TOWN OF MIAMI LAKES, FLORIDA
AGENDA
Regular Council Meeting

September 10, 2019
6:30 PM

Video stream of meetings can be viewed here:

https://pub-miamilakes.escribemeetings.com

Pages

1. **SPECIAL PRESENTATIONS (Presentations shall take place prior to the commencement of the Regular Council Meeting, at 6:00 PM)**

2. **CALL TO ORDER**

3. **ROLL CALL**

4. **MOMENT OF SILENCE**

5. **PLEDGE OF ALLEGIANCE**

6. **ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS)**

7. **PUBLIC COMMENTS**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

Remote Public Comments: Please register with the Town Clerk from the date the agenda is released to the date before the meeting. For additional information, please contact clerk@miamilakes-fl.gov

Live Remote Public Comments: Livestreamed meetings will now allow the submission of Live Remote Public Comments. If you wish to be part of the scheduled Zoom meeting, please join the meeting by clicking on the URL Link below:

Live Remote Public Comments

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*This item requires the waiver of item 7.2 of the Special Rules of Order

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This item requires the waiver of item 6.9 of the Special Rules of Order.

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18. ADJOURNMENT

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a

speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Sports Hall of Fame**

Subject: **Sports Hall of Fame Report**

Date: **September 10, 2019**

Recommendation:

Please see attached report.

Miami Lakes Sports Hall of Fame Committee
Committee Report
September 2019

TO: Honorable Mayor and Councilmembers
FROM: Sports Hall of Fame Committee
DATE: September 10, 2019
SUBJECT: Recommendations for changes to the resolution.

Recommendation
The committee asks that the Town Council to review and accept the following changes to Resolution 15-1291:

The members of the committee have come up with a change upon having gone through three induction ceremonies that might help the committee in coming years with additional nominations.

- 1. This committee passed an item in their meeting on August 13, 2019, that recommends on setting a set date as the first Saturday of June to have the induction ceremony.

Fiscal Impact
There would be no fiscal impact to the town or the budget of this committee at this time.

Background
The committee has met on numerous occasions and every year it comes up that we need to have a set date on the calendar. This set date will allow the committee to work closely with nominees especially some that might no longer live in the town. It would also allow the committee to have top billing on the town's calendar with no other events to be held.

Information on Item 1: An example as to why this is so important to us as we had a nomination this year that we had to table due to the fact that we didn't have a date set in stone. With the change made last year we have changed the dates of closing for nominations. This also would allow for uniformity of the induction ceremony being the same date year after year. It is also before school ends and wouldn't be impacted by summer vacation.

Item was met with unanimous consent of the committee, including chair Roman Garcia, vice-chair Helen Roldan, secretary Marcos Gutierrez and committee members Karina Cid and Jim Hamilton.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Economic Development Committee**

Subject: **Economic Development Committee – Request of Reallocation of Funds**

Date: **September 10, 2019**

Recommendation:

The Economic Development Committee is requesting the following reallocation of funds:

Request-

That $1,000 funds from the EDC ML CH SS (0017457-549200 ML CH) be reallocated to the Sponsorship/Volunteer Appreciation Breakfast line item (0017957-548160)

Attachments:

Request for Reallocation of Funds

MIAMI LAKES
Growing Beautifully
6601 Main Street • Miami Lakes, Florida, 33014
(305) 364-6100 • Fax: (305) 558-8511
www.miamilakes-fl.gov

REQUEST FOR REALLOCATION OF FUNDS

- ☐ Cultural Affairs Committee
- ☐ Elderly Affairs Committee
- ☐ Neighborhood Improvement Committee
- ☐ Public Safety Committee
- ☐ Planning & Zoning Board
- ☑ Economic Development Committee
- ☐ Education Advisory Board
- ☐ Par 3 Park Committee
- ☐ Special Needs Committee
- ☐ Youth Activities Task Force
- ☐ Veterans Committee
- ☐ Other: _____

Amount: $1,000.00

Date Approved by Committee:
(Please attach meeting minutes)

**Pursuant to the Town's Budget Ordinance, if the request exceeds $700 it must be presented and approved by the Town Council at a Council Meeting.*

Reason for Request: The Committee would like to allocate these funds from the EDC ML CH SS to Sponsorship/Volunteer Appreciation Breakfast.

What line item are the funds currently allocated in? (Line item number and description) 0017457-549200 ML CH

What line item are you requesting the funds be reallocated to? (Line item number and description) 0017957-548160 Sponsorship/Volunteer Appreciation Breakfast

Chairperson 8/20/19
Date

FOR OFFICE USE ONLY:

- ☐ Approved
- ☐ Denied

Edward Pidermann, Town Manager

Date

Budget revised by:

Finance Department

Date

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Elderly Affairs Committee**

Subject: **Elederly Affairs Committee – Request of Reallocation of Funds**

Date: **September 10, 2019**

Recommendation:

The Elderly Affairs Committee is requesting the following two reallocation of funds:

Request #1-

That $1,500 funds from the EAC SS Senior Social line item (0017417-548150) to be reallocated to the Sponsorship/Volunteer Appreciation Breakfast line item (0017957-548160)

Request #2-

That $1,000 funds from the EAC SS Senior Social Line item (0017417-548150) to be allocated to the Miami-Dade Age Friendly 2019 Mini-Grant line item (0017237-553090)

Attachments:

Request for Reallocation of Funds #1
Request for Reallocation of Funds #2

MIAMI LAKES
Growing Beautifully
6601 Main Street • Miami Lakes, Florida, 33014
(305) 364-6100 • Fax: (305) 558-8511
www.miamilakes-fl.gov

REQUEST FOR REALLOCATION OF FUNDS

- ☐ Cultural Affairs Committee
- ☒ Elderly Affairs Committee
- ☐ Neighborhood Improvement Committee
- ☐ Public Safety Committee
- ☐ Planning & Zoning Board
- ☐ Economic Development Committee
- ☐ Education Advisory Board
- ☐ Par 3 Park Committee
- ☐ Special Needs Committee
- ☐ Youth Activities Task Force
- ☐ Veterans Committee
- ☐ Other: _____

Amount: $1,500.00

Date Approved by Committee:
(Please attach meeting minutes)

**Pursuant to the Town's Budget Ordinance, if the request exceeds $700 it must be presented and approved by the Town Council at a Council Meeting.*

Reason for Request: The Committee would like to allocate these funds from the EAC SS Senior Social to Sponsorship/Volunteer Appreciation Breakfast.

What line item are the funds currently allocated in? (Line item number and description) 0017417-548150 Elderly Affairs Committee SS Senior Social

What line item are you requesting the funds be reallocated to? (Line item number and description) 0017957-548160 Sponsorship/Volunteer Appreciation Breakfast

Dorothy Wise 8/14/19
Chairperson Date

FOR OFFICE USE ONLY:

- ☐ Approved
- ☐ Denied

Budget revised by:

Edward Pidermann, Town Manager

Finance Department

Date

Date

MIAMI LAKES
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REQUEST FOR REALLOCATION OF FUNDS

- ☐ Cultural Affairs Committee
- ☒ Elderly Affairs Committee
- ☐ Neighborhood Improvement Committee
- ☐ Public Safety Committee
- ☐ Planning & Zoning Board
- ☐ Economic Development Committee
- ☐ Education Advisory Board
- ☐ Par 3 Park Committee
- ☐ Special Needs Committee
- ☐ Youth Activities Task Force
- ☐ Veterans Committee
- ☐ Other: _____

Amount: $1,000.00

Date Approved by Committee:
(Please attach meeting minutes)

**Pursuant to the Town's Budget Ordinance, if the request exceeds $700 it must be presented and approved by the Town Council at a Council Meeting.*

Reason for Request: The Committee would like to allocate these funds from the EAC SS Senior Social to Miami-Dade Age-Friendly 2019 Mini-Grant.

What line item are the funds currently allocated in? (Line item number and description) 0017417-548150 Elderly Affairs Committee SS Senior Social

What line item are you requesting the funds be reallocated to? (Line item number and description) 0017237-553090 Miami-Dade Age-Friendly 2019 Mini-Grant

Dorothy Wiz 9/4/19
Chairperson Date

FOR OFFICE USE ONLY:

- ☐ Approved
- ☐ Denied

Budget revised by:

Edward Pidermann, Town Manager

Finance Department

Date

Date

Town of Miami Lakes
Memorandum

To: **Honorable Mayor and Councilmembers**

From: **Gina M. Inguanzo, Town Clerk**

Subject: **Approval of Minutes**

Date: **September 10, 2019**

Recommendation:

Attached please find Minutes for your review and approval.

- July 15, 2019 Sunshine Meeting
- July 16, 2019 Regular Council Meeting
- July 18, 2019 Sunshine Meeting
- August 6, 2019 Sunshine Meeting
- August 19, 2019 Special Call Meeting
- August 27, 2019 Special Call Meeting
- August 27, 2019 Third Budget Workshop

Attachments:

July 15, 2019 Sunshine Meeting Minutes
July 16, 2019 Regular Council Meeting Minutes
July 18, 2019 Sunshine Meeting Minutes
August 6, 2019 Sunshine Meeting Minutes
August 19, 2019 Special Call Meeting Minutes
August 27, 2019 Special Call Meeting Minutes
August 27, 2019 Third Budget Workshop Minutes

MINUTES
Sunshine Meeting
July 15, 2019
7:30 PM
Town Hall- Mayor's Conference Room 202
6601 Main Street
Miami Lakes, Florida 33014

1. **Call to Order:**

Meeting began at 7:30 p.m.

The following councilmembers were present: Carlos Alvarez, Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, and Marilyn Ruano. Vice Mayor Nelson Rodriguez participated over a conference call. Mayor Manny Cid was not present. The following Town Staff was present: Town Manager Edward Pidermann, Deputy Town Attorney Lorenzo Cobiella, Deputy Town Clerk Ashley Shepple, and Mayor's Assistant Joseph Sosa. Some Miami Lakes residents were present.

2. **Items Discussed:**

A. Budget & Franchise Fees

Councilmember Dieguez called the meeting order. This meeting was called to discuss a probable preliminary plan to address the budget deficit for the upcoming 2019-2020 Fiscal Year Budget and setting the rate of the Florida Power Light Franchise Fee. Other Sunshine Meetings were schedule to discuss these topics in depth. A Sunshine Meeting to discuss Budget Austerity on July 18th at 7:45PM and Franchise Fee on August 6th at 7:30 PM.

Adjournment:

This meeting was adjourned at 9:30 p.m.

Approved on this __ day of ___ 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina M. Inguanzo, Town Clerk

MINUTES DRAFT
Regular Council Meeting
July 16, 2019
6:30 P.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Special Presentations started at 6:00 pm.

Mayor Manny Cid called the meeting to order at 6:50 p.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers being present: Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmember Marilyn Ruano joined the meeting at 6:55 p.m.

3. MOMENT OF SILENCE:

Town Manager, Ed Pidermann led the invocation.

Ariel Fernandez from "Better You Minute", shared some words of wisdom and asked us to work and compromise with each other.

4. PLEDGE OF ALLEGIANCE:

Councilmember Carlos Alvarez led the Pledge of Allegiance.

5. SPECIAL PRESENTATIONS:

Mayor Cid asked the Town Attorney to present to Judge Monica Gordo, the newly appointed Judge to the Third District Court of Appeals, with the Proclamation stating July 16, 2019 as "Monica Gordo Day". Judge Gordo is the first Miami Laker to sit on this high court.

Mayor Cid asked Councilmember Collazo to present the Elderly Affairs Committee with the Proclamation of World Elder Abuse Awareness Day in the Town of Miami Lakes.

Mayor Cid recognized Parks and Recreation staff with a Proclamation designating July 12, 2019 as Park and Recreation Day in the Town of Miami Lakes.

Mayor Cid recognized Ms. Lynn Matos and Mr. Guiseppe Zuozo for their amazing work at the Miami Lakes Food & Wine and for being nominated for the 2019 GMFEA Best Event in Miami Dade County.

Mayor Cid asked Major Ruiz to recognize Lieutenant Jose Gonzalez for his 25 years with law enforcement work as part of the MDPD.

Mayor Cid asked Matthew Palacios to address the audience and speak about his great event, which is to recruit people to be part of his boundless basketball team - a team of players in wheelchairs.

Mayor Cid recognized Councilmember Carlos Alvarez for his work as Principal of a A+ school.

6. ELECTION OF VICE MAYOR: None

7. ORDER OF BUSINESS (DEFERRALS, ADDITIONS, AND DELETIONS)

Mayor Cid pulled item 11B.

Councilmember Dieguez moved to call a Special Call Meeting for August 20th at 6:30 pm, to set a Franchise Fee Rate and moved to defer his item on FPL Restrictive Ordinance 16N. This motion was seconded by Councilmember J. Rodriguez. All were in favor.

Councilmember Dieguez made a motion to move the Town Budget Workshop to follow the Special Call Meeting. The motion was seconded by Vice Mayor Rodriguez. All were in favor.

Councilmember Dieguez moved to defer the Workshop on Performance Measures of the Town Manager, Town Attorney and Town Clerk to take place sometime in August. Vice Mayor Rodriguez seconded the motion. Councilmember Dieguez amended his motion for the Workshop on Performance to take place sometime in October. Vice Mayor Rodriguez seconded the motion and all were in favor of the amendment. All councilmembers were in favor of the original motion as amended.

Councilmember Dieguez asked to defer item 16B and 13C. Councilmember Ruano requested to defer item 16C to the September 10th meeting. Councilmember J. Rodriguez asked to move item 14A after the Consent Calendar. Vice Mayor Rodriguez asked to move item 16I after the Consent Calendar and before 14A. Vice Mayor Rodriguez asked to defer 16L.

Councilmember Alvarez moved to change the order of business and it was seconded by Councilmember J. Rodriguez. All were in favor.

8. PUBLIC COMMENTS:

The Town Clerk, Gina Inguanzo read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes.

Hope Esperanza Reynolds came to the Town Council to speak about the Sunshine meeting held on July 15th; about the Franchise Fee and the Austerity bond and asked the Town Council to stop approving projects and to focus on making payments.

Alex Ariano came to the Town Council to speak about bond issues, new tax increases and about the special taxing districts.

Tony Tamayo came to the Town Council to speak about the flood issues in his home and his neighbor's homes; he also stated that water from the streets come into their homes through the garage.

Tony Mendez came to the Town Council and requested for the work started in the Dog Park to be finished and make it a safer place.

Miguel Martinez came to the Town Council and spoke about the group he has created in order to address the blasting effects and encouraged to work together and focus in the common goal.

Dr. Dave Bennet came to the Town Council and spoke about the solutions that are attainable regarding the blastings.

De Santis parents and Lucas came to the Town Council to speak about Autism and asked for assistance in fundraising.

Terry Murphy came to the Town Council to speak about special taxing districts and asked who is negotiating on behalf of the residents and about the wages the security guards make.

Mirtha Mendez came to the Town Council to speak about special taxing districts, about the lack of a budget for her HOA and her need to see a budget before her HOA meeting.

Maribel Balbin came to the Town Council to speak about the repaving of 82nd Avenue, and she requested for a cross walk to be placed on said intersection. She also said that she welcomes an increase in the millage rate in order to improve and expand services.

Carmen Stewart Regalado came to the Town Council to thank Vice Mayor Rodriguez for always remembering the legacy of the Brianna Vergara Foundation.

Claudia Vergara came to the Town Council to thank Vice Mayor Rodriguez for naming the courtyard after her daughter Briana Vergara, she spoke about her foundation and how the foundation keeps her living and how important it is to create awareness and save lives.

Alexa Regalado thanked Vice Mayor Rodriguez for honoring Briana Vergara.

9. APPOINTMENTS:

Marlene Diaz to the Neighborhood Improvement Committee by Councilmember Dieguez;

Suzanne Chopiani to the Cultural Affairs Committee by Vice Mayor Rodriguez;

Yvonne Moreno to the Blasting Advisory Board by Major Cid;

Mara Falero to the Blasting Advisory Board by Vice Mayor Rodriguez;

Loli Stack to the Blasting Advisory Board by Major Cid;

Carlos Fernandez to the Special Needs advisory Board by Major Cid;

Jill Brookner to the Special needs Advisory Board by Jeffrey Rodriguez.

Motion to move by Vice Mayor Rodriguez and seconded by Councilmember J. Rodriguez. All were in favor.

10. COMMITTEE REPORTS:

None

11. CONSENT CALENDAR:

Motion to approve the Consent Calendar by Councilmember Alvarez. The motion was seconded by Councilmember Dieguez. All were in favor.

A. Minutes

- June 4, 2019, Regular Council Meeting
- June 19, 2019 Sunshine Meeting
- July 8, 2019 Committee Budget Workshop
- July 8, 2019 Special Call Meeting

Approved on Consent.

B. Resolution Adopting the Stormwater Master Plan (Pidermann)

Mayor Cid pulled this item. Mayor Cid made a motion to ensure that once Town Staff starts the design of the project, to take into consideration all the issues in the NW 166th corridor and all the different streets around that area; that is, Mayor Cid made a motion requesting that NW 166th corridor and surrounding areas be added in the Stormwater Master Plan and to approve item 11B. The motion was seconded by Vice Mayor Rodriguez. All were in favor.

C. Resolution approving the award of a contract for ITB 2019-28, Ground Maintenance Services for FDOP rights-of-way sites to Superior Landscaping & Lawn Services, Inc. not to exceed $158,919.60 (Pidermann)

Approved on Consent.

D. Resolution approving a Memorandum of Understanding with Our Lady of the Lakes School for the placement of school based law enforcement officers (SBLEO) by the Town for the 2018-19 school year. (Pidermann)

Approved on Consent.

E. Resolution approving the award of a contract for ITB 2019-29, Royal Oaks Park Athletic LED Retrofit Lighting to electrical contracting services, Inc. not to exceed $180,930.

Approved on Consent Agenda.

12. ORDINANCES IN FIRST READING

A. Variance Application Fees Ordinance (J. Rodriguez)

The Town Attorney, Raul Gastesi, read the title of the Ordinance into the record.

The Town Manager presented the item.

Councilmember Rodriguez made a motion to move the Ordinance in first reading and it was seconded by Councilmember Vice Mayor Rodriguez. The Town Clerk called the roll and the motion passed, 6-1, with Mayor Cid voting in opposition.

