Company have negotiated and prepared the attached Settlement Agreement to fully resolve and settle all claims and disputes relating to the three lawsuits and the Pine Island Athletic Complex Project.

The terms of the Settlement Agreement include total payment of Two Million Seven Hundred and Sixty Thousand Dollars ($2,760,000) from West Construction, Inc. to the City, with an up-front payment of Nine Hundred and Sixty Thousand Dollars ($960,000), and monthly payments of One Hundred Thousand Dollars ($100,000) thereafter. The surety, Philadelphia Indemnity Insurance Company, is liable for the full amount of the settlement in the event West Construction, Inc. fails to pay the City. The Court retains jurisdiction to enforce the terms of the Settlement Agreement.

The Settlement Agreement contains a provision whereby West Construction, Inc., and any entity with a common ownership interest, voluntarily agrees to not perform work in the future for the City.

City staff is requesting Commission approval of the Settlement Agreement.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "SETTLEMENT AGREEMENT" BETWEEN THE CITY OF SUNRISE, WEST CONSTRUCTION, INC., AND PHILADELPHIA INDEMNITY INSURANCE COMPANY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2024, the City of Sunrise filed three lawsuits against West Construction, Inc. and its surety, Philadelphia Indemnity Insurance Company, for damages arising from the construction projects known as the Veteran's Memorial Park Project, the Welleby Park Expansion Project, and the Senior Center Renovation and Addition Project; and

WHEREAS, a fourth project, the Pine Island Athletic Complex Project, was the subject of an earlier lawsuit filed by West Construction, Inc. that was dismissed; and

WHEREAS, the City of Sunrise, West Construction, Inc. and Philadelphia Indemnity Insurance Company wish to fully settle and resolve all claims, counterclaims, and disputes between them relating to the three lawsuits and the Pine Island Athletic Complex Project; and

WHEREAS, the parties have negotiated and prepared a Settlement Agreement setting forth their respective rights and obligations.

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

Section 1. The "Settlement Agreement" between the City of Sunrise, West Construction, Inc., and Philadelphia Indemnity Insurance Company is hereby approved. A copy of the Settlement Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to sign the Settlement Agreement.

Section 3. City staff is hereby authorized to take all actions necessary to fully perform the Settlement Agreement.

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

Exhibit A

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CITY OF SUNRISE,

Plaintiff, Case No.: CACE-24-017614

v.

WEST CONSTRUCTION, INC. and PHILADELPHIA INDEMNITY INSURANCE COMPANY,

Defendants.
_____/

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CITY OF SUNRISE,

Plaintiff, Case No.: CACE-24-017627

v.

WEST CONSTRUCTION, INC. and PHILADELPHIA INDEMNITY INSURANCE COMPANY,

Defendants.
_____/

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CITY OF SUNRISE,

Plaintiff, Case No.: CACE-24-017669

v.

WEST CONSTRUCTION, INC. and PHILADELPHIA INDEMNITY INSURANCE COMPANY,

Defendants.
_____/

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between City of Sunrise, on the one hand, and West Construction, Inc. and Philadelphia Indemnity Insurance Company, on the other hand. City of Sunrise, West Construction, Inc. and Philadelphia Indemnity Insurance Company are collectively referred to herein as the "Parties." The effective date of this Agreement shall be the date on which the last signature is affixed below ("Effective Date").

RECITALS

WHEREAS, the Parties wish to fully resolve all disputes between them relating to the above-captioned three Lawsuits and the Pine Island Athletic Complex Project (which was not a separate lawsuit) (hereinafter collectively referred to as the "Three Lawsuits"), including the three Complaints and the associated Answers and Affirmative Defenses and Avoidances and Counterclaims regarding the following City of Sunrise Projects and Contracts (collectively the "Projects and Contracts"): a) the Project and Contract by City of Sunrise with West Construction, Inc. for the construction of the Project located in the City of Sunrise, Florida known as Veteran's Memorial Park; b) the Project and Contract by City of Sunrise with West Construction, Inc. for the construction of the Project located in the City of Sunrise, Florida known as Welleby Park Expansion Project; c) the Project and Contract by City of Sunrise with West Construction, Inc. for the construction of the Project located in the City of Sunrise, Florida known as Senior Center Renovation and Addition; and (d) the Project and Contract by the City of Sunrise with West Construction, Inc. for the Project located in the City of Sunrise, Florida known as the Pine Island Athletic Complex.

NOW, THEREFORE, in consideration of the mutual benefits to be gained by this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, IT IS HEREBY AGREED as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein.

2. **Settlement Payment**. As consideration for this Agreement, and to fully resolve all claims between the City of Sunrise, West Construction, Inc., and Philadelphia Indemnity Insurance Company in the above-referenced Three Lawsuits and the Projects and Contracts (including the Pine Island Athletic Complex Project), West Construction, Inc. shall pay the City of Sunrise the total amount of Two Million, Seven Hundred and Sixty Thousand Dollars ($2,760,000.00), hereinafter referred to as the "Discounted Settlement Sum", by delivery by overnight mail of bank checks payable to the City of Sunrise and timely received by the City of Sunrise at the offices of its City Manager, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 as follows:

   a. Nine Hundred and Sixty Thousand Dollars ($960,000.00) to be paid by West Construction, Inc. to the City of Sunrise no later than three (3) business days after the Effective Date of this Agreement; and

   b. Eighteen (18) monthly payments to be paid by West Construction, Inc. to the City of Sunrise no later than the first day of each month (starting June 1, 2026) of One Hundred Thousand Dollars ($100,000.00).

   c. Should West Construction, Inc. fail to timely delivery any of the payments required by this Agreement as referenced above, then the City of Sunrise shall provide West Construction, Inc. with written notice of its default by sending an e-mail notice of the default to West Construction, Inc.'s attorneys Bruce Loren, bloren@lorenkeanlaw.com and Kyle Ohlenschlaeger, kohlenschlaeger@lorenkeanlaw.com, which shall provide West Construction, Inc.

with the right to cure its default, which must be cured within twenty (20) consecutive days of the date of service of the notice of default. Should West Construction, Inc. fail to timely cure the default, the City of Sunrise shall be entitled to the immediate entry of a Final Judgment in Broward County Circuit Court Case No. CACE-24-017614 against West Construction, Inc. for the full undiscounted amount of Three Million, Two Hundred and Sixty Thousand Dollars ($3,260,000.00), hereinafter referred to as the "Undiscounted Settlement Sum" [1], less payments made, together with pre-judgment interest at the statutory interest rate for the unpaid Undiscounted Settlement Sum from the date of the failure to timely make payment, and attorney fees incurred in the enforcement of this Agreement. West Construction, Inc. knowingly and voluntarily waives any right to notice, hearing, trial, or further adjudication prior to the entry of such Final Judgment and agrees that such Final Judgment may be entered without notice or hearing upon affidavit of default.

3. Philadelphia Indemnity Insurance Company hereby promises and agrees that if West Construction, Inc. fails to cure any default as prescribed in Paragraph 2 above, Philadelphia Indemnity Insurance Company shall be liable for the amount of the Final Judgment referenced in Paragraph 2 above, and waives any defenses related to same except for payment. The City of Sunrise shall provide Philadelphia Indemnity Insurance Company with written notice of West Construction, Inc.'s default simultaneously with the notice of default provided to West Construction, Inc. referenced in Paragraph 2 above by sending an e-mail notice of the default to Philadelphia Indemnity Insurance Company's attorney Ty G. Thompson,

[1] The Undiscounted Settlement Sum is not a penalty but more represents the actual total damages sought by the City in the Three Lawsuits

tthompson@pdtlegal.com, which shall provide Philadelphia Indemnity Insurance Company the right to cure West Construction, Inc.'s default if the cure is performed within the twenty (20) day consecutive cure period by delivery of the required payment by bank check payable to the City of Sunrise pursuant to the instructions in Paragraph 2 above.