13. ORDINANCE IN SECOND READING (Public Hearings)

A. Parking of Commercial Vehicles (Ruano)

The Town Attorney, Raul Gastesi, read the title of the Ordinance into the record.

Councilmember Dieguez motioned to extend the meeting to 1 am. Mayor Cid seconded the motion and all were in favor.

Mayor Cid opened the public hearing.
No one wishing to speak, the Mayor closed the public hearing.

The Town Manager presented the item.

Councilmember Ruano made a motion to approve the Ordinance in second reading. The Town Manager explained that town staff will work with Code Enforcement for it to be sof implementation. Councilmember Dieguez seconded the motion. The Town Clerk called the roll and the motion passed, 6-1, with Mayor Cid voting in opposition.

B. Dockless Mobility- bicycles and scooters (Pidermann)

The Town Attorney, Raul Gastesi, read the title of the Ordinance into the record.

Mayor Cid opened the public hearing.

Kathy San Pedro, spoke on behalf of Bird Rides, Inc.,
No one else wishing to speak, Mayor Cid closed the public hearing.

Councilmember Collazo made a motion to approve with the following two items in the MOU to be included: 1) the ability to add additional terms (to amend) as needed in the section of the MOU and 2) that the MOU has to come back to the Town Council for approval for ratification.

The motion was seconded by Councilmember Dieguez. Mayor Cid stated that he wanted a MOU with bikes. The Town Clerk called the roll and the motion passed with all voting in favor.

C. Granting to FPL, an Electric Franchise, imposing provisions and conditions (Pidermann)

This item was deferred.

14. QUASI-JUDICIAL ITEMS (Public Hearing)

A. Modification to a Conditional Use for an indoor shooting range

Councilmember Collazo recused himself and stated the reason on the record.

The Town Attorney read the quasi-judicial instructions and the title of the resolution into the record.

Mayor Cid opened the public hearing

The Town Clerk sworn in all the individuals wishing to speak on this public hearing.

The Town Clerk stated for the record that her office received three different emails from three different individuals. The emails were from: Ms. Lina Agudelo, Mr. Jose Asunce and from Mr. Ken Vollbracht.

Ex-parte communications were stated on the record:

Councilmember Alvarez stated that he had no ex-parte communications.

Mayor Cid stated that he had communications with Attorney Javi Vazquez and Leo Gonzalez and provided his ex-parte communication disclosure form.

Vice Mayor Rodriguez stated that he had spoken to Javi Vazquez and submitted his ex-parte disclosure form.

Councilmember Ruano stated that in the last seven days, she had no communications and provided her ex-parte communication disclosure form

Councilmember J. Rodriguez stated that he had spoken to Javi Vasquez and submitted his ex-parte disclosure form.

Councilmember Dieguez stated that he has not spoken to anyone in the last seven days and provided his ex-parte communication disclosure form.

Mr. Tucker Gibbs came to the Town Council and represented his client, Modern Art Inc. With him came Mr. Sam Shroeder, who is an acoustic expert. Mr. Gibbs presented his case.

Susana Alonso, Principal Town Planner, presented the item with staff recommendations and answered questions posed by the Town Council.

Javi Vaquez, came to the Town Council and presented his case on behalf of the Applicant, Andy's Shooting Range.

Councilmember Ruano made a motion to accept the documents provided by Mr. Vaquez into the record. Councilmember Dieguez seconded the motion and all were in favor.

Public Comments:

Olga Ismael came to the Town Council and spoke about the good quality of life of the Miami Lakes and stated the Andy's Shooting Range will attract individuals who want to use the shooting range.

Yvonne Alvarez came to the Town Council to speak about Dancity Studios and her concern about having a shooting range next to her business. She stated that it is a public safety concern because her business caters to children.

Carmen Stewart Regalado came to the Town Council to speak about the public safety issue that the shooting range might pose to the children attending Dancity Studio.

Byron Gordillo came to the Town Council to speak about the public safety risk of having people who lack experience handling weapons, in a shooting range very close to a dance studio.

Adriana Vilasoto came to the Town Council to speak about the good quality of life in the Town of Miami Lakes and her fear of having a shooting range opened near the dance studio, about the people who lack experience handling weapons in that location, and about Resolution 15-1319 and the conditions met and conditions not met.

Eduardo Tapanes came to the Town Council to speak about his objection to the shooting range, due to a public safety concern and that the shooting range does not comply with the restrictions stipulated in the Resolution. Councilmember Dieguez made a motion to allow Mr. Tapanes to provide a document to the Town Council and for this document to be accepted into the record as evidence. The motion was seconded by Councilmember J. Rodriguez and all were in favor.

Raul Diaz came to the Town Council so speak about his objection to the shooting range because it allows incompatibility use to the existing use that already exists, public safety concerns, the disruptive conditions that his business allegedly suffers and asked the Town Council to deny the modification. During his public comments, Mr. Diaz played his audio recording heard from his business. The Applicant objected to accepting the audio recording into the record.

Mayor Cid called for a recess at 9:00 pm.

The Town Clerk called the roll at 9:30 pm to re-convene the meeting. All councilmembers were present. Councilmember Collazo was absent due to his recusal.

The Town Attorney explained that Mr. Diaz can present the audio as evidence. Attorney Javi Vazquez stated his objection to the audio being part of the record. Objection was noted. No vote was taken on this matter and Mr. Diaz proceeded to play the audio.

Sam Schroeder came to the Town Council to provide his acoustical expert opinion on this case. He stated he was retained by Mr. Diaz.

Javi Vazquez presented his rebuttal on the case.

The Applicant, Andy Perez, Jr., came to the Town Council to speak on his behalf and on his application.

Susana Alonso, Principal Town Planner, answered questions posed by the Town Council.

Eliezer Palacio, Building Official, answered questions posed by the Town Council.

Adriana Vilasoto came to the Town Council again to speak about the conditions on the original Resolution that were not met.

Vice Mayor Rodriguez motioned to accept Alina Soto's testimony into the record. The motion was seconded by Councilmember J. Rodriguez and all were in favor. Alina Soto stated that Dancity Studios has a lawful approval since 2006.

Mayor Cid closed the public hearing.

Mayor Cid made a motion to extend the meeting to midnight. The motion was seconded by Councilmember Dieguez and all were in favor.

Councilmember Cid motion to add to the conditional use amendment the following language: all customers with no experience will be supervised one on one by range staff. The motion was seconded by Councilmember Dieguez and all were in favor.

Councilmember Dieguez made the motion to approve the conditional use as amended, and Councilmember Rodriguez seconded the motion. The motion passed 5-1, with Councilmember Alvarez in opposition and Councilmember Collazo being recused.

Councilmember Ruano motioned to re-open the Order of Business, the motion was seconded by Vice Mayor Rodriguez and all were in favor. Then, Councilmember Ruano motioned for item 16H to be heard right before Ordinances in first reading. The motion was seconded by Councilmember Dieguez and all were in favor.

15. RESOLUTIONS

A. Resolution approving RFP 2019-13, Security Guard Services for Special Taxing Districts (Pidermann)

The Town Attorney read the resolution into the record.

The Town Manager presented the item.

Vice Mayor Rodriguez made a motion to accept the Resolution and it was seconded by Councilmember J. Rodriguez. Mayor Cid stated that he would like to have a Special Taxing District Workshop to ensure everyone gets heard. All were in favor.

B. Resolution dissolving the Historical Society Committee (Dieguez)

The Town Attorney read the resolution into the record.

Councilmember Dieguez made a motion to adopt the resolution. The motion was seconded by Councilmember Rodriguez and all were in favor.

C. Resolution co-designating that portion of NW 170th Street and NW 87th Avenue as SGT. Larry E. Marrero Drive

The Town Attorney read the resolution into the record.

Vice Mayor Rodriguez made a motion to approve the resolution. The motion was seconded by Councilmember Alvarez and all were in favor.

D. Resolution declaring the Town's proposed millage rate, rolled-back rate computed pursuant to 200.065(1). (Pidermann)

The Town Attorney read the resolution into the record.

The Town Manager presented the item and answered questions posed by the Town Council. The Town Manager explained that if the millage rate proposed is set at 2.8899 mills, if would off set any deficit caused by the FPL Franchise Fee loss.

Councilmember Dieguez made a motion to amend the resolution as proposed, and to set the maximum millage rate at 2.8899 mills. Councilmember Rodriguez seconded the motion and the motion passed, 6-1, with Mayor Cid voting in opposition.

16. NEW BUSINESS

A. K-9 Cove Parking Lot (Alvarez)

Councilmember Alvarez made a motion to consider adding to the Strategic Master Plan, adding a parking lot to the K-9 Cove. The motion was seconded by Mayor Cid and all were in favor.

B. Fairway Drive Traffic Calming (Dieguez)

This item was deferred.

C. Mobility Fee (Ruano)

This item was deferred to the September Meeting.

D. Committee Events Consolidation (Rodriguez)

Motion for Committee Chairs to work together and consolidate some events, to bring them down to 100 events a year. The motion was seconded by Councilmember Ruano and all were in favor.

E. Miami Lakes Independent Zip Code (Cid)

Mayor Cid made a motion to support the efforts being made by Congressman Mario Diaz Balart and Senator Marco Rubio for the creation of a singular Miami Lakes Zip Code. Councilmember Alvarez seconded and all were in favor.

F. Repaving of NW 82nd Avenue (Alvarez)

Councilmember Alvarez motion to consider adding the repaving of NW 82nd Avenue, from NW 154 Street to Oak Lane, as part of the Strategic Master Plan. The motion was seconded by Councilmember Dieguez. The Town Clerk called the roll and the motion passed, with Vice Mayor Rodriguez voting in opposition.

G. Temporary Dog Park Traffic Calming (Dieguez)

Councilmember Dieguez made a motion to waive the requirements of the County and install temporary street bumps near the Dog Park. Councilmember Alvarez seconded the motion. Councilmember Ruano made an amendment for it to have a dog crossing signage to be installed. Mayor Cid seconded the amendment. The main motion passed unanimously.

Councilmember Dieguez made amotion to extend the meeting to 1:45 am. Mayro Cid seconded the motion and all were in favor.

H. Homes flooding in Royal Oaks (Ruano)

Councilmember Ruano motioned to direct town staff to look into a feasible solution to the flooding issue in their block. Councilmember Dieguez seconded the motion and all were in favor.

Tony Tamayo stated that he is one of the neighbors who suffers from having water from the streets inside the house and he requested assistance from City Hall.

Richard Delgado stated that he is one of the neighbors who suffers from having water from the streets inside the house and he requested assistance from City Hall.

Axel Garcia stated that he is one of the neighbors who suffers from having water from the streets inside the house and he requested assistance from City Hall.

Carlos Acosta, Public Works Director, addressed the item and answered questions posed by the Town Council.

I. Naming of Courtyard at ROP (N. Rodriguez)

Vice Mayor made a motion to name the new courtyard in Royal Oaks Park in honor of Briana Vergara. The family will work with town staff and chose the name of their preference. The motion was seconded by Mayor Cid and all were in favor.

J. Volunteer Florida (Cid)

Mayor Cid made a motion directing staff to contact Volunteer Florida and launch Volunteer Connect so that Miami Lakes is one of the first municipalities to volunteer on-line. Vice Mayor seconded the motion and all were in favor.

K. Elected Officials Transition Procedures Act (Dieguez)

Councilmember Dieguez made a motion to formalize the procedures for transitioning new elected officials, town manager, town attorney and town staff and to install good government practice, as included in the memo. Councilmember Alvarez seconded the motion and all were in favor.

L. Trash and Waste Pickup (N. Rodriguez)

This item was tabled.

M. The Mayor's Back to School Beyblade Challenge Night (Cid)

Mayor Cid made a motion to utilize the Miami Lakes Youth Center to host a Beyblade Challenge night. Vice Mayor Rodriguez seconded the motion and it passed, 6-1, with Councilmember Rodriguez voting in opposition.

N. Franchise Fee Restrictive Ordinance (Dieguez)

This item was deferred to a Special Call Meeting.

O. Taxpayer Transparency Act (Cid)

Councilmember Dieguez motioned to waive the rules and Councilmember Ruano seconded the motion.

Mayor Cid motioned to direct town staff to look into getting our residents the detailed taxpayer receipt. Councilmember Rodriguez seconded the motion and all were in favor.

P. Modified Operating Hours (Dieguez)

Councilmember Dieguez motioned to waive the rules and Councilmember Ruano seconded the motion.

Councilmember Dieguez motioned to explore the idea of extending the Freebee operating hours- to modify the operating hours for extended service on Friday and Saturday. Councilmember Ruano seconded the motion and all were in service.

17. MAYOR AND COUNCILMEMBER REPORTS:

A. Participatory Budgeting

Mayor Cid wants to invite all the Town Council to visit 40 homes and to hear our residents needs. The meeting would be on the sunshine.

18. MANAGER'S REPORT

A. 2020 Florida Legislative Priorities & Funding Requests

The Town Manager presented the item. He asked the Town Council for the list of priorities to start adopting them soon.

B. Town Manager Monthly Police Activity Report

Town Manager, Javier Ruiz, provided the monthly crime report to the Town Council for the month of June.

19. ATTORNEY'S REPORT

The Town Attorney, Raul Gastesi, reported on the current litigation. September 10th is the Oral Argument on the Pizzi case.

ADJOURMENT:

There being no further business to come before the Council, the meeting adjourned at 1:22 a.m.

Approved this 10th day of September, 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina Inguanzo, Town Clerk

MINUTES
Sunshine Meeting
July 18, 2019
7:30 PM
Town Hall- Mayor's Conference Room 202
6601 Main Street
Miami Lakes, Florida 33014

1. Call to Order:

Meeting began at 7:45 p.m.

The following councilmembers were present: Carlos Alvarez, Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, and Marilyn Ruano, and Mayor Manny Cid. Vice Mayor Nelson Rodriguez participated over a conference call. The following Town Staff was present: Town Manager Edward Pidermann, Assistant Town Manager Tony Lopez, Deputy Town Attorney Lorenzo Cobiella, Deputy Town Clerk Ashley Shepple, Controller Kay Grant, Budget Officer Melissa Hernandez, and Mayor's Assistant Joseph Sosa. Some Miami Lakes residents were present.

2. Items Discussed:

A. Budget Austerity

Councilmember Josh Dieguez called the meeting order.

The Town Council discussed the FY 2019-2020 Budget. The Council Members examined line item by line item to see what line items could be reduced or eliminated. The Budget Officer and Controller kept track of all the line items the Town Council felt needed to be eliminated or reduced.

Adjournment:

This meeting was adjourned at 1:30 a.m.

Approved on this __ day of ___ 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina M. Inguanzo, Town Clerk

MINUTES
Sunshine Meeting
August 6, 2019
7:30 PM
Town Hall- Mayor's Conference Room 202
6601 Main Street
Miami Lakes, Florida 33014

1. Call to Order:

Meeting began at 7:45 p.m.

The following councilmembers were present: Carlos Alvarez, Joshua Dieguez, Jeffrey Rodriguez, and Marilyn Ruano, Vice Mayor Nelson Rodriguez, and Mayor Manny Cid. Luis Collazo participated over a conference call. The following Town Staff was present Town Manager Edward Pidermann, Assistant Town Manager Tony Lopez, Deputy Town Attorney Lorenzo Cobiella, Deputy Town Clerk Ashley Shepple, Controller Kay Grant, Budget Officer Melissa Hernandez, and Mayor's Assistant Joseph Sosa. Some Miami Lakes residents were present.

2. Items Discussed:

A. Franchise Fee

Councilmember Joshua Dieguez called the meeting order.

The Town Manager, Edward Pidermann along with the Councilmembers discussed the renewal of the FPL Franchise Fee Agreement and the fiscal impact FPL Franchise Agreement's absence would have on the Town's overall budget.

Councilmembers discussed their concerns regarding the use of Franchise Fees and their desire that the fee be used principally for infrastructure projects. The Councilmembers and Town Manager discussed the possibility of setting the Franchise Fee Rate at different percentages such as three percent, four percent, and six percent.

A possible solution was offered by Councilmember Josh Dieguez which included an Ordinance that would codify the use of excess Franchise Fee Dollars. This Ordinance will be presented at First Reading at the Special Call Meeting scheduled on Tuesday, August 27th.

Adjournment:

This meeting was adjourned at 10:45 p.m.

Approved on this __ day of ___ 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina M. Inguanzo, Town Clerk

MINUTES
Special Call Meeting
August 19, 2019
7:30 P.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 7:41 p.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Nelson Rodriguez and Marilyn Ruano, and Mayor Manny Cid. Carlos Alvarez joined the meeting at 7:51 p.m.

3. PLEDGE OF ALLEGIANCE:

Councilmember Josh Dieguez Collazo led the Pledge of Allegiance.

4. MOMENT OF SILENCE:

Councilmember Luis Collazo led the invocation.

5. PUBLIC COMMENTS:

Former Mayor Wayne Slaton came to the Town Council and praised the Town Attorney for his presentation, spoke about the historical context of the two bridges, stated that back during the 2000's, Miami-Dade County and both cities, Hialeah and Miami Lakes, were in total agreement and on the same page, when the Interlocal Agreements were entered into; he added that at the time, Commissioner Seijas acknowledge that 170th did not need to be opened, and took 170th out of the 20 year Metropolitan Planning Program, to widen 170th; and supported the Town Council 100% to preserve the Interlocal Agreements.

Esperanza "Hope" Reynolds came to the Town Council to speak about Channel 23's Erika Carillo's traffic issues report, taxation without representation, Special Taxing District charges, the removal of two lanes from 826 and the bridges of NW 154 and NW 170th.NW

Alex Ariano came to the Town Council to speak about the struggle to address issues with local/county governments, $23 trillion in debt at the federal level, traffic issues and gridlock and express lanes on the Palmetto and mental health as the most import issue today.

Ed Carrera came to the Town Council to thank the elected officials about fixing the traffic gridlock on 154. He also spoke about the situation of bridges on NW 154 and 170th

James McGrath came to the Town Council to speak about the bridges of NW 154 and 170th.

John Roberts spoke about the great quality life of the Town of Miami Lakes, the South Florida Autism School and about the bridges of 154 and 170th.

Derek Cintron came to the Town Council and spoke about the bridges of 154 and 170th, the possible ramps on these roads and about the litigation with respect to the bridges

JC Fernandez came to the Town Council and stated that he is against the opening of both bridges and urged the Town Council to proceed with the litigation.

Lillian Leon Gonzalez came to the Town Council and spoke about the traffic situation and the good quality of life of the Town of Miami Lakes. She stated that she is against the opening of both bridges.

Susana Herrera came to the Town Council and spoke about the possibility of building ramps to give access to I-75 on 170. She showed her design and a copy of her design was submitted to the Town Clerk.

Roger Goren came to the Town Council and spoke about the recent constructions around Town Hall and the traffic congestion on 154.

Jorge Gerena came to the Town Council and spoke about the good Town Attorney's presentation and about the public safety issue regarding traffic congestion on 154.

Hector Aleman came to the Town Council and spoke about good Town Attorney's presentation, traffic congestion and signal light coordination on 154, the mega mall and the traffic situation in the Town of Miami Lakes, and he supports the construction of a lineal park on 154.

Claudia Luces came to the Town Council and thank Councilmember Ruano for speaking against the statements expressed by Mayor Hernandez, about the repercussions that the Town of Miami Lakes will feel, if the bridges are opened and about commercial trucks riding over those bridges.

Mirtha Mendez came to the Town Council and stated that the issue with the bridges needs to be dealt with now.

Jose Mijares came to the Town Council and stated that he misses the cows in Miami Lakes and that the problem of traffic is due to the overbuilding taking place. He also stated that the Town Attorney did a good presentation.

Andres Suarez came to the Town Council and stated his concern about the traffic congestion, if the bridges were to open. He states that the Town of Miami Lakes should not have to pay for the mistake done by the City of Hialeah.

Maribel Balbin came to the Town Council and thanked Councilmember Ruano for speaking against the statements expressed by Mayor Hernandez, about the importance of the Interlocal Agreements signed by the two cities, about the fact that Commissioner Diaz and Commissioner Bovo neither live in Miami Lakes – yet they make decisions regarding the two bridges, and about her request to FDOT, to start the express line one mile from its current position, so that the residents of Miami Lakes could have an option to use the express lane.

Diana Raines came to the Town Council and stated about the traffic congestion on 170 and that her neighbors and her do not want the bridge to open.

Celia Rocco came to the Town Council and stated the Town Attorneys' presentation was very good and solid, about the lack of planning from the City of Hialeah and about the good quality of life in the Town of Miami Lakes.

6. ITEMS FOR DISCUSSION:

A. Bridges of 154 & 170th (Collazo)

Mayor Cid expressed his desire for the Town Attorney to present his PowerPoint presentation on the bridges and all the facts of the case and allow the public to be fully informed first, and once the PowerPoint Present concludes, the Public Comments section of the Agenda will take place. All were in favor.

The Town Attorney, Raul Gastesi, provided a PowerPoint presentation regarding the NW154th & NW 170th Bridges and the Conflict Resolution.

Councilmember Ruano stated that the Town Council as a whole, would like to request from the Honorable Mayor of Hialeah, Carlos Hernandez, a public apology to the residents of Miami Lakes for the remarks he recently said about our residents.

Councilmember Collazo introduced the item.

Councilmember Dieguez motioned to direct the town administration, for the Town Attorney to begin the dispute resolution procedures with respect to the 170th bridge and to authorize the Town Attorney to pursue litigation with regards to both bridges, using their discretion. Councilmember Collazo seconded the motion.

After some discussion, Councilmember Collazo expressed his wish for the town administration to review Ms. Susana Herrera's design and for Town Administration to provide a clear, definite answer regarding her design, which is to provide access and connectivity from 170th to I-75. Councilmember Collazo then amended the original motion, for it to state that Ms. Susana Herrera's design should be analyzed and explored as an alternative and for Town Staff to report back to the Town Council. All were in favor of Councilmember Collazo's amendment to the original motion. Then, the Town Clerk called the roll on the original motion as amended, passed unanimously.

Councilmember Rodriguez made a motion to consider starting the construction of the bridge lineal park, on its initial portion of 154. The motion was seconded by Councilmember Dieguez.

After some discussion, Councilmember Rodriguez amended his motion for it to read as follows: I want to direct town staff to start phase 1 of the 154th bridge park and as a separate authorization, I direct town staff to look into alternatives at 170th. The amendment was seconded by Councilmember Dieguez and all were in favor.

The Town Clerk called the roll on the original motion as amended, and the motion passed unanimously.

Mayor Cid called for a recess at 10:12 pm.

Mayor Cid called the meeting back to order 10:25 pm. The Town Clerk, Gina Inguanzo called the roll with the following Councilmembers present: Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Nelson Rodriguez and Marilyn Ruano, and Mayor Manny Cid. Carlos Alvarez left the meeting at 10:20 pm.

B. Needs Assessments of Special Needs Population (Cid, Collazo, Ruano)

Mayor Cid made a motion to approve the partnership with FIU Jorge M. Perez Metropolitan Center, to do the Needs Assessment of the Special Needs Population in the Town of Miami Lakes. The motion was seconded by Vice Mayor Rodriguez.

After some discussion, Councilmember Dieguez made a motion to move this item to next Tuesday's meeting and to get input from the Special Needs Advisory Board Committee and also let them know that most likely, for this year, the funds to pay for the proposed assessment will come from the Committee and that next fiscal year, the Council will look at other ways to fund the assessment. Councilmember Rodriguez seconded the motion. After some discussion, Councilmember Dieguez withdrew his motion.

Councilmember Ruano made a motion to amend the original motion, to state that the Town Council will commit to funding at the very least, $10,000 for the Special Needs Advisory Board Committee in the next coming fiscal year, year 2020. Mayor Cid seconded the

amendment to the original motion. Councilmember Rodriguez added that he agreed with the amendment, but that the time to address when or how we are going to get those funds is next Tuesday. Town Manager Pidermann added the following comment to the amendment "as long as there is nothing in the Resolution that created the Special Needs Advisory Board that would prevent us from allocating money to the Committee". The amendment to the original motion passed 5-1, with Councilmember Dieguez voting in opposition and Councilmember Alvarez being absent.

The Town Clerk called the roll and the original motion as amended, passed unanimously.

C. Manager's Report

Strategic Planning, Performance and Innovation Manager, German Cure, presented the item. He explained that in early August, the company called Drone Training School USA approached the Town of Miami Lakes to provide an in-kind, unsolicited drone footage and marketing video service for the Town.

Mr. Cure explained that the drone footage would be captured by staff from the Drone Training School as well as students from Kidworks USA, which is an after-school program center. Drone Training School provides a drone training program at Kidworks to children 4-13 years of age and is partially funded by the Children's Trust Foundation. In the case of the Town of Miami Lakes, the drone footage will showcase areas of the Town, such as streets and roads, canals, parks, etc., that are a part of the Miami Lakes Imagine 2025 strategic plan.

Mayor Cid made a motion to approve the partnership program with the Town. Councilmember Rodriguez seconded the motion and all were in favor. Councilmember Alvarez was absent.

ADJOURMENT:

There being no further business to come before the Council, the meeting adjourned at 11:00 p.m.

Approved this 10th day of September, 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina Inguanzo, Town Clerk

MINUTES DRAFT
Special Call Meeting
August 27, 2019
7:30 P.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. **SPECIAL PRESENTATIONS:** None

2. **CALL TO ORDER:**

   Mayor Manny Cid called the meeting to order at 7:41 p.m.

3. **ROLL CALL:**

   The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers being present: Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Marilyn Ruano, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmember Carlos Alvarez joined the meeting at 8:03 p.m.

4. **MOMENT OF SILENCE:**

   Pastor Juan Barek led the invocation.

5. **PLEDGE OF ALLEGIANCE:**

   Vice Mayor Rodriguez led the Pledge of Allegiance.

6. **ORDER OF BUSINESS (DEFERRALS, ADDITIONS, AND DELETIONS)**

   Councilmember Dieguez made a motion to waive the Special Rules or Order regarding item 11B, to discuss the item and to waive the rules of time limitations. Vice Mayor Rodriguez seconded the motion and all were in favor. Councilmember Alvarez was absent.

7. **PUBLIC COMMENTS:**

   The Town Clerk, Gina Inguanzo read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes.

   Esperanza "Hope" Reynolds came to the Town Council to speak about the proper decorum rules that should be followed during meetings and proper decorum rules applying to elected officials, about Mayor Hernandez' remarks and Councilmember Ruano's request for Mayor Hernandez to apologize in public to the residents of Miami Lakes, and asked for the special taxing district budgets to be revised to lower the assessments.

Alexander Ariano came to the Town council to talk about the Special Taxing District and specifically congratulated Loch Lomond Security Guard property owners for reducing their assessment by $190. He requested reserves in excess of 5% be eliminated and the assessments to be lowered.

Juan Barek came to the Town Council to speak on behalf of all the Hialeah Miami Lakes Republican Club and stated that State Representative, Ms. Cindy Polo, made a statement that was disrespectful to the resident of the Town of Miami Lakes.

Richard Kuper, Executive Director of the Miami Dade County League of Cities came to the Town Council to speak on behalf of the League and the important role it plays with all the municipalities and emphasized the desire to continue having the support of the Town of Miami Lakes.

8. APPOINTMENTS: None

9. COMMITTEES: None

10. CONSENT CALENDAR: None

11. ORDINANCES IN FIRST READING

A. Special Taxing Districts (Piderman)

The Town Attorney, Raul Gastesi, read the title of the Ordinance into the record.
The Town Manager presented the item.

Vice Mayor Rodriguez moved the Ordinance in first reading and it was seconded by Councilmember J. Rodriguez. The Town Clerk called the roll and the motion failed, 1-5, with Councilmember J. Rodriguez voting in support and Councilmembers Collazo, Dieguez, Ruano, Vice Mayor Rodriguez and Mayor Cid voting in opposition. Councilmember Alvarez was absent.

After the discussion and passing of the item 11B, Ordinance in first reading of the FPL Franchise Fee Infrastructure, the Vice Mayor Rodriguez made a motion to reconsider item 11A, which is the Ordinance in first reading regarding the Special Taxing District. The motion was seconded by Councilmember J. Rodriguez. The Town Clerk called the roll and all were in favor.

Councilmember Collazo motioned to waive the rules and it was seconded by Councilmember Dieguez and all were in favor.

After some discussion, Vice Mayor Rodriguez made a motion to move the Ordinance in first reading and it was seconded by Councilmember Ruano. The Town Clerk called the roll and the motion passed, 5-2, with Councilmember Alvarez, Dieguez, J. Rodriguez,

Ruano and Vice Mayor voting in support and Councilmember Collazo and Mayor Cid voting in opposition.

B. FPL Franchise Fee Infrastructure Account (Dieguez)

The Town Attorney read the title of the Ordinance in first reading.
The Town Manager presented the item.

Councilmember Dieguez made a motion to discuss the Ordinance in first reading. Councilmember Ruano seconded the motion and all were in favor. Councilmember Dieguez explained that he was going to make 7 amendments to the Ordinance in first reading and he was going to do so via 7 different motions. The motions were as follow:

1) Motion for the second Whereas clause to read "during the 2019 Budget Sunshine Meetings, the Town Council discussed concerns regarding specific uses of FPL Franchise Fee dollars; and for the third Whereas clause to read "as a means of ensuring that monies in excess of 3% of collected monthly Franchise Fee dollars would be sued specifically for Town infrastructure projects; and for the fourth Whereas clause to read " the Town Council desires to codify restrictions on the use of excess Franchise Fee Dollars, and provide a mechanism for its accounting and calculation; This motion was seconded by Councilmember J. Rodriguez and all were in favor.

2) Motion to amend Exhibit A to read the following way: "Effective, October 1, 2021, all monthly FPL Franchise Fee revenue in excess of one-half (1/2) of the collected monthly FPL Franchise Fee or $106,250, whichever is greater, shall be used by the town exclusively for:" Councilmember Ruano seconded the motion and all were in favor.

3) Motion to strike clause number 5 and for clause number 4 to read the following way: "Tree Trimming, removal, replacement or planting. The motion was seconded by Councilmember Collazo. After some discussion, Councilmember Dieguez withdrew his amendment and made the following new motion: To add clause number 5 back to the Exhibit A and leave clause number 4 with the changes already done by his amendment. The motion was seconded by Vice Mayor Rodriguez and all were in favor.

4) Motion to direct the Town Attorney to add the following language: "restrict use of this excess franchise fee money to only those bonds, matching grants, or other debt instruments that will mature or require a match within five years and that are solely for the purposes outlined in Exhibit A". This motion was seconded by Councilmember Ruano and all were in favor.

5) Motion to direct the Town Attorney to add following language: "that the funding levels of the projects listed in Exhibit A as they exist in FY18-19, must be maintained from sources other than the excess franchise fee money". This motion was seconded by Councilmember Ruano and all were in favor.

6) Motion to direct the Town Attorney to insert the following language: "No franchise fee money shall be pledge toward any debt instrument or matching grant prior to October 1st, 2021". Councilmember Ruano seconded the motion and all were in favor.

7) Motion to require the Town Council to vote on the franchise fee on a yearly basis. Councilmember Ruano seconded the motion. After some discussion, Councilmember Dieguez withdrew his amendment.

The Town Clerk called the roll on the original motion as amended, to pass the Ordinance in first reading and it passed unanimously.

12. ORDINANCE IN SECOND READING

A. Ordinance in Second Reading, FPL Franchise Fee Rate (Pidermann)

The Town Attorney read the title of the Ordinance into the record.

The Town Manager presented the item.

The Mayor opened the public hearing.

Public Comments:

Mirtha Mendez came to the Town Council and spoke about the Franchise Fee. She stated the reasons why the Town Council should not vote in support of the Ordinance in 2nd reading.

Monica Barnes, Legal Counsel from the FPL, came to the Town Council and answered questions from the Town Council.

Armando Fernandez from FPL came to the Town Council and answered questions posed by the Town Council.

Vice Mayor Rodriguez made a motion to approve the Ordinance in second reading and it was seconded by Councilmember Dieguez. The Town Clerk called the roll and the motion failed, 3-4, with Councilmember Dieguez, J. Rodriguez, and Vice Mayor Rodriguez voting is support and Councilmember Alvarez, Councilmember Collazo, Councilmember Ruano and Mayor Cid voting in opposition.

Shortly thereafter, Councilmember Collazo made a motion to reconsider the Ordinance in second reading. The motion was seconded by Mayor Cid and all were in favor.

Then, Councilmember Collazo made a motion to set the Franchise Fee Rate at 3%. The motion was seconded by Councilmember Ruano.

After some discussion, Vice Mayor Rodriguez made a motion to set the Franchise Fee Rate at 5.5%. The motion was seconded by Councilmember J. Rodriguez. The Town Clerk called the roll and the motion failed, 2-5, with Councilmember J. Rodriguez and Councilmember Dieguez voting in support and Councilmember Alvarez, Councilmember

Collazo, Councilmember Ruano, Vice Mayor Rodriguez and Mayor Cid voting in opposition.

Then, Councilmember J. Rodriguez made a motion to set the Franchise Fee at 6% and for the Town Council to reassess it in June 2020, and this would allow the Councilmembers not to raise the millage rate. The motion was seconded by Councilmember Dieguez. The Town Clerk called the roll and the motion failed, 2-5, with Councilmember J. Rodriguez and Councilmember Dieguez voting in support and Councilmember Alvarez, Collazo, Ruano, Vice Mayor Rodriguez and Mayor Cid voting in opposition.

Vice Mayor Rodriguez then motioned to set the Franchise Fee Rate at 4.5%. The motion died due to lack of second.

Then, Councilmember Alvarez made a motion to amend the original motion made by Councilmember Collazo, to set it at 3%, to go thru the exercise the next few months and for the Town Council to vote back on this on June 2020. Also, he stated that millage rate would not be raised. The motioned was seconded by Councilmember Collazo. The Town Clerk called the roll and the motion passed 4-3 with Councilmember Alvarez, Collazo, Dieguez and J. Rodriguez in favor and Councilmember Ruano, Vice Mayor Rodriguez and Mayor Cid voting in opposition.

The Town Clerk then called the roll for the original motion as amended, and the motion passed, 5-2, with Councilmember Alvarez, Collazo, Dieguez, J. Rodriguez and Vice Mayor Rodriguez voting in support and Councilmember Ruano and Mayor Cid voting in opposition.

13. RESOLUTIONS

A. Resolution in Support of Designating TOML Zip Code (Cid)

Motion by Mayor Cid to approve the Resolution**.** The motion was seconded by Councilmember Collazo and the motion passed 6-0, with Vice Mayor Rodriguez being absent.

14. NEW BUSINESS

A. Resolution in Support of Condemning City of Hialeah Mayor Carlos Hernadez Derogatory Statements (Ruano)

Motion was made by Councilmember Ruano to approve the resolution which condemns the derogatory statements made by the Major of Hialeah and with no press release from the Town of Miami Lakes, thus, the media component would be removed. The motion also directed the Town Manager to memorialize all the comments made by the Town Council regarding the derogatory statements made by the Major of Hialeah. The motion was seconded by Councilmember Collazo.

Public Comments:

Mirtha Mendez came to the Town Council and stated that the derogatory repetitive comments made by Major Hernandez cannot be tolerated.

Marcos Gutierrez came to the Town Council and stated that the comments made by the Hialeah Major Hernandez were foolish but that all the effort should be fueled to not have the Town bridges opened; that when ignorant comments are made, the more foolish the major of Hialeah looks, but that we should focus on the bridges and not be distracted by his comments.

Claudia Luces came to the Town Council and stated that the elected officials should all have a unified position and show solidarity with the residents regarding the inflammatory remarks made by the major of Hialeah.

Major Cid made a motion to waive the Special Rules of Order regarding time constraints and asked to speak for a little longer than three minutes. Councilmember Dieguez seconded the motion and all were in favor.

The Town Clerk called the roll and the motion failed, 1-4; with Councilmember Ruano voting in support and Councilmember Collazo, Dieguez, J. Rodriguez and Mayor Cid voting in opposition. Councilmember Alvarez had recused himself and Vice Mayor Rodriguez was absent.

15. REPORTS

A. MANAGER'S REPORT

1. Phase 1 of Bridge Park

Danny Angel, Director of Parks and Recreation, gave a PowerPoint presentation on the NW 154 Bridge Park and explained the proposed project and the proposed budget. Mayor Cid made a motion to adopt the conceptual design presented and to not exceed the $206,000 proposed and to work on this project without having to go to outside consultants. The motion was seconded by Councilmember Dieguez and all were in favor.