4. Upon receipt and clearance of the initial payment of Settlement Sum of Nine Hundred and Sixty Thousand Dollars ($960,000.00) as required above, City of Sunrise, West Construction, Inc. and Philadelphia Indemnity Insurance Company agree to file a Joint Notice of Dismissal with Prejudice of the claims between them only in each of the Three Lawsuits, with the parties reserving their right to seek enforcement in the Lawsuits of the terms of this Agreement as well as the City of Sunrise's right to enforce payment of the remaining Settlement Sum and other provisions of this Agreement as necessary. The Circuit Court shall retain jurisdiction to enforce the terms of this Agreement. These dismissals shall have no effect on other claims pending between other parties to the Three Lawsuits.

5. West Construction, Inc. shall indemnify, defend and hold harmless the City of Sunrise and its officers and employees, from any and all liabilities, damages, losses, claims, costs, and suits of any kind initiated by any and all third party defendants in West Construction, Inc.'s Three Lawsuits in the event that West Construction, Inc. pursues and/or continues to maintain any legal action against third parties and the third parties commence a legal proceeding against the City of Sunrise and/or its officers and employees arising out of and in connection with West Construction, Inc.'s pursuit of the referenced Three Lawsuits.

6. West Construction, Inc. and its affiliates and all entities of which Matthew West has an ownership interest have voluntarily chosen not to perform work in the future for the City of Sunrise. As such, the City of Sunrise may treat any bid or proposal from West Construction, Inc.

and its affiliates and all entities of which Matthew West has an ownership interest to perform work in the future for the City of Sunrise as null and void.

7. The City of Sunrise and West Construction, Inc. each have claims between them, and they each dispute the claims of the other, but the City of Sunrise and West Construction, Inc. agree to settle the Three Lawsuits and the above referenced Projects and Contracts (including the Pine Island Athletic Complex Project) because of the cost of litigation.

8. With the exception of the right of the parties to enforce the terms of this Agreement, the Parties hereby agree and covenant, on behalf of themselves and their present and former officers, directors, affiliates, parent companies, subsidiaries, related companies, shareholders, owners, members, managers, partners, employees, agents, representatives, attorneys, insurers, contractors, successors, predecessors, and assigns (collectively, the "Releasors"), to remise, release and forever discharge, and covenant not to sue each other and, as applicable, each of their respective present and former officers, directors, affiliates, parent companies, subsidiaries, related companies, shareholders, owners, members, managers, partners, employees, agents, representatives, attorneys, insurers, contractors, successors, predecessors, and assigns, and all other persons and/or entities acting on their behalf to the extent such claims are derivative of or arise solely from the matters released herein, from and in respect to any and all suits, debts, claims (whether asserted or unasserted), counterclaims, complaints, demands, losses, liabilities, subrogation, indemnifications, damages, including, but not limited to, compensatory damages, consequential damages, incidental damages, punitive damages, attorneys' fees and costs, allegations, proceedings, causes of action and requests for relief and any other potential claims, sums of money, accounts, liens, specialties, covenants, contracts, controversies, rights and liabilities, of whatever kind or nature, whether based on any foreign, federal, state or local law, the common law, equity, or other right of action, direct, indirect, derivative or representative in nature,

or wrong doings of any kind or character whatsoever, whether the facts on which the same may be based are now known or unknown, latent or patent, that arise from or in any way relate to the claims and allegations raised in the Three Lawsuits and/or the above-referenced Projects and Contracts (including the Pine Island Athletic Complex Project). Notwithstanding anything contained herein to the contrary, nothing herein is intended to, nor shall it modify, alter, in any way amend, or supersede Philadelphia Indemnity Insurance Company's rights under any indemnity agreement. Philadelphia Indemnity Insurance Company does not release, relinquish or waive any claim, right or cause of action it has or may have against West Construction, Inc. or any other person, firm, or entity related to any indemnity agreement. Nothing herein shall be construed as releasing claims that cannot be released as a matter of Florida law.

9. In addition, the City of Sunrise agrees and covenants to remise, release and forever discharge, and covenant not to sue any subcontractor, suppliers or consultants, architects, engineers and each of their respective present and former officers, directors, affiliates, parent companies, subsidiaries, related companies, shareholders, owners, members, managers, partners, employees, agents, representatives, attorneys, insurers, contractors, successors, predecessors, and assigns from and in respect to any and all suits, debts, claims (whether asserted or unasserted), counterclaims, complaints, demands, losses, liabilities, subrogation, indemnifications, damages, including, but not limited to, compensatory damages, consequential damages, incidental damages, punitive damages, attorneys' fees and costs, allegations, proceedings, causes of action and requests for relief and any other potential claims, sums of money, accounts, liens, specialties, covenants, contracts, controversies, rights and liabilities, of whatever kind or nature, whether based on any foreign, federal, state or local law, the common law, equity, or other right of action, direct, indirect, derivative or representative in nature, that arise from or in any way relate to the work in the Three

Lawsuits and the above-referenced Projects and Contracts (including the Pine Island Athletic Complex Project).

10. Notwithstanding any other provision of this Agreement, West Construction, Inc. and Philadelphia Indemnity Insurance Company agree that the release provisions of this Agreement do not include or in any way modify or limit the General Indemnity Agreement including any and all amendments thereto, Collateral Receipt and Agreement, and/or any mortgages (collectively the "Surety Agreements" executed from time to time by West Construction, Inc. and others in favor of Philadelphia Indemnity Insurance Company. West Construction, Inc. and Philadelphia Indemnity Insurance Company agree that, to the extent legally enforceable, the Surety Agreements shall remain in full force and effect after the complete execution of this Agreement and shall not merge into or otherwise become included within or limited by this Agreement. West Construction, Inc. acknowledges and agrees that Philadelphia Indemnity Insurance Company has reserved all rights, remedies and defenses available to it pursuant to the Surety Agreements and applicable law governing the same.

11. Philadelphia Indemnity Insurance Company enters into this Agreement solely in its capacities as sureties on their respective Bonds, and, as to Philadelphia Indemnity Insurance Company, this Agreement does not apply to any other claims that Philadelphia Indemnity Insurance Company may possess or defend on any other bonds or policies of insurance.

12. This Agreement does not modify or expand the Philadelphia Indemnity Insurance Company's obligations under the Bonds except to the extent expressly set forth herein.

13. Each Party shall bear its own attorneys' fees and costs incurred in connection with the Lawsuit and execution of this Agreement except as provided herein. In the event any party must take action to enforce this Agreement, the prevailing party shall be entitled to attorneys' fees and costs incurred.

14. The Parties declare, represent and warrant that they have the legal right to sign this Agreement and that the individuals signing this Agreement on behalf of each Party has the authority to do so. The Parties and their counsel have participated jointly and at arms' length in the negotiation and drafting of this Agreement and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties and their counsel. In the event of an ambiguity or question of intent, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. Each Party has knowledge of, has read, and fully understands and agrees to the terms set forth in this Agreement.

15. This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof. However, the Parties understand and acknowledge that the City Commission for the City of Sunrise must first approve this Agreement for it to become effective. This Agreement is entered into without reliance on any statements, promises, warranties or representations, written or oral, other than those expressly contained herein, and it supersedes any other statements, promises, warranties or representations.

16. This Agreement may not be varied, altered, amended, or modified, and its provisions may not be waived, except by written agreement signed by all of the Parties, which specifically states it is amending the Agreement or waiving a requirement thereof.

17. The Parties agree that this Agreement may be executed by the Parties in counterparts and with an electronic signature and exchanged by electronic means, including facsimile, PDF, DocuSign, or other electronic means, with the same effect as if all Parties had signed the same instrument and will be treated as original signatures under this Agreement and each part shall be effective as against the party who signed it.

CITY OF SUNRISE

By: _____

Name: _____

Its: _____

Date: _____

WEST CONSTRUCTION, INC.