2. Update on Lucida Project

The Town Manager informed the Town Council that a letter was received a few days ago, from the Florida Housing in regards to the Lucida Project, and in this letter, the Florida Housing Authority was requesting comments from the Town of Miami Lakes, because the developers of the Lucida Project had applied for some incentive to construct for affordable housing. The Town Manager explained that he sent out a letter advising the Florida Housing the parameters under which that application was approved and the letter also explained that any changes that deviate from their application, the developers must bring back to the Town Council for their review and approval.

B. ATTORNEY'S REPORT

The Deputy Town Attorney, Lorenzo Cobiella, gave the following update: Letters on 154 and 170th have gone out and they have asked for a meeting of the bodies to be held amongst the relevant parties, regarding NW 154 NW. This meeting would be with FDOT, the City of Hialeah, and Miami Dade County.

16. ADJOURMENT:

There being no further business to come before the Council, the meeting adjourned at 10:48 p.m.

Approved this 10th day of September, 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina Inguanzo, Town Clerk

MINUTES
Third Budget Workshop
August 27, 2019
9:15 PM
Town Hall- Mayor's Conference Room 202
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

The Mayor called the meeting to order at 11:00 PM.

Present at the workshop were Councilmembers: Carlos Alvarez, Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, and Marilyn Ruano, and Mayor Manny Cid. Vice Mayor Nelson Rodriguez was not present.

2. MOMENT OF SILENCE:

Resident and Committee Member Tony Fernandez led invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Manny Cid led Pledge of Allegiance.

4. PUBLIC COMMENTS:

There were no public comments.

5. ITEMS FOR DISCUSSION:

Edward Pidermann, Town Manager, briefly stated the budget overview that will be presented before the Town Council. The Manager noted that some of the numbers may be skewed due the budget was based on six percent franchisee fee rate. The Manager also stated that he welcomed council members to meet with him to discuss the budget line items.

Kay Grant, the Controller, and Melissa Hernandez, the Budget Officer, answered questions posed by the Town Council and presented the proposed fiscal year 2019-2020 budget overview and strategic planning.

ADJOURNMENT:

There being no further business to come before the Council, the workshop adjourned at 1:00 a.m.

Approved on this __ day of ___ 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina M. Inguanzo, Town Clerk

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Award of a Work Order to Wood Environment & Infrastructure Solutions, Inc. for the Stormwater Rate Study**

Date: **September 10, 2019**

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a work order with Wood Environment & Infrastructure Solutions, Inc. ("Wood") for the Stormwater Rate Study, in an amount not to exceed $40,255.80. Funds for this study are budgeted from the Stormwater Utility Fund in Fiscal Year 2019-20.

Background:

In 2003, the Town Council passed Ordinance No. 03-31 creating the Stormwater Utility and Ordinance No. 03-32 establishing the rate of the stormwater utility fee. The adopted stormwater utility fee was $4.50 per Equivalent Residential Unit (ERU) per month. The stormwater fee has remained unchanged since its adoption in 2003.

On January 16, 2018, the Town Council passed Resolution No. 18-1508 approving a work order agreement between Kimley-Horn and Associates ("KHA") and the Town for the Stormwater Master Plan Update No. 3. The third master plan update was completed in May 2019.

On May 21, 2019, a workshop was held at Town Hall where Town Staff presented a brief summary of the findings and recommendations of the Stormwater Master Plan Update No. 3. A total of 11 drainage improvement projects were identified in the plan at an approximate cost of $11 million. In addition, the master plan projected another $10 million in operations and maintenance cost for a total of $20 million over the next 10 years.

On July 16, 2019, the Town Council passed Resolution No. 2019-1626 adopting the Stormwater Master Plan Update No. 3 and incorporating projects into the Town's Strategic Master Plan for prioritization and budgeting. While the Town has been successful at obtaining grants to fund the recent stormwater improvement projects, the 11 drainage improvement projects identified in the latest master plan update are unfunded. The current stormwater utility fee of $4.50/ERU does not provide enough revenues to address the capital project needs identified in the master plan 10-year cycle.

Therefore, Town Staff recommends approval of the work order for Wood to conduct a stormwater rate study to determine an appropriate utility fee that would advance the goals of the stormwater program and accelerate the implementation of stormwater capital projects. The study is expected to be completed in approximately five months.

Attachments:

Resolution
Consultant Work Order Proposal

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A WORK ORDER WITH WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC; PROVIDING FOR AUTHORITY OF TOWN OFFICIALS; PROVIDING FOR AUTHORITY TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

WHEREAS, on January 18, 2018, the Town of Miami Lakes (the "Town") Council adopted Resolution 18-1508, approving a work order agreement between Kimley-Horn and Associates and the Town for the Storm Water Master Plan Update No. 3; and

WHEREAS, the Storm Water Master Plan Update No. 3 was completed in May, 2019, and on July 16, 2019, the Town Council passed Resolution 2019-1626 adopting the Stormwater Master Plan Update No. 3 (the "Master Plan"), and the projects laid out in the Master Plan into the Town's Strategic Master Plan for purposes of planning and budgeting; and

WHEREAS, while the Town has been successful in obtaining grants to fund the recent stormwater improvement projects, the eleven drainage improvement projects identified in the Master Plan have gone unfunded; and

WHEREAS, the primary cause of the drainage improvement projects lack of funding is the inability to cover the projects with the Town's adopted stormwater utility fee; and

WHEREAS, the Town has an ongoing consultant agreement with Wood Environment and Infrastructure Solutions, Inc. ("Wood"); and

WHEREAS, Wood is willing to study and evaluate the Stormwater Rate to determine the appropriate rate for the Town in order to address our Stormwater concerns for a fee not to exceed $40,255.80; and

WHEREAS, the Town Staff recommends approval of the work order in substantially the same form as attached hereto in Exhibit "**A**" for Wood to conduct a stormwater rate study to determine an appropriate utility to advance the goals of the stormwater program and accelerate the implementation of stormwater capital projects.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Award of the Work Order with Wood Environment and Infrastructure Solutions, Inc. The Work Order for Wood Environment and Infrastructure Solutions, Inc., in substantially the same form as attached hereto as Exhibit "**A**" is hereby approved.

Section 3. Authority of Town Officials. The Town Manager or his designee and the Town Attorney or his designee are authorized to take any and all action necessary to execute and carry out the Work Order for Wood Environment and Infrastructure Solutions, Inc., in substantially the same form as attached here-to as Exhibit "**A**."

Section 4. Authority to Expend Budgeted Funds. The Town Manager or his designee are authorized to expend budgeted funds up to the amount of $40,255.80.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

********** THIS POPRTION HAS BEEN LEFT INTENTIONALLY BLANK **********

Passed and adopted this ____ day of September 2019

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos O. Alvarez _____

Councilmember Luis Collazo _____

Councilmember Josh Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

Wood Environment & Infrastructure Solutions, Inc.
5845 NW 158th Street
Miami Lakes, FL 33014

Consultant Project Proposal
Stormwater Utility Rate Update

August 29, 2019

Dear Mr. Santos:

Wood Environment & Infrastructure Solutions, Inc. (Wood) proposes to provide the services identified below for study and update of the Town of Miami Lakes' (Town) Stormwater Utility rate structure.

I. General

The following scope of work sets forth the workflow for the Town's stormwater utility rate study, which includes a review of current services, development of a future cost forecast, a review of financial policies that impact the rate analysis, development of a public communications plan, and participation in appropriate public hearing for the amendment to current ordinances and resolutions.

Scope of Work

Task 1. **Current Program Cost**. Wood will work staff to capture and assess existing program details and costs using current source documents, such as budgets, capital investment plans, master plans, and existing ordinances, along with interviews of appropriate staff. The result of this task is a detailed existing cost of service, in spreadsheet format, used to prepare the future program financial forecast along with a summary report on the current service program. We will consider up to three scenarios driven by timing and cost impacts, to finalize the future program and develop the costs.

Deliverables: Cost of Service and Current Services Program Memorandum

Task 2. **Future Program Services.** Building upon the Current Program analysis, through the initial interviews of Town staff, Wood will capture program goals and priorities to identify Town leadership interests and priorities to set long-range goals; identify program gaps, project future level of service; and develop forecast cost estimates. At this stage, a cost of service model is reviewed with Town staff, including finance/budget staff as well as others outside of public works who may have a stake in the program or funding.

Deliverables: Future Service Program, with Priorities and Forecast Cost Memorandum

Task 3. **Program and Financial Policies.** Wood will work with appropriate staff to review current user fee policies that impact finance, legal and workflow to ensure that all appropriate controls and funding tools are considered and addressed. Historical experience of the Town program is important along with Town long-term financing policies. The final cost model and rate analysis will be based on those policies.

Deliverables: Policy Summary Memorandum

Task 4. **Rate Analysis.** Wood will develop a rate model, building from the future program financial model, incorporating financial rate policies, to establish recommended rates using an Equivalent

Residential rate structure where each residential (single family detached and multi-family) unit are charged one billing unit and all non-residential developed properties are charged based on impervious area. The current rate structure will not be changed. We will compare potential rates to those in neighboring communities, but a detailed benchmarking of programs is not part of the scope of this cost proposal. The rate model will compile current and future costs from Task 1 and Task 2, as the basis for rate analysis. We will perform a 10-year program plan with the rate structure analysis, but management of the rate is dependent on the Town policy. We will be available to discuss whether the Town wants the rate to be stable over time or flexible as the program costs change over time.

Task 5. **Public Involvement.** Public understanding is important in making changes to local government programs and funding. A public education process will be prepared in coordination with Town staff to identify opportunities to reinforce support for an increase in stormwater rates, establishing the connection between solutions and financial resource. This step includes potential workshops with elected officials and key stakeholders, facilitated by Wood and including Town staff to provide historical context and priorities for the future. Wood provides facilitation of and participation in public stakeholder meetings. A presentation will be prepared in coordination with staff for briefing Town leadership and the public.

Deliverables:

- Public Outreach Plan Memorandum;
- Participation at two public meetings of key stakeholders
- Brief Town staff for Town Council meeting
- Presentation in draft and final for briefings

Task 6. **Ordinance Preparation.** Wood will provide the technical support to the Town Attorney in the preparation of the rate adoption ordinance, including identification of amendments to current ordinance structure necessary to address priorities and changes in funding. It is our understanding that Town Attorney will prepare the ordinance and Wood will provide assistance as required.

Deliverables: Draft of changes to current ordinance language for use by Town Attorney

Task 7. **Public Hearing.** Wood financial specialist attends a public hearing for the adoption of the ordinance that incorporates a change in rates that is based on the financial program and rate model.

Deliverables: Attendance by the Wood financial specialist at the first public hearing for adoption of the ordinance that incorporates changes in policy, structure, and/or stormwater rates.

II. Schedule of Work – Time for Performance

Consultant will submit the deliverable and perform the Services as stated in the table below:
(add additional pages as needed)

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	**Major Task, Sub-Task Activity, or Deliverable**	**Duration** (specify weeks or calendar	**Delivery** (cumulative weeks or calendar days)

Task 1	Current Service Cost and Program Report	3 weeks	Week 4
Task 2	Future Program and Forecast Model	3 weeks	Week 8
Task 3	Policy Review and Summary	2 weeks	Week 11
Task 4	Rate Analysis	3 weeks	Week 15
Task 5	Public Involvement Plan – delivered with Task 1	1 week	Week 4
	Two public meetings – key stakeholders	1 day each	To be scheduled
	Briefing of Town Council	1 day	To be scheduled
	Presentation for public meetings	2 days	To be scheduled
Task 6	Ordinance Preparation Support	4 weeks	Week 20
Task 7	Public Hearing	2 days	To be scheduled

III. Compensation

Consultant shall perform the Work detailed in this Proposal for a lump sum not to exceed fee of **$40,255.80** (Forty thousand, two hundred and fifty-five dollars and 80 cents). The Consultant will be paid based on a fixed fee basis. The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. The fee may include an allowance for Reimbursable Expenses required in connection with the Work, in an amount not to exceed that stated in the table below. Reimbursable Expenses will be used and compensated for in accordance with the Agreement and must conform to the limitations of Florida Statutes § 112.061.

The following is a summary of the method and amount of compensation to be paid for each Task or Activity as identified in Section I above.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	**Major Task, Sub-Task Activity, or Deliverable**	**Fee Amount**	**Fee Basis**
Task 1	Current Program	$ 5,347.60	
Task 2	Future Program	$ 5,498.40	
Task 3	Program and Financial Policies	$ 2,047.40	
Task 4	Rate Analysis	$ 7,215.20	
Task 5	Public Involvement	$ 7,772.00	
Task 6	Ordinance Preparation	$ 2,389.60	
Task 7	Public Hearing	$ 5,382.40	
Task 8	Administration	$ 603.20	
	Subtotal – Professional Fees	$ 36,255.80	Fixed Fee
	Allowance for Reimbursable Expenses	$ 4,000.00	Fixed Fee
	TOTAL	$ 40,255.80	**Fixed Fee**

IV. Exclusions from Basic Services

Assumptions

Our proposal is based on the following assumptions:

- The rate basis, ERU and impervious area for non-residential properties, will not be changed.
- Town will coordinate public meetings, logistics, meeting location, announcements.
- Town will coordinate internal meetings with key staff in finance and operations to finalize program review and long-range forecast.
- Town will provide budget, historical revenue data, financial factors/policies background documents.
- Reimbursable expenses include travel for utility specialist responsible for rate development
- Additional public meetings not identified in the scope will require a change in Task Order Scope and costs.

V. Town Furnished Documents & Data

- Budgets
- Financial policies
- Background on stormwater services
- Organizational charts

VI. Additional Services

The Town may include an allowance account under the approved Work Order for Additional Services that may be requested by the Town, which will be used at the sole discretion of the Town.

Name of Consultant

Signature

Ashok Aitharaju/Project Manager

Name/Title

August 29, 2019

Date

Town of Miami Lakes*

Dept. Approval:	_____	_____
	Signature	Name/Title
Procurement:	_____	_____
	Signature	Procurement Manager
Town Manager:	_____	_____
	Signature	Town Manager

Work Order No.: _____
(Assigned by the Town upon approval, if applicable)

*The Town may at its sole discretion approve this Work Order Proposal by signing below of the Town may issue a separate Work
Order for the Services.

Consultant Fee Proposal Worksheet

Consultant Name: Wood Environment & Infrastructure Solutions, Inc.
Contract No.:
Date: 8/29/2019
Work Order No: If not applicable enter N/A

Project:
Project No.:
Description: Stormwater Utility Rate Restudy

	STAFF CLASSIFICATION																
Job Classification	Principal		Project Manager		Senior Engineer		Engineer 2								Staff Hours	Salary	Average
Assigned Staff	Elizabeth Treadway		Ashok Aitharaju		David Bulova		JP Miller								By	Cost By	Rate Per
Approved Rate	Rate:	$72.00	Rate:	$52.00	Rate:	$52.00	Rate:	$46.00	Rate:		Rate:		Rate:				
Task	Man Hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task
1 Current Services Program Report (Cost of Service)	20	$ 1,440.00	3	$ 156.00	3	$ 156.00	2	$ 92.00							28	$1,844	$65.86
2 Future Services Program Report and Forecast	20	$ 1,440.00	4	$ 208.00	3	$ 156.00	2	$ 92.00							29	$1,896	$65.38
3 Policy Review and Summary	8	$ 576.00	2	$ 78.00	1	$ 52.00		$ -							11	$706	$67.24
4 Rate Analysis	28	$ 2,016.00	2	$ 104.00		$ -	8	$ 368.00							38	$2,488	$65.47
5 Public Outreach Plan and Meetings	30	$ 2,160.00	8	$ 416.00	2	$ 104.00		$ -							40	$2,680	$67.00
6 Ordinance Draft and Review Support	6	$ 432.00	2	$ 104.00	2	$ 104.00	4	$ 184.00							14	$824	$58.86
7 Public Hearings	20	$ 1,440.00	6	$ 312.00	2	$ 104.00		$ -							28	$1,856	$66.29
8 Task Management			4	$ 208.00											4	$208	$52.00
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
Total Staff Hours	132		31		13		16								192		
Total Staff Cost		$9,504.00		$1,586.00		$676.00		$736.00								**$12,502.00**	**$65.28**
Total % of Work by Position	68.9%		15.9%		6.8%		8.4%										

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separately

Estimate of Principal's Fee
Total hours _____ / hour = $ -

1 - SUBTOTAL ESTIMATED FEE:	**multiplier 2.90**	**$36,255.80**
Subconsultant:	Sub 1	
Subconsultant:	Sub 2	
Subconsultant:	Sub 3	
Subconsultant:	Sub 4	
Principal's Fee	(Name of Principal)	$ -
2 - SUBTOTAL ESTIMATED FEE:		**$36,255.80**
Geotechnical Field/Lab Testing:		
Survey Fee (or Survey Crew Fee):		
Other Misc. Fee:	Enter Fee Description	
3 - SUBTOTAL ESTIMATED FEE:		**$36,255.80**
Additional Services (Allowance)		
Reimbursables (Allowance) Travel and Expenses		$4,000.00
GRAND TOTAL ESTIMATED FEE:		**$40,255.80**

Notes:
1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

Project Financial Specialist Travel from TN

Consultant Fee Proposal Form rev. 01/02/2015

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Authorization to Continue Accessing Broward County Contract for Underground Utility Locate Services**

Date: **September 10, 2019**

Recommendation:

It is recommended that the Town Council Authorize the Town Manager to continue accessing a contract for the purchase of underground utility locate services issued through Broward County as long as budgeted funds are available for these services.

Background:

Under Chapter 556 of Florida Statutes, Contractors are required to notify Sunshine State One-Call of Florida ("Sunshine One-Call") before it may begin any Work that involves underground excavation. After notification, Sunshine One-Call creates a ticket and notifies utility owners and state agencies within the area of an upcoming excavation project. To prevent damage to utilities, owners or state agencies must visit the site of excavation and mark all known utility lines within the area. In the past, the Town of Miami Lakes was contracted with High Tech Engineering, Inc. ("High Tech") to respond to Sunshine One-Call tickets and mark any Town-owned utilities within an applicable excavation site.

The Town's contract with High Tech expired in October of 2018. Procurement conducted market research to find a suitable contract to piggyback. The chart below contains the lowest pricing for three utility locate vendors serving South Florida.

Category	**High Tech** (Broward County Contract)	**Craig A. Smith** (Pembroke Contract)	**Craig A. Smith & Associates** (Weston Contract)
Standard Locate and Mark	$7.04	$14.95	$10.95
Emergency Standard Locate	$17.99	$1.00	$1.00
Unit of Measure = Price per one (1) locate (approximately 500 sqft)			

Broward County issued a solicitation for Subsurface Facility and Utility Locating Services on April 27, 2018; However, Broward County did not award the solicitation to High Tech until April 9, 2019. The Town executed an interim contract with High Tech in the meantime to prevent a disruption in service. Due to increased development and a corresponding rise in Sunshine One-Call tickets, the contract has reached the $25,000 threshold for piggyback contracts executed under Section 7 of the Town's Procurement Ordinance. To continue accessing this contract and to maintain our current level of utility locate services, it is now recommended that the Town Council authorize the Town Manager to expend funds beyond the $25,000 threshold, as long as funds are budgeted for this purpose.

Attachments:

Resolution for Underground Utility Locate Service

2019-35 Underground Utility Locate Piggyback Agreement

RESOLUTION NO. 19-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER PURSUANT TO SECTION 7 OF ORDINANCE 17-203, TO ACCESS BROWARD COUNTY CONTRACT PNC211640B1_2 FOR UNDERGROUND UTILITY LOCATE SERVICES AS LONG AS BUDGETED FUNDS ARE AVAILABLE FOR THESE SERVICES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPENDED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Chapter 556 of Florida Statues, utility owners are required to mark underground utilities before Contractors may perform any excavation work within a construction area; and

WHEREAS, the Town of Miami Lakes ("Town") had been contracted with High Tech Engineering ("High Tech") to perform underground utility locate services; and

WHEREAS, the Town's contract with High Tech expired in October of 2018; and

WHEREAS, Procurement conducted market research to find a suitable contract to piggyback; and

WHEREAS, the Town executed an interim contract with High Tech to prevent a disruption in service; and

WHEREAS, expenditure on Contract 2019-15 has reached the $25,000 threshold set forth in Section 7 of Ordinance 17-203; and

WHEREAS, the Town intends to piggyback Broward County Contract PNC211640B1_2 with High Tech (hereinafter referred to as "Contract") for Underground Utility Locate Services not to exceed budgeted funds; and

WHEREAS, the Town Council approves of the Town Manager's recommendations and authorizes the Town Manager to initiate purchases off the Contract in amounts not to exceed budgeted funds for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to High Tech Engineering, Inc. in substantially the form attached hereto as Exhibit "A" for Underground Utility Locate Services in the amount not to exceed budgeted funds.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to utilize Broward County Contract PNC211640B1_2 and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with High Tech for Underground Utility Locate Services in the amount not to exceed budgeted funds.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town

Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with High Tech Engineering, Inc. for Underground Utility Locate Services in an amount not to exceed budgeted funds.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit "A" with High Tech Engineering, Inc. and to execute any required agreements and/or documents to implement the terms and conditions of the contract and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Luis Collazo _____

Councilmember Joshua Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
High Tech Engineering, Inc.
for
Underground Utility Locate Services

Agreement

I. Parties

This Agreement, 2019-35 is made this _____ day of _____**2019**, by and between _____ **("Contractor")**, located at _____ and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for underground utility locate services not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with Broward County, dated April 9, 2019 except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract PNC211640B1_2, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide underground utility locate services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Underground Utility Locate Services Agreement will be referenced as Contract #2019-35.

EFFECTIVE DATE

Month_____Day_____ of 2019

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: Carlos Acosta, Public Works Director
(305) 364-6100 ext. 1129 acostac@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: _____, email: _____

Title: _____, phone: _____

_____
Contractor

_____
Signature

_____
Name (Print)

_____
Title

Town of Miami Lakes

_____
Edward Pidermann, Town Manager

Attest:

_____
Gina Inguanzo, Town Clerk

MIAMI LAKES
Growing Beautifully

CORPORATE RESOLUTION

WHEREAS, _____**, Inc.** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

_____
Corporate Secretary

(Corporate Seal)

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Exhibit "A"
CONTRACT PNC211640B1_2

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

TRANSMITTED VIA EMAIL

April 26, 2019

Octavio Vidal
High Tech Engineering, Inc.
13284 SW 120 Street
Miami, FL 33186
Email: ovidal@htlocating.com

RE: Solicitation No. PNC2116408B1_2, Subsurface Facility and Utility Locating Services
GROUP 1 Traffic Engineering Facilities and GROUP 2 Water and Wastewater Service

Dear Mr. Vidal:

This is to confirm that the Director of Purchasing has accepted your solicitation response on the above-referenced solicitation.

A tabulation of all responses received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning April 9, 2019 and ending April 8, 2020, with the option to renew for two one-year periods. Purchase Order(s) will be placed as and when required.

A copy of this Notice, with a copy of your solicitation response, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

By: _____
Danea Cohen-Ebanks, Purchasing Agent

C: Delanor Nurse, Traffic Engineering Division

Solicitation PNC2116408B1

Subsurface Facility and Utility Locating Services

Bid Designation: Public

Broward County Board of County Commissioners

Bid PNC2116408B1
Subsurface Facility and Utility Locating Services

Bid Number	PNC2116408B1
Bid Title	Subsurface Facility and Utility Locating Services
Bid Start Date	Apr 27, 2018 9:25:09 AM EDT
Bid End Date	May 21, 2018 2:00:00 PM EDT
Question & Answer End Date	May 14, 2018 5:00:00 PM EDT
Bid Contact	Danea Cohen-Ebanks Purchasing 954-357-6317 dcohen@broward.org
Bid Contact	Carolyn Messersmith 954-357-5857 cmessersmith@broward.org
Contract Duration	**1 year**
Contract Renewal	2 annual renewals
Prices Good for	**120 days**
Pre-Bid Conference	**May 8, 2018 2:30:00 PM EDT** **Attendance is optional** **Location: Traffic Engineering Division** **2300 W. Commercial Blvd.** **Training Room B** **Fort Lauderdale, FL 33309** **Attendance at this site visit/pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site or to have attended the conference.** **Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.**
Bid Comments	**Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Broward County Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of the County's underground facilities/utilities. This solicitation is open to the general marketplace. **Basis for Award:** Group award. Award will be considered to the lowest responsive, responsible bidder for each group. A bidder must bid on all items within a particular group to be considered for award of that group. The County reserves the right to make multiple awards for this contract. Awards may be made up to a maximum of three (3) responsive, responsible Vendors. **Questions and Answers:** The County provides a specified time for Vendors to ask questions and seek clarification regarding

the requirements of the solicitation. Vendors shall submit *all* questions or clarification inquiries through the Question and Answers (Q&A) section available in BidSync by the date and time referenced in the solicitation document (including any addenda). All responses will be addressed in the Q&A section. The County is not obligated to respond to any questions or clarification inquiries received after the listed deadline or received by means other than BidSync.

Submittals: Vendor **MUST** submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Vendors should not complete any of the documents included in the BCF 170; these will be completed and executed at a later date. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. **Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.**

Added on May 14, 2018:
The following are changes (~~strikethrough~~ removed; underlined bolded is added):
L. "Locates with Ground Penetrating Radar (GPR)":
GPR technology allows location of underground facilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground facilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates.
As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
Contractor's GPR must have the capability to penetrate up to a minimum depth of ~~fifty~~ twenty (20) feet.

Addendum # 1

New Documents	Security Requirements - Port Everglades		
Previous End Date	May 18, 2018 2:00:00 PM EDT	New End Date	May 21, 2018 2:00:00 PM EDT

Item Response Form

Item	PNC2116408B1--01-01 - GROUP 1 - Traffic Engineering Facilities: Standard Locate and Mark
Lot Description	GROUP 1 - Traffic Engineering Facilities
Quantity	65000 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 65000

Description
Standard Locate and mark Traffic Engineering Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item	PNC2116408B1--01-02 - GROUP 1 - Traffic Engineering Facilities: Emergency Locates
Lot Description	GROUP 1 - Traffic Engineering Facilities
Quantity	40 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements

N/A
N/A FL 33301
Qty 40

Description
Emergency Locate outside normal work hours (4:01pm to 6:59am) national holidays and all day Saturday and Sunday

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Item	**PNC2116408B1--02-01 -** GROUP 2 **- Water and Wastewater Service: Standard Locate and Mark**
Lot Description	**GROUP 2 -** Water and Wastewater Service
Quantity	**19756 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 19756

Description
Standard Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

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Item	**PNC2116408B1--02-02 -** GROUP 2 **- Water and Wastewater Service: In-Plant Locate and Mark**
Lot Description	**GROUP 2 -** Water and Wastewater Service
Quantity	**50 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
In-Plant Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

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Item	**PNC2116408B1--02-03 -** GROUP 2 **- Water and Wastewater Service: Emergency Locates**
Lot Description	**GROUP 2 -** Water and Wastewater Service
Quantity	**20 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Emergency Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

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Item **PNC2116408B1--03-01 -** GROUP 3: Furnish and Install Rigid SRM

Lot Description GROUP 3

Quantity **25 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 25

Description
Furnish and Install Rigid Standard Route Markers (SRM)

Item **PNC2116408B1--03-02 -** GROUP 3: Furnish and Install Utility Locating Pavement Markers

Lot Description GROUP 3

Quantity **25 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 25

Description
Furnish and Install Utility Locating Pavement Markers (Existing Concrete/Pavement)

Item **PNC2116408B1--03-03 -** GROUP 3: Taking GPS Coordinates

Lot Description GROUP 3

Quantity **25 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 25

Description
Taking Global Positioning System (GPS) Coordinates utilizing Sub-meter equipment

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Item **PNC2116408B1--04-01 -** GROUP 4: Soft Dig Locate

Lot Description GROUP 4

Quantity **40 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 40

Description
Locate and expose buried infrastructure with Soft-Dig method non-destructive method, mark and document location, depth, size and type. Fill hole back with clean fill and Restoration

Item	**PNC2116408B1--05-01 -** GROUP 5 **- Port Everglades: Standard Locate and Mark < 500 Feet**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**2000 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2000

Description
Standard Locate and mark Port Everglades Facilities < 500 Feet

Item	**PNC2116408B1--05-02 -** GROUP 5 **- Port Everglades: Standard Locate and Mark > 500 Feet**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**1500 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 1500

Description
Standard Locate and mark Port Everglades Facilities > 500 Feet

Item	**PNC2116408B1--05-03 -** GROUP 5 **- Port Everglades: Emergency Port Locate**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**50 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Emergency Port Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

Item	**PNC2116408B1--05-04 -** GROUP 5 **- Port Everglades: Locate with Ground Penetrating Radar**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**200 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301

Qty 200

Description
Locate with Ground Penetrating Radar (GPR) and mark utility

Item	**PNC2116408B1--05-05 -** GROUP 5 **- Port Everglades: Locate with Vacuum Digging (unpaved area)**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**10 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Locate vacuum digging and mark (unpaved area)

Item	**PNC2116408B1--05-06 -** GROUP 5 **- Port Everglades: Locate with Vacuum Digging (paved area)**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**10 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Locate vacuum digging and mark (paved area)

Item	**PNC2116408B1--05-07 -** GROUP 5 **- Port Everglades: Placement of Electrical Markers**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**25 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Placement of electrical markers after line exposed (Markers provided by Port Everglades)

SPECIFICATIONS AND REQUIREMENTS

Subsurface Facility and Utility Locating Services

1. **SCOPE OF WORK OVERVIEW**

Broward County requires Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of our underground facilities/utilities. The Contractor shall receive locate request Tickets through the Sunshine State One Call of Florida, Inc. (SSOCOF) system. The County screens all Tickets first using Bytronics and then dispatches Tickets that have Underground Facilities within the Locate Ticket description area.

The County reserves the right to inspect the contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.

2. **BIDDER EXPERIENCE**

A. Bidder must have been actively engaged in the field of utility locating and marking for a period of no less than a minimum of three (3) years experience in providing underground facility/utility location services within the State of Florida and shall have office facilities located within Broward, Palm Beach or Miami-Dade Counties.

B. Prior to award, Bidder must provide evidence of past experience in properly handling fiber-optic cable and related splice enclosures, as such equipment is likely to be encountered when the locating technician is required to enter a fiber optic pull box in order to locate conduit containing fiber-optic cable, or a pull box which contains both twisted-pair copper interconnect cable and fiber-optic cable. Bidder must have experience in properly handling Traffic Signalized Intersections, Lighting and other associated electrical conductors. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.

C. Prior to award, Bidder must provide evidence of past experience in properly handling Water, Waste Water and Storm Drain utilities both Metallic and Non-Metallic pipes. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.

3. **PAY ITEMS**

A. **Standard Locate and Mark (Group 1, Item 1; Group 2, Item 1; Group 5, Items 1 & 2)**

1. See Definitions, Section 11.O of these specifications.
2. Payment shall be made as stated in Section 9.

B. **Emergency Locates (Group 1, Item 2; Group 2, Item 3; Group 5, Item 3)**

1. See subsection 6.G of these specifications.

C. **In-Plant Locate and Mark (Group 2 – item 2)**

1. To include all Broward County Water & Wastewater Services (WWS) and Traffic Engineering Division (TED) facilities in the area specified in the SSOCOF Ticket, or white-lined by the Excavator. The location will be defined by the Broward County Property Lines within the designated facility.

2. In-Plant locates will be accomplished with the use of Ground Penetrating Radar (GPR).

D. **Furnish and Install Rigid Standard Route Markers (SRM) (Group 3, Item 1)**

1. Bidder shall furnish and install rigid-type Standard Route Markers (SRM) as directed by the County in order to clearly mark the location of the underground conduit system.

2. An SRM is a rigid, tubular, in-ground driven post used for visual (non-electronic) location and notification purposes of existing underground conduit. The SRM shall be fabricated and installed in accordance with of the **2018** Florida Department of Transportation (FDOT) Standards Specifications for Road and Bridge Construction, Section 630 pertaining to SRM's.

a) In general, the SRM shall be a white post with a top fitting cover that is orange with white lettering and graphics. More specific information regarding materials, dimensions and performance characteristics of the SRM post are outlined in the 2018 FDOT Standard Specifications for Road and Bridge Construction.

b) SRM's shall be installed in accordance with FDOT specifications, generally a maximum of 500 feet apart, aligned such that a clear line of sight is maintained from one marker to the next.

3. Payment shall be made per each SRM furnished and installed along the located conduit route. Payment for the furnishing and installation of the SRMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s). Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

E. **Furnish & Install Utility Locating Pavement Markers (Existing Concrete/Pavement)(Group 3, Item 2)**

1. Bidder shall furnish and install Utility Locating Pavement Markers (ULPMs) in existing concrete or asphalt pavement as directed by the designated County agency in order to clearly mark the location of the underground conduit system.
2. Markers:
   a) The pavement marker shall be round, medallion or disc type marker between 2" and 2.5" in diameter, 0.125" in thickness, with a slightly recessed top surface, to be installed into the existing concrete or pavement with a countersink drill bit system, such that the anchoring stem of the marker is a minimum of 0.500" diameter and 0.675" deep (measured from the top surface of the marker).

   b) The marker shall be made of bronze, with a minimum 10-year warranty/guarantee against outdoor weathering.

   c) Material shall be tested and approved for a minimum operating temperature range between -50 degrees (F) and 150 degrees (F).

   d) Markers shall be available in a variety of colors, but orange and red are required.

   e) The top face of marker shall be able to be custom imprinted by the fabricator with a minimum 35-character utility owner message (e.g., "WARNING ITS COMMUNICATION/ FIBER OPTICS") circulating around the circumference of the marker, and a minimum 24-character contact information message (parallel lines of text) internal to circulating message.

   f) ULPMs shall be installed at spacing identified by the County, which could range from 4 feet to 500 feet apart, depending on the curvature and configuration of the conduit path.

3. Payment for the furnishing and installation of the ULPMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s).

4. Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

F. **Taking of Global Positioning System (GPS) Coordinates (Group 3, Item 3)**

1. See subsection 6.N of these specifications.

G. **Soft Dig Locate (Group 4, Item 1)**

1. Pay Item shall not be used in conjunction with any other pay item in this contract. This item is for, when requested/ordered, the express purposes of physically locating, exposing and verification of buried infrastructure.
2. The cost shall be a unit cost for each soft dig excavation hole. It will include Maintenance of Traffic (i.e. signing, lane closure, etc.), all labor, materials, equipment and incidentals necessary to determine and record the horizontal and vertical location of the buried infrastructure. The price shall include backfilling to density, pavement repair, sodding and cleanup and restoration.

3. A soft dig service to locate buried infrastructure for various County departments.
4. The soft dig method shall be capable of opening a hole a minimum of eight (8) inches in diameter and to a maximum depth of twenty-five (25) feet.

H. **Standard Locate and Mark (Group 5, Item 1)**

Locate and mark all Port Everglades (PEV) owned facilities in the area specified for small projects up to 500 feet.

I. **Standard Locate and Mark (Group 5, Item 2)**

Locate and mark all Port owned facilities in the area specified for large projects greater than 500 feet.

J. **Locate with Ground Penetrating Radar (GPR) (Group 5, Item 4)**

Locate with use of ground penetrating radar (GPR) and mark utilities.

K. **Locate with Vacuum Digging (Group 5, Item 5)**

Locate with vacuum digging (pot holing) and mark utilities in unpaved areas.

L. **Locate with Vacuum Digging (Group 5, Item 6)**

Locate with vacuum digging (pot holing) and mark utilities in paved areas.

M. **Placement of Electric Markers (Group 5, Item 7)**

Placement of electric markers after line has been exposed. Markers to be provided by Port Everglades.

4. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

A. The qualified Contractor is responsible for all the cost of performing locating functions for the tickets issued to them and are required to ensure proper marking (locates).

B. Provide office and field equipment (desktops and laptops) that are compatible to Broward County's equipment through Digtrack Ticket Management system and IRTHNet One Call Ticket Management and Map Screening applications.

(1) Provide access to the County to the Contractor's database for electronic delivery of all locate request tickets to a single electronic address. The contractor shall dispatch tickets to their personnel to perform locates within defined timeframes.

(2) Provide electronic data with a format that utilizes IRTHNet and Bytronics (no substitutions) and shall allow for integration with current County IRTHNet software or any revisions thereof.

(3) Work closely with County to provide uninterrupted electronic communications in the event of scheduled upgrades, or migrations that may occur within the County's Information technology system.

(4) Establish compatible electronic communications to the current County database within five (5) County business days of notification of contract award.