By: _____

Name: _____

Its: _____

Date: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: _____

Name: Shauna Szczechowicz

Its: Assistant Vice President - Surety Claims

Date: 04/01/2026

CITY OF SUNRISE

By: _____

Name: _____

Its: _____

Date: _____

WEST CONSTRUCTION, INC.

By: _____

Name: Matthew West

Its: President

Date: 3/1/24

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: _____

Name: _____

Its: _____

Date: _____

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Commission Budget Transfer

Item Number: 16B **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Commission Discussion and/or Action regarding a Budget Transfer for the City Commission Office. City Manager Mark Lubelski. Lourdes Lawrence, Administrative Services Manager.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:

This request is being brought forward following the City Commission direction that any necessary Budget Transfers for the City Commission Office budget be formally presented at a City Commission Meeting for review and approval. The Budget for the City Commission Office needs to be adjusted at this time in order to support current and anticipated expenditures for the email software, Constant Contact, which is an operating expense.

For Fiscal Year 2025/2026, the Subscriptions and Memberships account was budgeted at $51,420.00, which includes $8,000.00 budgeted for the Mayor and City Commissioners' Constant Contact subscriptions. Constant Contact is an email software that permits users to send mass emails out to thousands of people at any given time. This service is especially useful for our Mayor and Commissioners to remain in contact with our community to share important information and messages.

The cost for the Constant Contact service for the Mayor and each individual City Commissioner is based upon the number of email addresses included on each list. The $8,000.00 that was originally budgeted in 2025 was insufficient for the service required for the Mayor and two Commissioners who were using the service. Since that time, another City Commissioner began using the service. In addition, the number of email addresses has also increased for at least one of the Commissioners, leading to a cost increase for that subscription. For these reasons, the current cost for the Constant Contact subscriptions exceeds the remaining balance in the budget for the remainder of the fiscal year. Based upon the current email lists at this time and the projected usage, an additional $4,280.00 is required to fund the remaining six months of service in FY 2026 for the Constant Contact subscriptions.

Funding is available to transfer from the City Commission Office Salary Line Item 001.01.10.511.501201, which has salary savings due to the vacancy of the Citizen Service Specialist II position. Authorization is requested to proceed with a Budget Transfer in the amount of $4,280.00 from the Salary line item account to the Subscriptions and Memberships line item account 001.01.10.511.505401.

The requested Budget Transfer will ensure continuity of Constant Contact email messaging services without impacting the overall City Commission Office budget, as we are proposing to utilize existing salary savings.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Lourdes M Lawrence Phone: 954-746-3255

Department Head Name and Title:

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: BLC Sponsorship

Item Number: 17A **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Commission Discussion and/or Action Re: The Broward League of Cities 69th Annual Installation Gala potential sponsorship. Commissioner Neil C. Kerch.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Flyer
Sponsorship levels and Benefits

Background:
Discussion and/or Action regarding consideration in the City to participate as a sponsor for the Broward League of Cities 69th Annual Gala event being held on Saturday, May 30, 2026 at 6:30 pm at Margaritaville Hollywood Beach Resort.

The City can choose from four different sponsorship levels. Each sponsorship package includes tickets and various other package incentives:

1. **Minimum Sponsor** - $3,500 - Includes 6 dinner tickets
2. **Premier Sponsor** - $5,000 - Includes a reserved table of 10
3. **Paramount Sponsor** - $10,000 - Includes a reserved table of 10
4. **Presidential Sponsor** - $15,000 - Includes a reserved table of 10

Full descriptions of each sponsorship package is included in the attached flyer.

Historical Sponsorship (2021–2025)

2025 - $3,500 Minimum Municipal Sponsorship

2024 - $3,500 Minimum Municipal Sponsorship

2023 - $3,500 Minimum Municipal Sponsorship

2022 - $5,000 Premier Municipal Sponsorship

2021 - No Sponsorship provided

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Commissioner Neil Kerch Phone: 954-746-3250

Department Head Name and Title:

City Manager:
Authorized for agenda placement

SAVE THE DATE

BROWARD LEAGUE OF CITIES

69TH ANNUAL DINNER

SATURDAY, MAY 30, 2026

6:30 PM

MARGARITAVILLE HOLLYWOOD BEACH RESORT

1111 N Ocean Dr, Hollywood, FL 33019

Invitation to follow

BROWARD LEAGUE OF CITIES

69th Annual Dinner

Margaritaville Hollywood Beach Resort

Saturday, May 30, 2026 | 6:30 PM

MUNICIPAL FRIEND LEVELS & BENEFITS

PRESIDENTIAL SPONSOR | $15,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Full Page Ad in Event e-Program
- Prominent Screen Recognition at Event & on League Website
- Two Branded 6.5’ Pop Up Banners
- Pre & Post Social Media Recognition
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Event Press Release Recognition

PARAMOUNT SPONSORS | $10,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Full Page Ad in Event e-Program
- Prominent Screen Recognition at Event & on League Website
- One Branded 6.5’ Pop Up Banner
- Pre & Post Social Media Recognition
- Prominent Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Event Press Release Recognition

PREMIER SPONSORS | $5,000

- Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Event e-Program
- Screen Recognition at Event & on League Website
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Social Media Recognition
- Pre & Post Event Press Release Recognition

MINIMUM SPONSORS | $3,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- City Listing in Event e-Program
- Signage Recognition at Event
- Pre & Post Social Media Recognition

BROWARD LEAGUE OF CITIES

69th Annual Dinner

Margaritaville Hollywood Beach Resort

Saturday, May 30, 2026 6:30 PM

Please complete and return to:

Broward League of Cities
115 South Andrews Avenue, Suite 122
Fort Lauderdale, Florida 33301

For additional information, contact 954.357.7370 or mltighe@browardleague.org.
All cancellations must be received by May 8, 2026

WE ARE PLEASED TO SUPPORT THE BROWARD LEAGUE OF CITIES 69TH ANNUAL DINNER AT THE FOLLOWING LEVEL:

____PRESIDENTIAL SPONSOR….$15,000
____PARAMOUNT SPONSOR…..$10,000
____PREMIER SPONSOR……$5,000
____MINIMUM SPONSOR…….$3,500

City: _____

Contact:_____

Address:_____

City:_____State:_____Zip:_____

Phone:_____Email:_____

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Seasonal Nativity Set

Item Number: 17B **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Commission Discussion and/or Action Regarding a Seasonal Nativity Set. Deputy Mayor Jacqueline Guzman.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Survey

Background:
The City puts on an annual Holiday Display on the City's municipal campus in the month of December. The holiday items exhibited include: a holiday tree, a Menorah display, a Kwanza display, a Crescent Moon & Star display, and decorations such as trees wrapped in lights, toy soldiers that flank the campus entrance, and decorations on and around the electronic marquee sign.

At the March 24, 2026 City Commission meeting, there was a discussion regarding adding a nativity scene to the annual Holiday Display. The Commission Office prepared the attached survey of Broward municipalities with religious and/or secular holiday displays.