C. Provide sufficient qualified staff to perform services as defined.

D. Receive and record locate ticket from Broward County during standard Broward County business days and office hours (approximately 8:00 a.m. to 4:00 p.m. for TED and WWS, 8:00 a.m. to 5:00 p.m. for PEV).

E. Follow the Scheduler's instructions noted on the locate ticket.

F. Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the County, in addition to hard copy prints, as a source of information for their field technicians.

1. It is important when a Locate Ticket is issued to the Contractor that the person assigned that Ticket shall travel to the Ticket's location for proper disposition of the Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it take to update the database map.

G. Promptly notify the County in writing, of any discrepancies or omissions in any of the County records, or other information provided to the Contractor by the County.

H. Equip field personnel with laptops or other suitable portable electronic equipment capable of managing information in digital format. Receive and safeguard all County location maps or records made available for locating purposes in a clean dry area in their facility.

I. Maintain records appropriate to support invoicing and recording requirements set forth in this contract. Contractor agrees to the records retention period also set forth in said contract. Said records shall include a set of digital photographs, which shall be filed under the ticket number, and shall be date/time stamped for each of the areas marked and/or flagged.

J. Use equipment and technology current at the time of award and every means necessary to locate and mark Broward County's underground systems. All Locating equipment or devices being used by the Contractor are subject to the County's approval prior to or during the execution of this contract.

K. Provide personnel that are proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the County, in accordance with recommendations made by the designated County agency.

5. **DUTIES AND RESPONSIBILITIES OF COUNTY**

A. Provide access to the current database for communications from the Contractor on locate status.

B. Provide the Contractor with a set of keys needed to open all traffic control cabinets to identify and connect to all underground feeds entering the cabinets. These keys will be returned to the County upon expiration or termination of this contract.

C. Provide the Contractor with reasonable training on the procedures used in identifying the facilities and practices to be applied when operating inside the traffic control cabinets.

D. Provide the Contractor with computerized GIS and/or CAD maps and drawings of all documented Broward County WWS, TED and PEV underground structures. To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the County. The Contractor understands that the maps furnished by the County shall be the **approximate general location of County buried facilities and that accuracy is not guaranteed (only that there are facilities in the general area)**. In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD. These events need to be recorded by the Contractor and relayed to the County agency responsible for the underground systems. Where County maps do show underground systems, the Contractor will be responsible for locates as described in this contract. The Contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate sites.

6. **LOCATE REQUEST TICKET PROCESSING**

A. County will assign locate request tickets to Contractor.

B. Response Time:
The Line Locate Contractor will be responsible for making arrangements with all excavators for locate requests.

(1) All standard locate requests shall be processed, and a positive response posted to the system, within two (2) County business days of receipt from the County. Requests for an underwater excavation shall be processed, and a positive response posted to the system, within ten (10) days of receipt from the County.

(2) After such time as stated above, if no response is posted to the system, the ticket becomes “late” and the system will automatically resend that ticket to the Member operator at the current rate for such late ticket. County will deduct late ticket amounts from the current month’s payment to the contractor.

(3) Emergencies shall be processed with (2) hours of receipt from the County. The Contract shall immediately contact all applicable Excavators requiring a meeting. The meetings shall be held between the Contractor and Excavator, as required, when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".

(4) Response codes to SSOCOF must be entered into the system by the Contractor <u>within two (2) County business days</u> of receiving the locate ticket.

(5) All marking delay requests must be documented by the Contractor with the excavator <u>within two (2) County business days</u> of receiving the locate ticket with copy to the designated County agency.

C. Meetings shall be held between the Contractor and Excavator as required when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".

D. A locate ticket will include:

(1) Any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation, irrespective of quantity or types of Broward County underground infrastructure identified within this 500 feet.

(2) The actual locating of 500 feet shall be limited to a single street, center line of street or right of way line, inclusive of both sides of the street and shall include any intersections, and up to one hundred fifty (150) feet in either direction of the intersections. Except within the Port jurisdictional boundary where locates will sometimes be in off street areas such as dock side, or container yards, etc.

(3) When the Contractor believes a request is in excess of the 500-foot limit, the Contractor will instruct the Excavation Site Contractor to white-line the proposed excavation site, as provided in FLA. STATUTE 556. The Contractor will immediately inform the County electronically (e-mail) of the action taken and provide the actual number of locate units for that site. This document must be submitted with the Contractor's invoice for which it applies; else, the charge will not be reimbursed.

E. Locate tickets which are originated by different excavating contractors in the same geographic areas within two (2) County business days are considered requests for the same facilities and the Contractor will be compensated for one physical locate in this area for all related tickets. Ticket revisions will not incur separate/additional charges as they are simply updates to the original ticket.

F. All facilities located on concrete or asphalt surfaces shall be marked with the appropriate color paint, and facilities located in dirt or grassy areas will be marked with paint plus the appropriate color flags as dictated in Florida Statute 556.

1. Offset marks shall also accompany where markings are in dirt/grass and also where the markings will be disturbed or removed by the proposed excavation.

G. **Emergency Locates:**

An emergency locate ticket received after the close of business or during weekends or holidays must be performed within **<u>two hours or less</u>** from time received. Emergency tickets cannot wait until the next business day. The Contractor will provide a 24-hour contact number for such requests. Contractor will report to the locate site with necessary appropriate equipment and personnel to complete the request. Emergency locate requests can be done verbally by phone and/or email with a follow up ticket request to be done during business hours.

H. Those locations where field visits indicate that no underground facilities exist should be so coded indicating that there is **no conflict** to show the Contractor has visited the site.

I. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty-four (24) inches plus one half (½) the diameter of the underground facility.

J. Contractor may provide additional services such as maintenance of marks and stakes if specifically requested to do so by Broward County. Prior to the Contractor's commencement of the additional services, Broward County must specifically approve such additional services and the costs charged will be at the rates specified in the Bid sheets for the applicable Pay Items.

K. In the event the Contractor is unable to physically locate County utilities after exhausting all the approved methods for locating underground facilities, Contractor shall contact the excavating contractor to inform of the presence of any identifiable, but un-locatable facilities. The Contractor will also advise the excavating contractor, via electronic communication (e-mail) that any location information supplied may not be within the definition of Reasonable Accuracy. The contractor shall immediately inform the designated County agency electronically (e-mail) of the action taken.

L. County expects the Contractor to locate or clear facilities as described in the assigned SSOCOF tickets. These are the only acceptable disposition codes:

1 – Marked
2E – Marked with Exceptions - marked within the confines of the White-lined area
4 – Clear, no facilities
5 – No conflict, utility is outside of the requested work site.
Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.

M. Any other provisions of this contract to the contrary notwithstanding, the Contractor reserves the right to decline any locate tickets in areas which the Contractor deems impractical to serve due to inaccessibility or other reasonable conditions. County will monitor these situations and modify procedures, if necessary, for future assignments.

N. The Contractor shall have the capability to take Global Positioning System (GPS) coordinates. The GPS coordinates are to be the Geographic Coordinate Reference GCS_North_American_1983_HARN using the Florida East State Plane System (NAD_1983_HARN_StatePlane_Florida_East_FIPS_0901_Feet) and the readings are to have an accuracy rate for the facilities in the Sub-Meter Accuracy range. For a one site excavation, a single GPS locate for each Broward County underground WWS, TED and PEV shall be performed. When excavations traverse an area up to the 300-foot limit a set of two GPS points shall be performed establishing a straight line. GPS data shall be complied in electronic format and forwarded to the appropriate County unit for integration into the County's Oracle-based Computerized Maintenance Management System.

7. DAMAGE TO FACILITIES

A. Contractor shall investigate all incidents of buried facility damage when the accuracy of the County's facilities is suspect or questionable and will submit to the designated County agency a written report of said investigation with photos of the area, within five (5) County business days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of five (5) years. The Contractor will provide testimonial support in cases deemed necessary by the County.

B. Contractor shall be responsible for all costs incurred to repair damages to County facilities that were incorrectly located by the Contractor, regardless of reason. The designated County agency shall document the damages and formally inform Contractor of the cost to repair the facilities. County will deduct the repair costs from future payments to the Contractor until the obligation is fulfilled.

C. The County may elect to use a separate company to do a parallel investigation to determine the precise details of the incident and to determine responsibility for the damages that were incurred during excavation work.

8. **RECORD KEEPING and REPORTING**

A. The Contractor agrees to maintain records to support all work performed and all items billed to the County and shall retain all such records for a period of five (5) years.

B. The Contractor must retain all digital files or other written messages for five (5) years.

C. The County may request from the Contractor, at no additional cost, audit details of all or randomly selected tickets received for each billing period.

D. The Contractor shall prepare a formal report of incidents or damages concerning accuracy of the Locate process including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the designated County agency within five (5) County business days of the reported error.

9. **INVOICING AND PAYMENTS**

A. Separate invoicing by the Contactor shall be performed on a monthly basis to each designated County agency.

B. Contractor must submit invoices by the 8TH of the following month.

C. Acceptable Billing Codes
1 – Marked
2E – Marked with Exceptions - marked within the confines of the White-lined area
4 – Clear, no facilities
5 – No conflict, utility is outside of the requested work site.
Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.

D. The Contractor's invoice shall include the following sections and data items:
(1) HEADER
a. Broward County purchase order number
b. Invoice Date
c. Invoice Number (Contractor's next sequential number for this purchase order)
d. Bill Period during which the services were performed
e. The total number of tickets (QTY) and units received during the Bill Period
f. Total number of located, marked or cleared tickets (QTY) and units for the Bill Period
g. Total number of tickets (QTY) and units received during the Bill Period but were not located and marked. Provide details in backup documentation and include SSOCOF Disposition Code for the requests that were not marked.

(2) BODY
a. Commodity Code Item Number (Refer to Bid Sheet)
b. Commodity Code Description (Refer to Bid Sheet)
c. Number of tickets located
d. Number of Units (as listed in located ticket)
e. Unit Price
f. Total Due per Commodity Code
g. Total Due (current invoice)
h. Number of tickets received from Broward County Traffic Engineering Division within the billing period

(3) SUMMARY
a. Overdue Balance
b. Total Balance Due Contractor
c. Remittance Address

E. Include a Microsoft Excel or equal format itemized attachment in the invoice package that includes the following data for tickets located or cleared during the Bill Period. **Note that this information must match ticket detail in the SSOCOF system; else, the ticket is not eligible for compensation. A sample template will be provided by the County.**
(1) Ticket Number
(2) Number of Units (as shown in ticket details)

(3) Date received
(4) Location with cross street (as shown in ticket details)
(5) Date located (or N/A if not located)
(6) Reason Code (if "Date Located" is N/A)
(7) Type of Request
(8) Sub-totals and totals for each
(9**)** **Total number of tickets received per day from Broward County Traffic Engineering Division**

F. Each designated County agency will review the invoice package and inform the Contractor of any disputed charges. Contractor will be provided the opportunity to provide additional justification for payment before County calculates the final remittance amount and processes payment. The Contractor will be advised to submit a revised invoice if numerous discrepancies are noted.

10. **DISCREPANCIES**

Due to the nature of WWS and PEV underground facilities, having an accurate source of information of its location is vital for an effective and efficient protection. The reality is that many times, a significant percentage of this information is outdated or incorrect.

When a discrepancy is encountered in the field, the risk of an incorrect marking is substantially increased, thus jeopardizing the underground facilities. In this case, the correct line of action would be to locate the line using GPR, Vacuum Excavation or other suitable means.

Once the facility is properly located, it is imperative to record its exact location via G.P.S. and correct the Facility System Plan. Therefore, avoiding the cost of GPR and soft digging the next time the same facility needs to be located.

11. **DEFINITIONS**

A. "**County Business Day**": Any day, 8:00 a.m. to 4:00 p.m., other than Saturday, Sunday or any legal federal, state or local holiday.

B. **"Damage Investigation"** An unbiased 3rd party to investigate damage incidents involving Broward County facilities.

1. Locating firms markings accuracies (within tolerance)
2. Excavator responsible for damaging facilities
3. Respond to damage when called
4. Collect all evidence relative to damage incident
5. Document management
6. Avoid case getting "COLD"
    a. Locate Ticket not requested
    b. Locate Ticket not accurate
    c. Inaccurate markings
    d. Insufficient markings
    e. No markings
    f. Incorrect ticket closure
    g. One-call Center error
    h. Insufficient excavation practices
    i. Insufficient white lining
    j. GIS/CAD map omission

C. **"Excavation":** Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).

D. **"Excavation Site":** The area where an Excavator intends to perform or actually performs Excavation.

E. **"Excavator":** Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Broward County Underground Facilities.

F. **"Excavator Notification":** Notification given to the Excavator that the underground facilities are not present at the Excavation Site.

G. **"Facility Owner":** The owner of a specific Underground Facility. For purposes of this contract, the Facility Owner is Broward County.

H. **"Identified, But Un-locatable":** An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in 11-S).

I. **"Locatable Underground Facility":** An Underground Facility which can be field marked with Reasonable Accuracy (as defined in 11-S) by using devices capable of identifying and locating Broward County Underground Facilities within the required range of accuracy, or by use of Broward County Maps, Records, and GIS.

A. Traffic Engineering Division;
   a. Traffic Signal Intersections
   b. Communications cables both copper and fiber optic types
   c. School Flasher
   d. Electrical
   e. Street Lighting
   f. Variable message signs
   g. CCTV stations
   h. Misc.

B. Water/Waste Water Services both Metallic and Non-Metallic pipes:
   a. Potable Water
   b. Raw water
   c. Sewer both gravity and force main
   d. Re-use
   e. Brine
   f. Electric services to Pump and/or Lift Stations
   g. Misc.

C. Port Everglades;
   a. Port Owned Electric
   b. Potable Water
   c. Sewer both Gravity and Force Main
   d. Drainage Pipes
   e. Communications
   f. Misc.

J. **"Locates with Radio Frequency": None**

K. **"Locates with Sonde": The Sonde, when used shall be able to be inserted into a conduit with cable**

L. **"Locates with Ground Penetrating Radar (GPR)":**

GPR technology allows location of underground facilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground facilities.
GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates.
As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
Contractor's GPR must have capability to penetrate to a minimum depth of fifty (20) feet.

A commercial GPR system, called the CART (Computer Assisted Radar Tomography) Imaging System, has been tested for more than a year in surveys in major cities of the US and Europe. The CART system uses a highly-efficient GPR array (developed by Mala Geoscience), which can be towed by a vehicle or pushed in front of a modified commercial lawnmower at speeds of up to about 1km/h (30 cm/s).
The CART systems rely on precise geometry control provided by a self-tracking laser theodolite. GPS (global positioning system) was also considered, but is not yet accurate and fast enough in city environments to control precise radar surveying. As the CART array moves along the ground, a laser theodolite locks on and follows a prism mounted next to the array. The CART system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas.

As part of standard CART surveys, the laser theodolite is also used to map surface features such as curbs, maintenance access structures, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

The CART's 3D images clearly show the approximate size, shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. CART images also contain information about the material composition of buried structures (metal vs. plastic) and soil conditions. Special image processing software is used to extract and highlight utility lines and conduits.

M. **"Locate with Vacuum Digging":**

When Standard Locate techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error by performing a series of soft digs until the Facility is exposed. Soft Digging can also be used when the inverted elevation of a Facility is required.

N. **"Locate Request":** Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

O. **"Marking":** The application of paint, flags and/or stakes to clearly identify on a horizontal plane the location of Broward County's Underground Facilities within the tolerances set forth under the current State Laws of Florida governing **UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY**. 1. Use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (10) feet, and at each divergence from a straight line of the cable path in accordance with current marking standards of the American Public Works Association to show the field locations of underground facilities with Reasonable Accuracy (as per Specification and Requirements).

- **Marking cable path's divergence shall begin 10 feet from a straight path and marked** *every* **2 feet through the divergence until a straight path is established by 10 feet.**

2. Offset marking shall be used in addition to the regular standard marking when an excavation area is to be performed where the cable/conduit path is located where the possibility exists that the markings shall be covered or disturbed and/or the markings will no longer be visible.

P. **"Member Operator":** Agencies of the Broward County Board of County Commissioners.

Q. **"Photographs (Pictures)":** Taking pictures of locate marks which shall include a reference point in the picture for future identification where the marks were located. Pictures should be attached to the locate ticket.

R. **"Positive Response":** A system use in the Sunshine811 "IRTHNet One Call" where response codes (Close Codes) are entered and/or additional information can be added as necessary.

1. The contractor shall use the Positive Response system to log all contracts with the Excavator / Ticket originator on what has transpired with the locate Ticket.
   a. Locate Delays
   b. Changes to the ticket
   c. Agreements to how the location will be marked
   d. Continuation of marking
   e. Any other reason that the facility has not been marked.

S. **"Reasonable Accuracy":**
(1) Locating the approximate horizontal location of an Underground Facility (as defined in 11-Y) to the specifications required by applicable law.
(2) By definition, a tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
(3) GIS and CAD drawings.

T. **"Standard Locate":** Most of the locates are "standard" and can be defined as those locates that can be done with the use of Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans (GIS maps). For locates where the aforementioned method(s) cannot be utilized, Ground Penetrating Radar (GPR) and/or the use of a Sonde inserted in the conduit with the cable and/or Vacuum Digging may be necessary and shall be included in the price bid for this item.

ESTIMATED USAGE OF LOCATE METHODS:

- Inductive Radio Frequency/(GIS Maps): 97%
- Sonde Insertion: 1.5%
- Vacuum Digging: 0.5%
- Ground Penetrating Radar (GPR): 1%

(1) **"Standard Locate – Traffic Engineering and Port Everglades" – Traffic Signals, Warning Beacons, Interconnect Conduit, Street Illumination Lighting and School Flashing Devices**: Most of the locates are "standard" and can be defined as those locates that can be done with the use of Conductive Radio Frequency (RF) locators, and/or based on the information provided in the facility system plans. CAD Maps, GIS, and/or guided by superficial facility components such to include but not limited to: electrical conduit, optical cable, electrical/communications I junction boxes, pull boxes, communications cable, signal control boxes, electrical switches and relays. In the event that a facility is found to be without a non-conductive material such as an empty conduit or a Fiber Optic Cable without a trace wire, the contractor shall immediately inform the excavating contractor in order to get an extension to the locate request, and a trace wire will be provided by the Traffic Engineering Division <u>within two (2) County business days following this request</u>.

(2) **"Standard Locates – Water and Sewer and Port Everglades" - Needs to meet one or more of the following conditions:**

- Facility made of conductive material
- Facility is non-conductive material
- Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence

Most of the locates are "standard" and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, AutoCAD Maps. GIS, and/or guided by superficial Facility components to include but not limited to:

- Force mains
- Sanitary sewers
- Potable water pipe
- Hydrants
- Valves and maintenance access structures

U. **"Sunshine State One Call of Florida (SSOCOF)":**
The State of Florida service by which an excavator can notify utility companies of proposed excavations and request field marking of underground facilities.

V. **"The System":** Electronic State of Florida service using IRTHnet called the Sunshine State One Call of Florida (SSOCOF).

W. **"Ticket":** The electronic request to physically locate County facilities.

X. **"Unit":** Standard locate fee charged per 500 feet. Tickets will include 1-11 units. Only one Standard Locate Fee can be charged per 500 feet, where County maps/GIS and AutoCAD have identified any type of Broward County underground infrastructure, irrespective of quantity.

Y. **"Underground Facility", i.e. "Facility":** Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water or electronic communications.

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

These are standard instructions for Quotation Requests and Invitations for Bid and issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. **Execution of Solicitation Response:**

   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

   No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

   Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response

is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. **Prices, Terms, and Payments:**

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

(c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.

(d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

(g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be

purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer “No Charge” on an item in a group must indicate by placing a $0.00 in the offer field, and enter “No Charge” in the “Notes for Buyer” section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the

County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet

delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

    Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

    In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

    Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

    Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor 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 this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

    For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. **Notice:**

    Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in

writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions 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 of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. **Resolution of Protested Solicitations and Proposed Awards:**

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between

8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
$30,000 - $250,000	$500
$250,001 - $500,000	$1,000
$500,001 - $5 million	$3,000
Over $5 million	$5,000

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. **Cone of Silence Ordinance (Invitations for Bids):**

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority

takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. **Local Business Tax Receipt Requirements:**

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a

Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

Subsurface Facility and Utility Locating Services

A. Scope:

Vendors are invited to respond for an open-end contract to furnish all labor, materials, equipment and services required to provide Subsurface Facility and Utility Locating Services throughout Broward County per the **Specifications and Requirements** for the Traffic Engineering Division, Port Everglades, Water and Wastewater Service Division and various other Broward County agencies that may have need of these services.

The initial contract period shall start on date of award, or upon expiration of the current contract (August 21, 2018), whichever is later and shall terminate one (1) year from that date. The Director of Purchasing may renew this contract for two one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

B. Specifications and Requirements:

Specifications and Requirements, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

C. Office of Economic and Small Business Requirements:

The County Business Enterprise (CBE) program shall not apply to this contract; no CBE participation goal is attached to this contract. Although a CBE goal has not been established for this contract, the County encourages Vendors to give full consideration to the use of certified CBE firms to perform work under the contract. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

F. Basis of Award (Group Award):

Award will be considered to the lowest responsive, responsible bidder for each group. A bidder must bid on all items within a particular group to be considered for award of that group.

G. Multiple Awards:

1. The County reserves the right to make multiple awards for this contract. Awards may be made up to a maximum of three (3) responsive, responsible Vendors. In the event the county exercises this right, the low, responsive, responsible Vendor will be designated as the Primary Vendor, the next low, responsive, responsible Vendor will be designated as the Secondary Vendor, and the third low, responsive, responsible Vendor will be designated as the Tertiary Vendor, etc. The County is not obligated to make multiple awards.

2. The Primary Contract will be awarded to the low responsive, responsible Vendor (Primary Vendor). The Secondary Contract and Tertiary Contract (if applicable) will be awarded to the second lowest, responsive, responsible Vendor (Secondary Vendor) and third lowest, responsive, responsible Vendor (Tertiary Vendor) (if applicable) based upon the same unit prices as those submitted by the Primary Vendor for each line item.

3. Purchase Orders issued under the Secondary Contract will be issued when the Primary Vendor is unable to perform or when the County determines that the Primary Vendor's maximum service capacity has been reached (based on outstanding County purchase orders) and additional service capacity is still needed by the County to meet County's service timeframes. If the Secondary Vendor is determined to be unable to meet the County’s needs, purchase orders will be issued under the Tertiary Contract, if awarded.

4. In the event, the second low responsive responsible Vendor does not accept the County's offer, the County expressly retains the right to award the Secondary Contract to the third, fourth, fifth, etc., responsive responsible Vendor, with award of the Tertiary Contract following in the same manner (if applicable).

5. The Secondary and Tertiary Vendors (if applicable) agree to execute an Amendment to the solicitation which shall contain the unit prices for each line item as reflected on the Primary Vendor's submittal, and any other matters to ensure compliance with the terms and conditions of the solicitation.

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:

2. Doing Business As/Fictitious Name (if applicable):

3. Federal Employer I.D. no. (FEIN):

4. Dun and Bradstreet No.:

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.:

   Fax no.:

9. Type of business (check appropriate box):

   ☐ Corporation (specify the state of incorporation):

   ☐ Sole Proprietor

   ☐ Limited Liability Company (LLC)

   ☐ Limited Partnership

   ☐ General Partnership (State and County filled in)

   ☐ Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:
Title:
E-mail:
Telephone No.:

Name:
Title:
E-mail:
Telephone No.:

Generic e-mail address for purchase orders:
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

a)
b)
c)
d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a)
b)
c)
d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☐ No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☐ Yes ☐ No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. ☐ Yes ☐ No N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☐ No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☐ No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☐ No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☐ Yes ☐ No

24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☐ Yes ☐ No

25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

    Living Wage had an effect on the pricing ☐ Yes ☐ No

    If yes, Living Wage increased the pricing by _____ % or decreased the pricing by _____ %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

    Select One:

    ☐ Vendor certifies that this offer is made independently and free from collusion; or

    ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on

separate sheet.

28. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☐ No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☐ No

30. What equipment does your firm own that is available for this contract?

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Litigation History Requirement

A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.

C. For purpose of this disclosure requirement, a “case” includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.

D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.

E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.

F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☐ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing	Name:

Counsel	Email: Telephone Number:

Vendor Name:

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over $100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses.

☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establishing a continuing drug-free awareness program to inform its employees about:
  i. The dangers of drug abuse in the workplace;
  ii. The offeror's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  i. Taking appropriate personnel action against such employee, up to and including termination; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Authorized Signature/Name: **Date:**

Title:

Vendor Name:

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☐ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business

Address:

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Authorized Signature/Name	Title	Vendor Name	Date

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

   Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

   Vendor should indicate how product is being delivered:

   Vendor Name: _____

   Company Vehicle: Yes ☐ or No ☐

   If Common Carrier (indicate carrier): _____

   Other: _____

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils except for wind and flood.

6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).

9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	**Aggregate**
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [**x**] Premises–Operations [ ] Explosion, Collapse, Underground Hazards [**x**] Products/Completed Operations Hazard [**x**] Contractual Insurance [**x**] Independent Contractors [**x**] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$1,000,000**	**$2,000,000**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned **[x] Hired** **[x] Non-owned** **[x] Scheduled** **[x] Any Auto** ***May be waived if no driving will be done in performance of services.***	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$500,000**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorse-ment is required		
[X] **WORKERS' COMPENSATION**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
[X] **EMPLOYERS' LIABILITY**	(each accident)	**$100,000**	
[**X**] **PROFESSIONAL LIABILITY ~**	(each accident)	**$1,000,000**	
	Extended reporting period	**2 years**	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation.

REFERENCE: Subsurface Facility and Utility Locating Services Contract

CERTIFICATE HOLDER:

Broward County
Broward County Traffic Engineering Division
2300 Commercial Blvd.

Digitally signed by TIMOTHY CROWLEY
DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY
Date: 2018.01.04 15:19:20 -05'00'

Risk Management Division

Revised 2015

Security Requirements – Port Everglades

A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to https://www.tsa.gov/for-industry/twic.

Question and Answers for Bid #PNC2116408B1 - Subsurface Facility and Utility Locating Services

Overall Bid Questions

Question 1

Is there an estimated budget for this? **(Submitted: May 3, 2018 2:03:24 PM EDT)**

Answer

- The estimated budget is $916,885 **(Answered: May 7, 2018 2:46:08 PM EDT)**

Question 2

Section 11 DEFINETIONS, L

Ground Penetrating Radar is limited by the type of soil conditions it is working in. In some soils a depth of 20 feet is possible, but in others a depth of 20 is not. The last sentence of the definition that a radar must reach a depth of 20 feet is an inaccurate statement.

Can you please remove? **(Submitted: May 14, 2018 10:24:05 AM EDT)**

Answer

- The specification does not require that the ContractorÃ¢Â€Â™s Ground Penetrating Radar (GPR) "must reach" a depth of 20 feet. It requires that the ContractorÃ¢Â€Â™s GPR must have the "capability" to penetrate up to a minimum depth of twenty (20) feet. **(Answered: May 14, 2018 3:03:56 PM EDT)**

Question 3

On Item 5. DUTIES AND RESPONSIBILITIES OF COUNTY Letter D it reads:

In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD.

The last sentence appears to be a contradiction. All county utilities are interconnected; therefore any utility not present in the GIS or CAD will be always a continuation of a utility present in the GIS or CAD.

In the event of a damage, this could be constructed to hold the Locating Contractor liable for damages, regardless the underground infrastructure was not shown in the maps/GIS and/or CAD.

Can this last sentence be clarified?

Please provide an example of a damaged, unmarked facility, not present in prints, where the referred sentence will not apply.

(Submitted: May 14, 2018 3:42:50 PM EDT)

Answer

- Refer to Specification and Requirements, Section 4 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Q1. Refer to Section 4.F - Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the County, in addition to hard copy prints, as a source of information for their field technicians.

Q2. Refer to Section 4.F.1 - It is important when a Locate Ticket is issued to the Contractor that the person assigned that Ticket shall travel to the TicketÃ¢Â€Â™s location for proper disposition of the Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it take to update the database map.

Q3. Refer to Section 4.G - Promptly notify the County in writing, of any discrepancies or omissions in any of the County records, or other information provided to the Contractor by the County. **(Answered: May 17, 2018 4:29:32 PM EDT)**

Question 4

6Â (L)Â Reads:Â

CountyÂ expectsÂ theÂ ContractorÂ toÂ locateÂ orÂ clearÂ facilitiesÂ asÂ describedÂ inÂ theÂ assignedÂ SSOCOFÂ tickets.Â

TheseÂ areÂ theÂ onlyÂ acceptableÂ dispositionÂ codes:Â

1Â â€“Â MarkedÂ

2E â€“ Marked with Exceptions - marked within the confines of the White-lined area

4 â€“ Clear, no facilities

5Â â€“Â NoÂ conflict,Â utilityÂ isÂ outsideÂ ofÂ theÂ requestedÂ workÂ site.Â

AnyÂ otherÂ codesÂ requireÂ advanceÂ writtenÂ approval fromÂ theÂ designatedÂ CountyÂ agency,Â which mustÂ beÂ submittedÂ withÂ theÂ invoice.Â

Q1.Â Will theÂ CountyÂ provideÂ writtenÂ approval
forÂ aÂ ticketÂ withÂ anÂ incorrectÂ address,Â toÂ whichÂ theÂ LocatorÂ didÂ a site visit,Â found
thatÂ theÂ addressÂ wasÂ incorrectÂ andÂ respondedÂ withÂ aÂ â€œ3Bâ€ ?Â
Q2.Â Will theÂ CountyÂ provideÂ writtenÂ approvalÂ forÂ aÂ ticketÂ largerÂ thanÂ 500Â-
feet,Â whichÂ wasÂ siteÂ visited,Â foundÂ toÂ haveÂ no
whiteÂ liningÂ andÂ inÂ consequenceÂ respondedÂ withÂ aÂ codeÂ â€œ3Nâ€ ?Â ÂÂ **(Submitted: May 14, 2018 3:50:24 PM EDT)**

Answer

- Q1. The County will not provide written approval for a ticket with an incorrect address
Q2. The County will not provide written approval for a ticket larger than 500 feet **(Answered: May 17, 2018 4:29:32 PM EDT)**

Bid Tabulation Packet
for
Solicitation PNC2116408B1

Subsurface Facility and Utility Locating Services

Bid Designation: Public

Broward County Board of County Commissioners

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High Tech Engineering Incorporated

Bid Contact **Octavio Vidal**
ovidal@htlocating.com
Ph 305-412-0891

Address **13284 SW 120 Street**
Miami, FL 33186

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--01-01	GROUP 1 - Traffic Engineering Facilities: Standard Locate and Mark	**Supplier Product Code:**	**First Offer -** $7.04	65000 / each	**$457,600.00**	Y	Y
PNC2116408B1--01-02	GROUP 1 - Traffic Engineering Facilities: Emergency Locates	**Supplier Product Code:**	**First Offer -** $17.99	40 / each	**$719.60**		Y
				Lot Total	$458,319.60		

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--02-01	GROUP 2 - Water and Wastewater Service: Standard Locate and Mark	**Supplier Product Code:**	**First Offer -** $7.04	19756 / each	**$139,082.24**		Y
PNC2116408B1--02-02	GROUP 2 - Water and Wastewater Service: In-Plant Locate and Mark	**Supplier Product Code:**	**First Offer -** $7.04	50 / each	**$352.00**		Y
PNC2116408B1--02-03	GROUP 2 - Water and Wastewater Service: Emergency Locates	**Supplier Product Code:**	**First Offer -** $17.99	20 / each	**$359.80**		Y
				Lot Total	$139,794.04		

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--03-01	GROUP 3: Furnish and Install Rigid SRM	**Supplier Product Code:**	**First Offer -** $100.00	25 / each	**$2,500.00**		Y

PNC2116408B1--03-02	GROUP 3: Furnish and Install Utility Locating Pavement Markers	**Supplier Product Code:**	**First Offer -** $100.00	25 / each	**$2,500.00**	**Y**
PNC2116408B1--03-03	GROUP 3: Taking GPS Coordinates	**Supplier Product Code:**	**First Offer -** $500.00	25 / each	**$12,500.00**	**Y**
				Lot Total	$17,500.00	

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--04-01	GROUP 4: Soft Dig Locate	**Supplier Product Code:**	**First Offer -** $750.00	40 / each	**$30,000.00**		**Y**
				Lot Total	$30,000.00		

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--05-01	GROUP 5 - Port Everglades: Standard Locate and Mark < 500 Feet	**Supplier Product Code:**	**First Offer -** $16.00	2000 / each	**$32,000.00**		**Y**
PNC2116408B1--05-02	GROUP 5 - Port Everglades: Standard Locate and Mark > 500 Feet	**Supplier Product Code:**	**First Offer -** $16.00	1500 / each	**$24,000.00**		**Y**
PNC2116408B1--05-03	GROUP 5 - Port Everglades: Emergency Port Locate	**Supplier Product Code:**	**First Offer -** $80.00	50 / each	**$4,000.00**		**Y**
PNC2116408B1--05-04	GROUP 5 - Port Everglades: Locate with Ground Penetrating Radar	**Supplier Product Code:**	**First Offer -** $55.00	200 / each	**$11,000.00**		**Y**
PNC2116408B1--05-05	GROUP 5 - Port Everglades: Locate with Vacuum Digging (unpaved	**Supplier Product Code:**	**First Offer -** $750.00	10 / each	**$7,500.00**		**Y**

	area)					
PNC2116408B1--05-06	GROUP 5 - Port Everglades: Locate with Vacuum Digging (paved area)	**Supplier Product Code:**	**First Offer -** $750.00	10 / each	**$7,500.00**	**Y**
PNC2116408B1--05-07	GROUP 5 - Port Everglades: Placement of Electrical Markers	**Supplier Product Code:**	**First Offer -** $1.00	25 / each	**$25.00**	**Y**
				Lot Total	$86,025.00	
					Supplier Total	**$731,638.64**

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High Tech Engineering Incorporated

Item: **GROUP 1 - Traffic Engineering Facilities:Standard Locate and Mark**

Attachments

List of other bussiness.pdf

List of Corporations Owned by High Tech Engineering, Inc. principals

- Rumbameru Enterprises, Inc.
- Sunland Enterprising, Inc.
- 4 HT, Inc.
- Rianxo Enterprises, Inc.
- Dagazzi, Inc
- Red Road, Inc

Supplier: **High Tech Engineering Incorporated**

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

These are standard instructions for Quotation Requests and Invitations for Bid and issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. **Execution of Solicitation Response:**

   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

   No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

   Vendor's solicitation response must be submitted electronically through BidSync, the County's

designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

   All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

   Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. **Prices, Terms, and Payments:**

   Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
   (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
   (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
   (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
   (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
   (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
   (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer “No Charge” on an item in a group must indicate by placing a $0.00 in the offer field, and enter “No Charge” in the “Notes for Buyer” section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for

non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

    Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

    In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

    Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

    Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor 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 this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

    For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. **Notice:**

    Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last

specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions 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 of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. **Resolution of Protested Solicitations and Proposed Awards:**

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the

posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
$30,000 - $250,000	$500
$250,001 - $500,000	$1,000
$500,001 - $5 million	$3,000
Over $5 million	$5,000

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

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

(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all

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

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. **Cone of Silence Ordinance (Invitations for Bids):**

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the

solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. **Local Business Tax Receipt Requirements:**

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

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Supplier: **High Tech Engineering Incorporated**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **High Tech Engineering Inc.**

2. Doing Business As/Fictitious Name (if applicable): **High Tech Locating**

3. Federal Employer I.D. no. (FEIN): **650680742**

4. Dun and Bradstreet No.: **043655107**

5. Website address (if applicable): **www.htlocating.com**

6. Principal place of business address: **13284 SW 120th St, Miami, FL 33186**

7. Office location responsible for this project: **13284 SW 120th St, Miami, FL 33186**

8. Telephone no.: **305-412-0891**

   Fax no.: **305-412-0590**

9. Type of business (check appropriate box):

   - [x] Corporation (specify the state of incorporation): **Florida**
   - [ ] Sole Proprietor
   - [ ] Limited Liability Company (LLC)
   - [ ] Limited Partnership
   - [ ] General Partnership (State and County filled in)
   - [ ] Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

    Name: **Manuel Calvo**
    Title: **President**

E-mail: **mcalvo@htlocating.com**

Telephone No.: **305-412-0891**

Name: **Octavio Vidal**

Title: **Regional Manager**

E-mail: **ovidal@htlocating.com**

Telephone No.: **786-345-0986**

Generic e-mail address for purchase orders: **ovidal@htlocating.com**
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

a) **Manuel Calvo - President**
b) **Maribel Calvo - VP**
c) **Yanuvi Erbele - VP**
d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) **None**
b)
c)
d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☑ No

15. Specify the type of services or commodities your firm offers:

Underground Utility Locating Service

Underground Utility Damage Prevention

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **22 years**

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☑ Yes ☐ No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. ☐ Yes ☐ No N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☑ No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☑ Yes ☐ No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☑ No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☑ Yes ☐ No

24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☐ Yes ☑ No

25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

    Living Wage had an effect on the pricing ☐ Yes ☑ No
    If yes, Living Wage increased the pricing by % or decreased the pricing by %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

    Select One:

    ☑ Vendor certifies that this offer is made independently and free from collusion; or

    ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet. **Broward County WWS and Traffic and Engineering**

    Sarasota County office of Environmental Services

    Miami Dade County Public Works

    Orange County Utility Operations

28. Has your firm completely inspected the project site(s) prior to submitting response? ☑ Yes ☐ No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☑ No

30. What equipment does your firm own that is available for this contract? **GPR Mala**

GPR Noggin

Vaccum Excavator Pacific Tech

Ridgid Locators

Methrotech Locators

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Locating of underground communication and traffic signal cables**

Contract/Project Title: **Subsurface Facility and Utility Locating Services**

Agency: **Broward County Traffic and Enginnering**

Contact Name/Title: **Alex Vickers**

Contact Telephone: **954-847-2701**

Email: **AVICKERS@broward.org**

Contract/Project Dates (Month and Year): **2015/05 - Present**

Contract Amount: **$320,000.00**

Reference 2:

Scope of Work: **Locating of underground water and waste water pipes**

Contract/Project Title: **Subsurface Facility and Utility Locating Services**

Agency: **City of Boca Raton Water and Sewer**

Contact Name/Title: **Jimmy Georgievski**

Contact Telephone: **(561) 338-7317**

Email: **jgeorgievski@myboca.us**

Contract/Project Dates (Month and Year): **2015/05 - Present**

Contract Amount: **$108,000**

Reference 3:

Scope of Work: **Location street light and traffic signal cables**

Contract/Project Title: **Location of Underground Utilities**

Agency: **Miami Dade County Public Works**

Contact Name/Title: **Julio Navarro**

Contact Telephone: **(305) 776-0532**

Email: **Julio.Navarro@miamidade.gov**

Contract/Project Dates (Month and Year): **2016-01 - Present**

Contract Amount: **$480,000**

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Supplier: **High Tech Engineering Incorporated**

Litigation History Requirement

A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.