Item requested by Deputy Mayor Jacqueline Guzman.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Deputy Mayor Jacqueline Guzman. Phone: 954-746-3250

Department Head Name and Title:

City Manager:
Authorized for agenda placement

RELIGIOUS DISPLAYS – SURVEY SUMMARY

NO RELIGIOUS DISPLAYS ON CITY PROPERTY

Deerfield Beach
Weston

SECULAR DISPLAY ONLY (NO RELIGIOUS SYMBOLS)

Coconut Creek – Christmas tree/lights and dreidel (secular only); no religious display requests to date
Margate – Christmas tree and dreidel only; no menorah or nativity; city-sponsored

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CHRISTMAS TREE ONLY

Pembroke Park – Christmas tree only; city-sponsored
West Park – Christmas tree only; city-sponsored

CHRISTMAS TREE PLUS MENORAH

Cooper City – Christmas tree and Menorah; city and community sponsored
Davie – Christmas tree and Menorah; city and community sponsored
Hillsboro Beach – Christmas tree and Menorah (lawn display)
Lauderdale-By-the-Sea – Christmas tree and donated Menorah
Pembroke Pines – Christmas tree and Menorah; community-sponsored
Pompano Beach – Christmas tree and Menorah; city-sponsored

CHRISTMAS TREE, MENORAH, NATIVITY AND/OR KWANZAA/KINARA

Hallandale Beach – Christmas tree, Menorah and Nativity (City Hall)
Lighthouse Point – Christmas tree and Nativity (city); Menorah by local Chabad
Dania Beach – Christmas tree, Menorah, Kinara/Kwanzaa; city and community sponsored
Lauderdale Lakes – Christmas tree, Nativity, Menorah and Kwanzaa; city-sponsored
Lauderhill – Christmas tree and multiple religious/cultural displays; city-sponsored with community recommendations
Miramar – Christmas tree and multiple religious/cultural displays; city-sponsored
Oakland Park – Christmas tree, Menorah and Kinara; city-sponsored

Plantation – Christmas tree, Nativity, Menorah, Kwanzaa and additional displays; city and community sponsored
Southwest Ranches – Christmas tree, Nativity, Menorah, and Kwanzaa; city and community sponsored
Wilton Manors – Christmas tree, Menorah and Kwanzaa; city-sponsored only

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Community Sponsored (Tree Only / Limited Religious)

Coral Springs – Christmas tree and lights only; community-sponsored
Tamarac – Christmas tree, Menorah and Kwanzaa city-sponsored; Nativity community-sponsored (not displayed in 2025)

Notes while completing my sheet:

Religious Displays Survey Request

does your city allow have displays like a **Nativity**, **Menorah**, or **Kwanzaa** on **city** property.

If yes: city-sponsored, community-sponsored, or both?"

- **Coconut Creek**: While the City does allow religious or cultural displays on City-owned property, we have not received any requests to place such displays to date. This may be due in part to the nearby Promenade shopping district, which is private property and annually features a Christmas tree and a menorah in a central, highly visible location. Separately, the City sponsors and displays a Christmas tree and a large dreidel, both considered secular symbols, inside City Hall.
- **Cooper City:** Menorah
- **Coral Springs:** Christmas-tree/lights no menorah or nativity or other religious display – CRA community donations/funds
- **Dania Beach:** Menorah and kwanza along with tree, We host additionally one "Light up the Night" event in November where we display the Menorah and Kinara for the holiday season at City Hall on our property where the event is held. The displays are city sponsored as part of our annual lighting package.
- **Davie:** Menorah
- **Deerfield Beach:** NO
- **Fort Lauderdale**: the City allows religious and cultural holiday displays and events on City-owned property as part of its public events and cultural programming. Examples reflected in the FY 2026 adopted event budget include celebrations such as Menorah Lighting, Kwanzaa Ujamaa, Diwali, Juneteenth Festival, King Holiday Parade and Multicultural Festival, and Viernes Musicales. These events are City-sponsored initiatives that often also receive outside financial support through community partners, cultural organizations, or sponsors. The City provides operational coordination, logistical support, and public safety resources, while the events themselves celebrate the traditions, heritage, and participation of the respective cultural and religious communities.
- **Hallandale Beach:** Menorah & Nativity (this year they put at City Hall)
- **Hillsboro Beach:** Christmas Trees Menorah (lawn display) – also local Rabbi speaks & catholic priest – season of good will and giving
- **Hollywood:** City does allow religious displays on city-owned property. The City displays a tabletop Christmas Creche and 7 Principals of Kwanzaa display and we have a large menorah that stands next to the Christmas Tree. Religious leaders attend for the Lighting of the Menorah, blessing of the Christmas Creche

and presentation of the 7 Principals of Kwanzza. These items belong to the City, the Christmas tree has been a donation, there is no sponsorship opportunity

- **Lauderdale-By-the-Sea:** The Town erects a holiday tree in the center of our downtown each year that's part of our tree lighting event. Many years ago, a menorah was donated to the Town by a long-time resident. The Town stores the menorah and sets it up outside of Town Hall each December. The rabbi from the local Chabad comes each night as appropriate to light the "candle" / bulb.
- **Lauderdale Lakes:** All 3 +; The City of Lauderdale Lakes does allow religious and cultural holiday displays on city-owned property during the holiday season. These displays are City-sponsored and are presented as part of the City's broader seasonal decorations and cultural recognition efforts.
  The intent is to acknowledge and celebrate the diverse traditions represented within our community while creating an inclusive and welcoming environment for residents and visitors. Temporary holiday decorations that do not contain advertising matter are permitted for a limited duration under Sec. 913(d). Section 913 does not distinguish sponsorship type. It does not regulate the sponsor.
- **Lauderhill:**
- **LightHouse Point**: During the Christmas and Jewish holidays in December, our city displays a Christmas Tree and Nativity display, and the local Chabad displays a Menorah at Frank McDonough Park. We have a large citywide celebration with a Christmas Tree lighting ceremony and party in the park during our "Lighthouse-a-Glow" celebration on a designated day in December. We have not had any requests to display other religious symbols. We do not have any designated city policy or regulations regarding the display of these religious symbols.
- **Margate:**
- **Miramar:** Display religious and cultural holiday items on city-owned property, and these displays are city-sponsored.
- **North Lauderdale:**
- **Oakland Park:** Yes, Christmas Tree, Menorah and Kinara**,** City Sponsored
- **Parkland:** The only holiday display our City would have that falls under that category is the lobby of City Hall in December – we display a Christmas tree, a Menorah, and a Kwanzaa table.
- **Pembroke Park:**
- **Pembroke Pines:** No nativity, menorah is loaned by community, they bring it, removed it and add celebration events accordingly
- **Plantation :**All (3) +++; Display all the religion that are requested for a month, mostly city sponsored, some community
- **Pompano Beach:** At this time, displays associated with City property or events are City-sponsored and coordinated internally. We do not have a specific written

policy outlining permissible religious or cultural displays. In practice, the City does not display a Nativity scene at any of our facilities. However, we do display a menorah alongside our Christmas/Holiday tree as part of seasonal décor. Additionally, during our annual Yuletide Parade, a banner is placed near the judges' stand that acknowledges the various holidays celebrated in December. All displays associated with City events are reviewed administratively to ensure they are inclusive and appropriate for a municipal setting.

- **Southwest Ranches:**
- **Tamarac:** The City allows religious and cultural holiday displays on city owned property. In prior years, the city displayed a Nativity scene, Menorah, and Kwanzaa display. However, the Nativity scene was not displayed this year. The Nativity scene was community sponsored and donated to the City. The Menorah and Kwanzaa displays are city sponsored.
- **West Park:** Only Christmas tree, city-sponsored
- **Weston:** The City of Weston does not permit religious displays/installations on City property. Weston does put up "holiday lights" at our City entrances during the winter holidays, but they do not have any religious symbolism. The Weston Town Center displays a Christmas Tree and a Menorah during the winter holidays, but it is a privately owned and operated facility.
- **Wilton Manors:** The City installs a (city-owned) holiday display on city property that includes a Christmas tree, a Menorah, and a Kwanzaa display. We do not "allow" others to erect displays on city property.

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: City-Issued Proclamations

Item Number: 17C **Meeting Date:** 4/14/2026

City Reference Number (C#):

Item Description:

Commission Discussion and/or Action Regarding City of Sunrise-Issued Proclamations list the full names of all Commissioners. Deputy Mayor Jacqueline Guzman.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Survey
Various proclamations from Broward Municipalities

Background:
Item Requested by Deputy Mayor Jacqueline Guzman

Deputy Mayor Jacqueline Guzman has requested a revision to the current format of City of Sunrise proclamations.

Current Language:
"Now, Therefore, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners, do hereby proclaim."

Proposed Language:
"Now, Therefore, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with Deputy Mayor Jacqueline A. Guzman, Assistant Deputy Mayor Latoya S. Clarke, Commissioner Neil C. Kerch, and Commissioner Joseph A. Scuotto, do hereby proclaim."

Note: Titles will be updated annually in November to reflect any changes in office.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Deputy Mayor Jacqueline Guzman. Phone: 954-746-3250

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation Survey

Mayor Only Listed

- Cooper City
- Davie
- Lighthouse Point
- Southwest Ranches
- Wilton Manors
- Deerfield Beach
- Parkland

Mayor + All Elected Officials Listed

- Coconut Creek
- Dania Beach
- North Lauderdale
- Pembroke Park
- Weston

Mayor + Commission Listed (No Individual Names)

- Pembroke Pines
- Sunrise
- Fort Lauderdale
- Hallandale Beach

Special / Sponsor Format

- Coral Springs – City Commission no names listed
- Lauderdale Lakes - Sponsor at top + all listed
- Lauderdale-By-the-Sea - top issued by governing body
- Lauderhill – Sponsor & all names listed
- Miramar - Sponsor listed on behalf of Mayor & Commission no names listed
- Tamarac - Mayor + Sponsoring elected official
- Plantation - Mayor + City Council listed
- Margate - Commissioners listed

Who Signs the Proclamation?

Mayor Only Signs

- Hollywood
- Lauderhill
- Oakland Park
- Pompano Beach
- Sunrise
- Weston
- West Park
- Margate
- Fort Lauderdale
- Miramar
- Plantation

Mayor + City Clerk Sign

- Deerfield Beach
- Dania Beach
- Hillsboro Beach
- Lauderdale-By-the-Sea
- Lauderdale Lakes
- Parkland

Mayor + All Elected Officials Sign

- Coral Springs – The certificate issued is a pre-printed paper with the signatures. Proclamations are frequently issued
- Coconut Creek – Proclamations are physically signed by Electedofficials Proclamations are frequently issued
- Pembroke Park – Proclamations are physically signed by Electedofficials Proclamations are frequently issued

PROCLAMATION
"Youth Apprenticeship Week"
May 5-11, 2024

REQUESTED BY
VICE MAYOR ALEXANDRA P. DAVIS - CITY OF MIRAMAR

WHEREAS, the U.S. Department of Labor has established the inaugural Youth Apprenticeship Week, to be celebrated from May 5-11, 2024, aimed at highlighting the invaluable opportunities provided by registered apprenticeship programs for youth aged 16-24; and

WHEREAS, employers, educators, labor unions, workforce professionals, and partners nationwide are championing registered apprenticeship programs, offering youth the chance to earn competitive wages while acquiring essential training and experience, often with the added benefit of earning college credit; and

WHEREAS, Youth Apprenticeship Week serves as a platform for stakeholders to host events, raising awareness of these transformative opportunities, which not only empower youth but also foster a sustainable pipeline of skilled and diverse talent vital for present and future industries; and

WHEREAS, from 2010 to 2020, a significant number of 16-to-24-year-olds, totaling 389,860, embarked on registered apprenticeship journeys, laying the foundation for prosperous and fulfilling careers; and

WHEREAS, Vice Mayor Alexandra P. Davis spearheaded a youth apprenticeship program in the City of Miramar, designed to equip at-risk youth between the ages of 18-26 with vital trade skills essential for positions such as water treatment plant operator, wastewater treatment plant operator, vehicle mechanic and so much more; and

WHEREAS, the City of Miramar's Human Resources department actively oversees and supports the youth apprenticeship program, ensuring its alignment with the city's goals and objectives while fostering a nurturing environment for the participants; and

WHEREAS, the City of Miramar recognizes the importance of investing in its youth, providing them with opportunities to develop practical skills and gain meaningful employment, thereby contributing to their personal growth and the economic prosperity of our community; and

NOW, THEREFORE, I, WAYNE M. MESSAM, Mayor of the City of Miramar, on behalf of **VICE MAYOR ALEXANDRA P. DAVIS**, and the City Commission, do hereby May 5-11, 2024 as:

"Youth Apprenticeship Week"

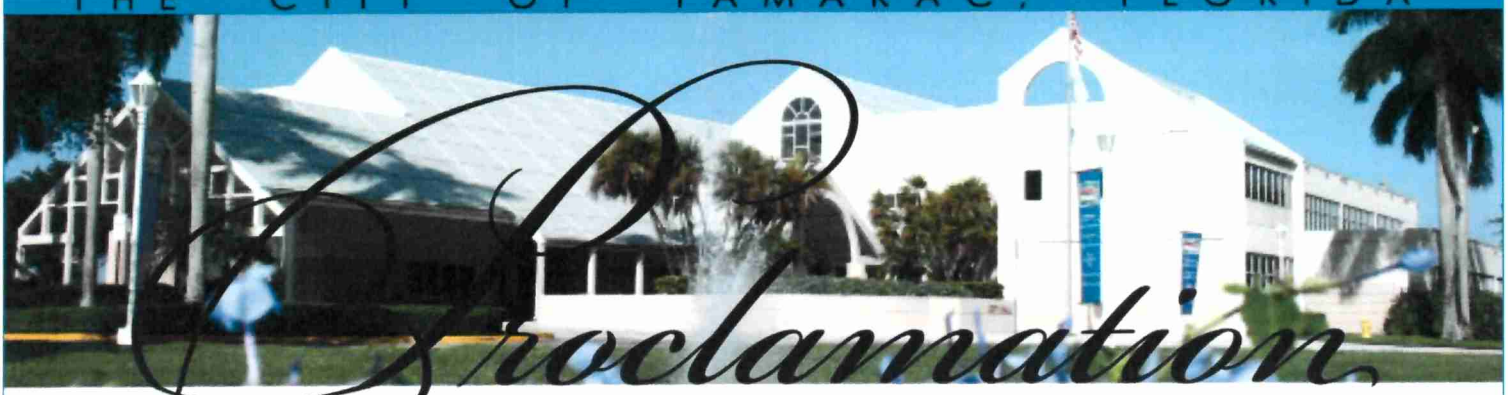
in the City of Miramar.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Miramar to be affixed this 1st day of May 2024.

Wayne M. Messam

Mayor Wayne M. Messam

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Mayor Michelle J. Gómez

WHEREAS, *Broward County's greatest strength lies in the cultural richness of its people, who proudly celebrate the festive traditions of its vast array of cultures by promoting appreciation and understanding of our uniqueness and rejoice in the many aspects of our similarities; and*

WHEREAS, *Chinese New Year 2026 falls on Tuesday, February 17th. However, preparations started on February 11th, called Little Year, and celebrations last up to 16 days. The Chinese New Year culminates with the Lantern Festival on the last day, Tuesday, March 3rd; and*

WHEREAS, *the celebration of Chinese New Year is also referred to as Lunar New Year and the Spring Festival, which celebrates change, renewal, and hope. It is a time to spend with family and friends; and*

WHEREAS, *the Chinese calendar is based on a lunar calendar, and this is the "Year of the Fire Horse," the first since 1966. The Fire Horse is considered the most powerful and auspicious animal that represents passion, ambition, and dynamic change. This year falls under the Fire sign of the five elements, representing intelligence, courage, and transformation, and is coupled with it being a Yang Fire year, bringing massive momentum and opportunities for innovation; and*

WHEREAS, *the Asian-American community has had a profound and positive influence on our country through their strong commitment to family, faith, hard work and service; and*

WHEREAS, *we encourage everyone to celebrate and learn more about the Asian heritage and recognize the valuable contributions of Asian-Americans to our community; and*

NOW, THEREFORE, *I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the City Commission, proudly proclaim wishes of good health, luck, prosperity, hope, peace, and much happiness in celebration of:*

"HAPPY LUNAR NEW YEAR"

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 11th day of February 2026.*

Michelle J. Gomez

Michelle J. Gómez, Mayor

TAMARAC
The City For Your Life

THE CITY OF TAMARAC, FLORIDA

Proclamation

Requested by Commissioner Krystal Patterson, MPA, FRA-RA

WHEREAS, *Acts of Love Corporation is a nonprofit organization founded on compassion and service, dedicated to supporting individuals and families facing socioeconomic hardship; and*

WHEREAS, *the organization carries out its mission through programs that provide food security, educational support, mentorship, scholarships, and emergency assistance, including financial aid, essential supplies, and access to shelter during times of crisis; and*

WHEREAS, *Acts of Love Corporation addresses a broad range of community needs through initiatives such as youth leadership development, early childhood literacy programs, maternal and infant care support, celebratory gift programs for children, food stability resources for families, and positive parenting and life skills guidance for caregivers; and*

WHEREAS, *the organization's Harvest of Love program provides food items and meal support to families in need during the Thanksgiving and Christmas season, ensuring households experience stability and care during times traditionally centered on togetherness; and*

WHEREAS, *through its Gifts of Love program, Acts of Love Corporation provides birthday and holiday gifts to children in need, working closely with elementary and middle school counselors to identify students and families who would benefit most from these meaningful gestures of encouragement and hope; and*

WHEREAS, *to date, Acts of Love Corporation has served 575 individuals, including 525 recipients who received food bags and gifts and 50 children who received gifts, demonstrating meaningful impact through compassionate and community driven service; and*

WHEREAS, *Acts of Love Corporation exemplifies the power of community-based service, showing how acts of kindness contribute to stronger and more supportive communities;*

NOW THEREFORE, *I, Krystal Patterson, on behalf of the Mayor and City Commission proudly recognizes and commends Acts of Love Corporation for their outstanding service, leadership, and dedication to our community and beyond.*

NOW BE IT FURTHER RESOLVED, *that the City extends its deepest appreciation to Acts of Love Corporation for their continued commitment to changing lives, one meal, one resource, one moment of hope, and one act of love at a time.*

"In Recognition of Compassionate Service and Community Impact"

Commissioner Krystal Patterson, MPA, FRA-RA

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 29th day of January 2026.*

Michelle J. Gomez, Mayor

TAMARAC
The City For Your Life

City of Lauderhill

Proclamation

WHEREAS, Board Certified Chiropractic Physicians contribute significantly to the health infrastructure of the City of Lauderhill by offering patient-centered, non-invasive healthcare services that support injury prevention, functional mobility, pain management, and long-term wellness for residents of all ages; and

WHEREAS, Dr. Douglas is a Board Certified Chiropractic Physician who earned his Doctor of Chiropractic Medicine degree in 1985 from Texas Chiropractic College and subsequently achieved certification in Chiropractic Neurology; and

WHEREAS, since January 1995, Dr. Michael L. Douglas has maintained a chiropractic practice and professional office in the City of Lauderhill, Florida, providing continuous care, wellness services, and trusted medical leadership to residents of the community for three decades; and

WHEREAS, his commitment to Lauderhill extends beyond his office walls through his tireless efforts in public health education, specifically his weekly health program on WAVS 1170 AM Radio, which has empowered listeners with wellness and preventative care knowledge since 1989; and

WHEREAS, Dr. Douglas has served with distinction on the international stage as the Jamaica Olympic Team Chiropractor for the Olympic Games held in Atlanta, United States (1996), Athens, Greece (2004), Beijing, China (2008), and Rio de Janeiro, Brazil (2016); and

WHEREAS, Dr. Douglas has also served as the Jamaica World Championship Team Chiropractor at numerous international competitions held in Barcelona, Gothenburg, Paris, Beijing, Daegu, Kingston, and the Bahamas, providing elite-level care to world-class athletes; and

WHEREAS, through his professional achievements, long-standing service in the City of Lauderhill, international sports medicine contributions, and commitment to community education, Dr. Michael Douglas has brought distinction to his profession and positively impacted countless individuals locally and globally; and

WHEREAS, this Proclamation has been requested by Vice Mayor Richard Campbell.

NOW, THEREFORE, I, Denise D. Grant, Mayor, along with Vice Mayor Richard Campbell, and commissioners Sarai "Ray" Martin, Melissa P. Dunn, and John T. Hodgson do hereby proclaim this 12th day of January 2026 as

DR. MICHAEL L. DOUGLAS, D.C. APPRECIATION DAY

In the City of Lauderhill, we call upon all residents to celebrate Dr. Douglas' 30 years of local service and to recognize the essential role chiropractic care plays in promoting a healthy, vibrant community.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF LAUDERHILL, FLORIDA, TO BE AFFIXED THIS 12TH DAY OF JANUARY 2026.

DENISE D. GRANT, MAYOR

Proclamation

Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea, Florida

WHEREAS, epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time; and

WHEREAS, epilepsy is a spectrum disease comprised of many diagnoses, experiences and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person to- person; and

WHEREAS, epilepsy is the fourth most common neurological disorder; approximately 3.4 million people in the United States live with active epilepsy; and

WHEREAS, people with epilepsy need access to affordable, comprehensive, physician-directed and person-centered healthcare; and

WHEREAS, 426,000 Floridians live with epilepsy, including 88,000 children in Florida, and greater education and improved access to care is needed in schools, which can be accomplished by passing a Seizure Safe Schools legislation nationwide; and

WHEREAS, while protections exist in the Americans with Disabilities Act and related civil rights laws, people with epilepsy still encounter discrimination in areas including employment, education, and housing; and

WHEREAS, Epilepsy Awareness Month is a nationwide effort in November for Epilepsy Alliance Florida to raise awareness about and changes the conversation around epilepsy, seizures, and side effects, as well as to improve and save lives through care, advocacy, research and new therapies, and public health and education; and

WHEREAS, through action together on Epilepsy Awareness Month and during other awareness initiatives including International Epilepsy Day, Epilepsy Awareness Day, and Brain Awareness Week - and any day of the year - it is important to increase public knowledge about epilepsies and seizure first aid and change the way people think about epilepsy and seizures

NOW, THEREFORE, I, EDMUND MALKOON, MAYOR of the Town of Lauderdale-By-The-Sea, do hereby proclaim November 2025 as

EPILEPSY AWARENESS MONTH

And encourage Lauderdale By-The-Sea residents to take action together and use our brains to overcome the challenges of living with the epilepsies and accelerate therapies to stop seizures, find cures and save lives.

In witness wherof we have hereunto set our hands and caused this seal to be affixed

Edmund Malkoon, Mayor

Courtney Easley, Acting Town Clerk

CELEBRATING BLACK HISTORY MONTH

(Sponsored by Mayor Veronica Edwards Phillips)

Whereas, the formal celebration of Black history was established by Carter G. Woodson, a pioneering historian, educator and author. He is affectionately known as the "Father of Black History." His work laid the foundation for the national observance of Black History; and

Whereas, in 1976, President Gerald Ford established the Black History celebration into a full month during February. He said the country needed to "seize the opportunity" to honor the too-often neglected accomplishments of Black Americans in every area throughout our history. This statement still holds true today; and

Whereas, the celebration of Black History Month affords us the chance to challenge what we learned in history, dig deeper and find out the actual events of the past that were not taught in schools or represented positively through the media.; and

Whereas, the African American Research Library and Cultural Center (AARLCC), one of only two in the United States was built in 2002 to honor this mandate, and to fulfill the vision of Samuel F. Morrison then Director of the Broward County Libraries Division. AARLCC stands as a beacon of knowledge, culture and community empowerment, preserving the rich history, achievements and contributions of people of African descent. AARLCC consciously acknowledges the important roles and historical presence of African Americans in the fabric of the United States. To know the African American story and for Black culture to be represented in proper context is necessary and yes, it matters. Story-telling and accurate representation restores value, honor, and diversity to the larger narrative of American history; and

Whereas, since its founding, the African American Research Library and Cultural Center has served as a vital institution, dedicated to expanding access to literature, archives, art and educational resources that illuminate the African American experience. The Center has become a cultural cornerstone in Broward County and beyond, offering exhibitions, performances, lectures and programs that celebrate heritage, inspire creativity, and foster lifelong learning.

Whereas, AARLCC's extensive collections (over one million items), rare manuscripts, and historical archives ensure that future generations may study, understand, and appreciate the profound impact African Americans have made on local, national, and global history. AARLCC continues to uplift the community by providing inclusive spaces for dialogue, scholarship, artistic expression, and civic engagement.

Whereas, the dedicated staff, volunteers, partners, "Friends of AARLCC, and supporters exemplify a steadfast commitment to education, cultural preservation and public service!

When we honor Black History, we honor American history!

NOW, THEREFORE, I VERONICA EDWARDS PHILLIPS, BY VIRTUE OF THE AUTHORITY VESTED IN ME AS MAYOR OF THE CITY OF LAUDERDALE LAKES DO, HEREBY RECOGNIZE:

THE AFRICAN AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER

and urge all residents to join me together with Vice Mayor Sharon Thomas, Commissioners Tycie Causwell, Easton Harrison and Karlene Maxwell-Williams, in honoring the African-American Research Library and Cultural Center for its extraordinary contributions to cultural preservation, community enrichment, and the advancement of knowledge.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the official seal of the City of Lauderdale Lakes to be affixed this 10th day of February, 2026.

_____

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____

VENICE HOWARD, MPA, CITY CLERK

CORAL SPRINGS

EVERYTHING UNDER THE SUN

Special Proclamation

Colorectal Cancer Awareness Month

As colorectal cancer remains the second-leading cause of cancer deaths in the United States, we acknowledge the critical importance of prevention, and an opportunity to increase awareness and offer education on the significance of of early detection and screening.

The Coral Springs City Commission stands united with healthcare providers, advocacy organizations, and our diverse community in raising awareness about this important public health issue and supporting efforts to increase screening rates to save lives.

Therefore, we, the City Commission of Coral Springs, proclaim March 2025 as "Colorectal Cancer Awareness Month" in the City of Coral Springs.

March 13, 2025

Shawn M. Cerra	**Nancy Metayer Bowen**	**Scott J. Brook**	**Joshua Simmons**	**Joseph McHugh**
Commissioner	Vice Mayor	Mayor	Commissioner	Commissioner

CORAL SPRINGS • FLORIDA • CITY CHARTERED • JULY 10, 1963

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Amendment

Item Number: 17D **Meeting Date:** 4/14/2026

City Reference Number (C#): C26105

Item Description:

A Resolution of the City of Sunrise, Florida, updating Resolution No. 11-183, as amended, which identifies Charitable Organizations, Nonprofit Entities, Fundraising Events, and City Events that are formally approved by the City of Sunrise for purposes of charitable solicitations under the county's elected official code of ethics; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C26105
Sunbiz-The Autism Hero Project
IRS Letter-The Autism Hero Project
Sunbiz-Miami Rescue Mission
Miami-Rescue-Mission-Tax Exempt - IRS

Background:

Pursuant to Broward County's Elected Official Code of Ethics, the City Commission adopted Resolution No. 11-183 to formally approve charitable organizations, nonprofit entities, fundraising events, and City events for purposes of allowing elected officials to engage in charitable solicitations for the benefit of the approved organizations and entities. Even with "formal approval," charitable solicitations must comply with all state and federal laws as well as with City and County ordinances.

Formal approval of a charitable organization or nonprofit entity allows Sunrise elected officials to represent that a charitable solicitation is on behalf of or has been approved or endorsed by the City of Sunrise. This formal approval does not authorize the City or its elected officials to donate City funds to an approved organization or entity.

A request has been made by Deputy Mayor Jacqueline A. Guzman to add The Autism Hero Project, Inc. and Miami Rescue Mission, Inc. d/b/a Broward Outreach Center (also known as The Caring Place) to the list of approved charities, as set forth in Exhibit A of Resolution No. 11-183.

The Autism Hero Project, Inc. is a Florida non-profit corporation that meets the Internal Revenue Service's (IRS) criteria as a 501(c)(3) tax-exempt charitable organization.

Miami Rescue Mission, Inc. d/b/a Broward Outreach Center is a Florida non-profit corporation that meets the Internal Revenue Service's (IRS) criteria to receive tax-deductible charitable contributions.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, UPDATING RESOLUTION NO. 11-183, AS AMENDED, WHICH IDENTIFIES CHARITABLE ORGANIZATIONS, NONPROFIT ENTITIES, FUNDRAISING EVENTS, AND CITY EVENTS THAT ARE FORMALLY APPROVED BY THE CITY OF SUNRISE FOR PURPOSES OF CHARITABLE SOLICITATIONS UNDER THE COUNTY'S ELECTED OFFICIAL CODE OF ETHICS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, effective January 2, 2012, the Broward County Board of County Commissioners enacted Ordinance No. 2011-19 which was codified as Section 1-19 of the County's Code and which created ethics standards for County Commissioners, elected municipal officials, and certain other specified individuals; and

WHEREAS, Section 1-19 of the County's Code contains certain requirements that apply to an elected official who solicits funds, goods, or services on behalf of charitable organizations, nonprofit entities, or individuals in need; and

WHEREAS, the City Commission's Resolution No. 11-183, as amended, identifies those charitable organizations, nonprofit entities, fundraising events and City events that are formally approved by the City; and

WHEREAS, the City Commission of the City of Sunrise updates Resolution No. 11-183 periodically and adds or removes charitable organizations, nonprofit entities, fundraising events, and City events.

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

Section 1. The above stated Whereas clauses are hereby adopted as true and incorporated herein.

Section 2. Resolution No. 11-183, as amended, is hereby further amended and ratified, and the City Commission hereby determines that charitable solicitations for the charitable organizations, nonprofit entities, fundraising events, and City events listed on the amended Exhibit A are formally approved by the City of Sunrise for purposes of the County's Elected Official Code of Ethics. Formal approval allows charitable solicitations under Section 1-19(c)(5)a.5 of the Broward County Code provided the charitable solicitation is permissible under all applicable federal laws, state laws, City Codes, and County Codes.

Section 3. Exhibit A may be amended by Resolution or Motion and is not the sole method to determine the City's formal approval of a charitable organization, nonprofit entity, fundraising event, or City event.

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

EXHIBIT A – CITY SPONSORED CHARITIES, FUNDRAISING EVENTS, AND CITY EVENTS

Charities

American Cancer Society
American Diabetes Association, Inc.
American Heart Association, Inc.
Area Agency on Aging
Arthur R Lanni Memorial American Legion Auxiliary Unit 365, Inc.
Autism Speaks, Inc.
Boys & Girls Clubs of Broward County, Inc.
Brain Injury Association of Florida, Inc.
Caring Hearts Helping Hands, Inc.
Children's Aid Club
Coast to Coast Legal Aid of South Florida, Inc.
David Posnack Jewish Community Center
Family Central, Inc.
Florida Panthers Foundation, Inc.
Greater Sunrise Chamber of Commerce, Inc.
Habitat for Humanity of Broward, Inc.
Heart Sistas, Inc.
Hispanic Unity of Florida, Inc.
ICNA Florida, Inc.
Impact Broward, Inc.
Islamic Foundation of South Florida Inc.
Island Society for the Promotion of Artistic and Cultural Education Inc.
Jewish Adoption & Foster Care Options (JAFCO)
Jewish Family Services of Broward
Kaitlyn's Gift, Inc.
Kiwanis of Central Broward, Inc.
Kiwanis Club of Fort Lauderdale, Inc.
Kiwanis Club of Greater Sunrise in Broward, Florida, Inc.
Kiwanis Club of Sawgrass Sunrise, Inc.
LCPL Janos V. Lutz Live to Tell Foundation, Inc.
Lighthouse of Broward
Miami Rescue Mission, Inc. d/b/a Broward Outreach Center
National Scholastic Chess Foundation, Inc.
Police Honor Guard of Broward County, Inc.
Project: VetRelief Inc.
Sawgrass Youth Sports Sunrise, Inc.

Scuotto-Marziliano Family Foundation, Inc.
Special Compass, Inc.
Sunrise Florida Chapter of SPEBSQSA, Inc. (Sunrise Chapter of Sunshine Chordsmen)
Sunrise POPS, Inc.
Supermoms of Broward Inc.
Team of Life, Inc.
<u>The Autism Hero Project, Inc.</u>
The Dan Marino Foundation, Inc.
Undercover Angels, Inc.
United Negro College Fund, Inc.
United Way of Broward County
Unmute Yourself, Inc.
Voices for Children of Broward County, Inc.
Volunteer Action Center of Broward County, Inc.
Zmotion Racing Foundation, Inc.

<u>Fundraising Events for Charities and Charitable Programs</u>

Back-to-school Backpack Program
Brain Injury WalkAbout
Christmas in July
Children's Holiday Party
City vs. Chamber Softball Tournament
Jingle Bell Jog
Lighthouse of Broward Egg-Stravaganza
Lighthouse of Broward Holiday Parties
Paralyzed Veterans Association of Florida, Inc.
Police K-9 Memorial at Markham Park
Relay for Life
Santa's Express
Spring Fling Social
Spring Holiday Baskets
Sunrise Center for Excellence in Chess
Sunrise Elks Lodge 2273
Sunrise Pops Fundraiser & Concerts
Sunrise Spooktacular
Thanksgiving Turkey Drive
Toys in the Sun Run
Sunrise Suns – Wheelchair Basketball
Wings for Life World Run

City Events

9/11 Remembrance Ceremony
Anime/Comic Con/Game Con Event
Art Gallery Opening Receptions in the City's Gallery
Autism Swims
Back to School Round Up
Bike Rodeo
Champions of Chess Tournament
Cultural Festival
Drive-in and Outdoor Movies
Earth Day
Egg Hunt
Employee Appreciation Dinner
Employee Picnic
End of School Celebration
Fall Harvest Festival
Farm Share
Fire Prevention Open House
Fishing Derby
Fort Lauderdale International Film Festival
Grand Opening Events
Haunted Halloween/Trick-or-Treat at Fire Stations
Ho Ho Hotline/Letters to Santa
Holiday Tree Lighting
July 4th Celebration
Leisure Services Athletic Programs
Leisure Services Youth Recreation Events
Mayors' Chess Challenge
Memorial Day
MLK Events
National Night Out
Sam's Club Block Party
Santa's Express
Shop with a Cop
Social Services Programs
Sundaes with Santa
Sunrise 5K Event
Sunrise Arts and Crafts Festivals
Sunrise Business EXPO
Sunrise Car Show

Sunrise Loves Our Seniors
Sunrise Senior Center Events and Programs
Taste of Sunrise
Theatre Shows and Concerts
Trick or Trot 5K
Tunes & Trucks Concert Series
Veteran’s Day
VPK Expo
Winter Wonderland
Woofstock
Word Up
World Health Day
Youth Athletics Season Opening Events
Youth Poetry Programs

Detail by Entity Name

Foreign Not For Profit Corporation
THE AUTISM HERO PROJECT, INC.

Filing Information

Document Number	F23000000598
FEI/EIN Number	47-5576289
Date Filed	01/17/2023
State	IL
Status	ACTIVE

Principal Address

4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Mailing Address

PO Box 4311
Windham, NH 03087

Changed: 12/19/2023

Registered Agent Name & Address

NITTEL-MORALES, TAMIKA L
4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Officer/Director Detail

Name & Address

Title President, Director

Lecheé Morales, Tamika
4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Title Secretary, Director

Hanley, Alison
4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Title Director

Santiago- Keenon, Carmen
4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Title Director

Gayton, Melanie
4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Title Director

Dahik, Carissa
4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Title Director, Treasurer

Rodriguez, Madelyn
4954 PELICAN MANOR
COCONUT CREEK, FL 33073

Annual Reports

Report Year	Filed Date
2024	04/22/2024
2025	04/29/2025

Document Images

04/29/2025 -- ANNUAL REPORT	View image in PDF format
04/22/2024 -- ANNUAL REPORT	View image in PDF format
01/17/2023 -- Foreign Profit	View image in PDF format

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: [illegible]2017

THE AUTISM HERO PROJECT
C/O DANIEL BLANK
1167 JOHNSON DR
BUFFALO GROVE, IL 60015

Employer Identification Number:
47-5576289
DLN:
17053322327006
Contact Person:
CASEY A SUTFIELD ID# 31474
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 4, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Detail by Entity Name

Florida Not For Profit Corporation
MIAMI RESCUE MISSION, INC.

Filing Information

Document Number	737458
FEI/EIN Number	59-1743865
Date Filed	12/06/1976
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/03/2005
Event Effective Date	NONE

Principal Address

3553 NW 50TH STREET
MIAMI, FL 33142

Changed: 10/18/2017

Mailing Address

3553 NW 50TH STREET
MIAMI, FL 33142

Changed: 10/18/2017

Registered Agent Name & Address

Whitworth, James
450 NE 51 Court
FORT LAUDERDALE, FL 33334

Name Changed: 02/03/2026

Address Changed: 02/03/2026

Officer/Director Detail

Name & Address

Title Director

Gutierrez, Pete
11454 SW 127TH COURT
MIAMI, FL 33186

Title Chairman

TEW, JEFFREY
100 S. E. Second Street
Suite 2900
MIAMI, FL 33131

Title President

Villasuso, Antonio
590 SW 10th street
unit # 4
Miami, FL 33130

Title Director of Operations

WHITWORTH, JAMES
450 NE 51 Court
FORT LAUDERDALE, FL 33334

Title Secretary

Bretones, Gisela
215 NW 48th Street
Miami, FL 33127

Annual Reports

Report Year	Filed Date
2024	06/07/2024
2025	01/15/2025
2026	02/03/2026

Document Images

02/03/2026 -- ANNUAL REPORT	View image in PDF format
01/15/2025 -- ANNUAL REPORT	View image in PDF format
07/08/2024 -- Reg. Agent Change	View image in PDF format
06/07/2024 -- ANNUAL REPORT	View image in PDF format
05/15/2023 -- ANNUAL REPORT	View image in PDF format
03/08/2022 -- ANNUAL REPORT	View image in PDF format
04/12/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/07/2019 -- ANNUAL REPORT	View image in PDF format
03/14/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
04/12/2016 -- ANNUAL REPORT	View image in PDF format

04/17/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
03/06/2013 -- ANNUAL REPORT	View image in PDF format
04/17/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
03/04/2010 -- ANNUAL REPORT	View image in PDF format
03/18/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
01/31/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
03/03/2005 -- Amendment	View image in PDF format
03/01/2005 -- ANNUAL REPORT	View image in PDF format
04/02/2004 -- ANNUAL REPORT	View image in PDF format
02/21/2003 -- ANNUAL REPORT	View image in PDF format
05/03/2002 -- ANNUAL REPORT	View image in PDF format
04/28/2001 -- ANNUAL REPORT	View image in PDF format
03/03/2000 -- ANNUAL REPORT	View image in PDF format
03/22/1999 -- ANNUAL REPORT	View image in PDF format
03/03/1998 -- ANNUAL REPORT	View image in PDF format
04/14/1997 -- ANNUAL REPORT	View image in PDF format
03/06/1996 -- ANNUAL REPORT	View image in PDF format
01/31/1995 -- ANNUAL REPORT	View image in PDF format

Miami Rescue Mission Broward Outreach Centers Inc.

EIN: 59-1743865 | Miami, Florida, United States

Other Names

MIAMI RESCUE MISSION INC

MIAMI RESCUE MISSION

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2024 Form 990**
- **Tax Year 2022 Form 990**
- **Tax Year 2021 Form 990**
- **Tax Year 2020 Form 990**

- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990
- Tax Year 2016 Form 990