C. For purpose of this disclosure requirement, a “case” includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.

D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.

E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.

F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☑ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: High Tech Engineering Inc

Supplier: **High Tech Engineering Incorporated**

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over $100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

☑ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Manuel Calvo	**President**	**05/16/2018**
AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

Supplier: **High Tech Engineering Incorporated**

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establishing a continuing drug-free awareness program to inform its employees about:
   i. The dangers of drug abuse in the workplace;
   ii. The offeror's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   i. Taking appropriate personnel action against such employee, up to and including termination; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Manuel Calvo	**President**	**05/16/2018**
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

Supplier: **High Tech Engineering Incorporated**

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

☑ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Authorized Signature/Name: Manuel Calvo Date: 05/16/2018

Title: President

Vendor Name: High Tech Engineering, Inc

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Supplier: **High Tech Engineering Incorporated**

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☐ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business Address:

☑ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

Manuel Calvo	President	High Tech Engineering Inc	05/16/2018
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**COMPANY**	**DATE**

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Supplier: **High Tech Engineering Incorporated**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal (s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form (s) in BidSync.

1. Subcontracted Firm's Name: **None**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Manuel Calvo	**President**	**High Tech Engineering Inc**	**05/16/2018**
Authorized Signature/Name	**Title**	**Vendor Name**	**Date**

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Supplier: **High Tech Engineering Incorporated**

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

   Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

   Vendor should indicate how product is being delivered:

   Vendor Name:

   Company Vehicle: Yes ☑ or No ☐

   If Common Carrier (indicate carrier):

   Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils except for wind and flood.

6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).

9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

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Supplier: **High Tech Engineering Incorporated**

Security Requirements – Port Everglades

A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to https://www.tsa.gov/for-industry/twic.

Agreement

I. Parties

This Agreement, 2019-35 is made this _____ day of _____**2019**, by and between _____ **("Contractor")**, located at _____ and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for underground utility locate services not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with Broward County, dated April 9, 2019 except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract PNC211640B1_2, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide underground utility locate services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Underground Utility Locate Services Agreement will be referenced as Contract #2019-35.

EFFECTIVE DATE

Month_____Day_____ of 2019

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: Carlos Acosta, Public Works Director
(305) 364-6100 ext. 1129 acostac@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: _____, email: _____

Title: _____, phone: _____

_____
Contractor

_____
Signature

_____
Name (Print)

_____
Title

Town of Miami Lakes

_____
Edward Pidermann, Town Manager

Attest:

_____
Gina Inguanzo, Town Clerk

MIAMI LAKES
Growing Beautifully

CORPORATE RESOLUTION

WHEREAS, _____**, Inc.** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

_____
Corporate Secretary

(Corporate Seal)

Exhibit "A"
CONTRACT PNC211640B1_2

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

TRANSMITTED VIA EMAIL

April 26, 2019

Octavio Vidal
High Tech Engineering, Inc.
13284 SW 120 Street
Miami, FL 33186
Email: ovidal@htlocating.com

RE: Solicitation No. PNC2116408B1_2, Subsurface Facility and Utility Locating Services
GROUP 1 Traffic Engineering Facilities and GROUP 2 Water and Wastewater Service

Dear Mr. Vidal:

This is to confirm that the Director of Purchasing has accepted your solicitation response on the above-referenced solicitation.

A tabulation of all responses received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning April 9, 2019 and ending April 8, 2020, with the option to renew for two one-year periods. Purchase Order(s) will be placed as and when required.

A copy of this Notice, with a copy of your solicitation response, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

By: _____
Danea Cohen-Ebanks, Purchasing Agent

C: Delanor Nurse, Traffic Engineering Division

Solicitation PNC2116408B1

Subsurface Facility and Utility Locating Services

Bid Designation: Public

Broward County Board of County Commissioners

Bid PNC2116408B1
Subsurface Facility and Utility Locating Services

Bid Number	PNC2116408B1
Bid Title	Subsurface Facility and Utility Locating Services
Bid Start Date	Apr 27, 2018 9:25:09 AM EDT
Bid End Date	May 21, 2018 2:00:00 PM EDT
Question & Answer End Date	May 14, 2018 5:00:00 PM EDT
Bid Contact	Danea Cohen-Ebanks Purchasing 954-357-6317 dcohen@broward.org
Bid Contact	Carolyn Messersmith 954-357-5857 cmessersmith@broward.org
Contract Duration	**1 year**
Contract Renewal	2 annual renewals
Prices Good for	**120 days**
Pre-Bid Conference	**May 8, 2018 2:30:00 PM EDT** **Attendance is optional** **Location: Traffic Engineering Division** **2300 W. Commercial Blvd.** **Training Room B** **Fort Lauderdale, FL 33309** **Attendance at this site visit/pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site or to have attended the conference.** **Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.**
Bid Comments	**Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Broward County Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of the County's underground facilities/utilities. This solicitation is open to the general marketplace. **Basis for Award:** Group award. Award will be considered to the lowest responsive, responsible bidder for each group. A bidder must bid on all items within a particular group to be considered for award of that group. The County reserves the right to make multiple awards for this contract. Awards may be made up to a maximum of three (3) responsive, responsible Vendors. **Questions and Answers:** The County provides a specified time for Vendors to ask questions and seek clarification regarding

the requirements of the solicitation. Vendors shall submit *all* questions or clarification inquiries through the Question and Answers (Q&A) section available in BidSync by the date and time referenced in the solicitation document (including any addenda). All responses will be addressed in the Q&A section. The County is not obligated to respond to any questions or clarification inquiries received after the listed deadline or received by means other than BidSync.

Submittals: Vendor **MUST** submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Vendors should not complete any of the documents included in the BCF 170; these will be completed and executed at a later date. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. **Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.**

Added on May 14, 2018:
The following are changes (~~strikethrough~~ removed; underlined bolded is added):
L. "Locates with Ground Penetrating Radar (GPR)":
GPR technology allows location of underground facilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground facilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates.
As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
Contractor's GPR must have the capability to penetrate up to a minimum depth of ~~fifty~~ twenty (20) feet.

Addendum # 1

New Documents	Security Requirements - Port Everglades		
Previous End Date	May 18, 2018 2:00:00 PM EDT	New End Date	May 21, 2018 2:00:00 PM EDT

Item Response Form

Item	PNC2116408B1--01-01 - GROUP 1 - Traffic Engineering Facilities: Standard Locate and Mark
Lot Description	GROUP 1 - Traffic Engineering Facilities
Quantity	65000 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 65000

Description
Standard Locate and mark Traffic Engineering Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item	PNC2116408B1--01-02 - GROUP 1 - Traffic Engineering Facilities: Emergency Locates
Lot Description	GROUP 1 - Traffic Engineering Facilities
Quantity	40 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements

N/A
N/A FL 33301
Qty 40

Description
Emergency Locate outside normal work hours (4:01pm to 6:59am) national holidays and all day Saturday and Sunday

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Item	**PNC2116408B1--02-01 -** GROUP 2 **- Water and Wastewater Service: Standard Locate and Mark**
Lot Description	**GROUP 2 -** Water and Wastewater Service
Quantity	**19756 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 19756

Description
Standard Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

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Item	**PNC2116408B1--02-02 -** GROUP 2 **- Water and Wastewater Service: In-Plant Locate and Mark**
Lot Description	**GROUP 2 -** Water and Wastewater Service
Quantity	**50 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
In-Plant Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

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Item	**PNC2116408B1--02-03 -** GROUP 2 **- Water and Wastewater Service: Emergency Locates**
Lot Description	**GROUP 2 -** Water and Wastewater Service
Quantity	**20 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Emergency Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

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Item **PNC2116408B1--03-01 -** GROUP 3: Furnish and Install Rigid SRM

Lot Description GROUP 3

Quantity **25 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 25

Description
Furnish and Install Rigid Standard Route Markers (SRM)

Item **PNC2116408B1--03-02 -** GROUP 3: Furnish and Install Utility Locating Pavement Markers

Lot Description GROUP 3

Quantity **25 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 25

Description
Furnish and Install Utility Locating Pavement Markers (Existing Concrete/Pavement)

Item **PNC2116408B1--03-03 -** GROUP 3: Taking GPS Coordinates

Lot Description GROUP 3

Quantity **25 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 25

Description
Taking Global Positioning System (GPS) Coordinates utilizing Sub-meter equipment

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Item **PNC2116408B1--04-01 -** GROUP 4: Soft Dig Locate

Lot Description GROUP 4

Quantity **40 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 40

Description
Locate and expose buried infrastructure with Soft-Dig method non-destructive method, mark and document location, depth, size and type. Fill hole back with clean fill and Restoration

Item	**PNC2116408B1--05-01 -** GROUP 5 **- Port Everglades: Standard Locate and Mark < 500 Feet**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**2000 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2000

Description
Standard Locate and mark Port Everglades Facilities < 500 Feet

Item	**PNC2116408B1--05-02 -** GROUP 5 **- Port Everglades: Standard Locate and Mark > 500 Feet**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**1500 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 1500

Description
Standard Locate and mark Port Everglades Facilities > 500 Feet

Item	**PNC2116408B1--05-03 -** GROUP 5 **- Port Everglades: Emergency Port Locate**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**50 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Emergency Port Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

Item	**PNC2116408B1--05-04 -** GROUP 5 **- Port Everglades: Locate with Ground Penetrating Radar**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**200 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301

Qty 200

Description
Locate with Ground Penetrating Radar (GPR) and mark utility

Item	**PNC2116408B1--05-05 -** GROUP 5 **- Port Everglades: Locate with Vacuum Digging (unpaved area)**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**10 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Locate vacuum digging and mark (unpaved area)

Item	**PNC2116408B1--05-06 -** GROUP 5 **- Port Everglades: Locate with Vacuum Digging (paved area)**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**10 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Locate vacuum digging and mark (paved area)

Item	**PNC2116408B1--05-07 -** GROUP 5 **- Port Everglades: Placement of Electrical Markers**
Lot Description	**GROUP 5 -** Port Everglades
Quantity	**25 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Placement of electrical markers after line exposed (Markers provided by Port Everglades)

SPECIFICATIONS AND REQUIREMENTS

Subsurface Facility and Utility Locating Services

1. **SCOPE OF WORK OVERVIEW**

Broward County requires Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of our underground facilities/utilities. The Contractor shall receive locate request Tickets through the Sunshine State One Call of Florida, Inc. (SSOCOF) system. The County screens all Tickets first using Bytronics and then dispatches Tickets that have Underground Facilities within the Locate Ticket description area.

The County reserves the right to inspect the contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.

2. **BIDDER EXPERIENCE**

A. Bidder must have been actively engaged in the field of utility locating and marking for a period of no less than a minimum of three (3) years experience in providing underground facility/utility location services within the State of Florida and shall have office facilities located within Broward, Palm Beach or Miami-Dade Counties.

B. Prior to award, Bidder must provide evidence of past experience in properly handling fiber-optic cable and related splice enclosures, as such equipment is likely to be encountered when the locating technician is required to enter a fiber optic pull box in order to locate conduit containing fiber-optic cable, or a pull box which contains both twisted-pair copper interconnect cable and fiber-optic cable. Bidder must have experience in properly handling Traffic Signalized Intersections, Lighting and other associated electrical conductors. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.

C. Prior to award, Bidder must provide evidence of past experience in properly handling Water, Waste Water and Storm Drain utilities both Metallic and Non-Metallic pipes. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.

3. **PAY ITEMS**

A. **Standard Locate and Mark (Group 1, Item 1; Group 2, Item 1; Group 5, Items 1 & 2)**

1. See Definitions, Section 11.O of these specifications.
2. Payment shall be made as stated in Section 9.

B. **Emergency Locates (Group 1, Item 2; Group 2, Item 3; Group 5, Item 3)**

1. See subsection 6.G of these specifications.

C. **In-Plant Locate and Mark (Group 2 – item 2)**

1. To include all Broward County Water & Wastewater Services (WWS) and Traffic Engineering Division (TED) facilities in the area specified in the SSOCOF Ticket, or white-lined by the Excavator. The location will be defined by the Broward County Property Lines within the designated facility.

2. In-Plant locates will be accomplished with the use of Ground Penetrating Radar (GPR).

D. **Furnish and Install Rigid Standard Route Markers (SRM) (Group 3, Item 1)**

1. Bidder shall furnish and install rigid-type Standard Route Markers (SRM) as directed by the County in order to clearly mark the location of the underground conduit system.

2. An SRM is a rigid, tubular, in-ground driven post used for visual (non-electronic) location and notification purposes of existing underground conduit. The SRM shall be fabricated and installed in accordance with of the **2018** Florida Department of Transportation (FDOT) Standards Specifications for Road and Bridge Construction, Section 630 pertaining to SRM's.

a) In general, the SRM shall be a white post with a top fitting cover that is orange with white lettering and graphics. More specific information regarding materials, dimensions and performance characteristics of the SRM post are outlined in the 2018 FDOT Standard Specifications for Road and Bridge Construction.

b) SRM's shall be installed in accordance with FDOT specifications, generally a maximum of 500 feet apart, aligned such that a clear line of sight is maintained from one marker to the next.

3. Payment shall be made per each SRM furnished and installed along the located conduit route. Payment for the furnishing and installation of the SRMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s). Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

E. **Furnish & Install Utility Locating Pavement Markers (Existing Concrete/Pavement)(Group 3, Item 2)**

1. Bidder shall furnish and install Utility Locating Pavement Markers (ULPMs) in existing concrete or asphalt pavement as directed by the designated County agency in order to clearly mark the location of the underground conduit system.
2. Markers:
   a) The pavement marker shall be round, medallion or disc type marker between 2" and 2.5" in diameter, 0.125" in thickness, with a slightly recessed top surface, to be installed into the existing concrete or pavement with a countersink drill bit system, such that the anchoring stem of the marker is a minimum of 0.500" diameter and 0.675" deep (measured from the top surface of the marker).

   b) The marker shall be made of bronze, with a minimum 10-year warranty/guarantee against outdoor weathering.

   c) Material shall be tested and approved for a minimum operating temperature range between -50 degrees (F) and 150 degrees (F).

   d) Markers shall be available in a variety of colors, but orange and red are required.

   e) The top face of marker shall be able to be custom imprinted by the fabricator with a minimum 35-character utility owner message (e.g., "WARNING ITS COMMUNICATION/ FIBER OPTICS") circulating around the circumference of the marker, and a minimum 24-character contact information message (parallel lines of text) internal to circulating message.

   f) ULPMs shall be installed at spacing identified by the County, which could range from 4 feet to 500 feet apart, depending on the curvature and configuration of the conduit path.

3. Payment for the furnishing and installation of the ULPMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s).

4. Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

F. **Taking of Global Positioning System (GPS) Coordinates (Group 3, Item 3)**

1. See subsection 6.N of these specifications.

G. **Soft Dig Locate (Group 4, Item 1)**

1. Pay Item shall not be used in conjunction with any other pay item in this contract. This item is for, when requested/ordered, the express purposes of physically locating, exposing and verification of buried infrastructure.
2. The cost shall be a unit cost for each soft dig excavation hole. It will include Maintenance of Traffic (i.e. signing, lane closure, etc.), all labor, materials, equipment and incidentals necessary to determine and record the horizontal and vertical location of the buried infrastructure. The price shall include backfilling to density, pavement repair, sodding and cleanup and restoration.

3. A soft dig service to locate buried infrastructure for various County departments.
4. The soft dig method shall be capable of opening a hole a minimum of eight (8) inches in diameter and to a maximum depth of twenty-five (25) feet.

H. **Standard Locate and Mark (Group 5, Item 1)**

Locate and mark all Port Everglades (PEV) owned facilities in the area specified for small projects up to 500 feet.

I. **Standard Locate and Mark (Group 5, Item 2)**

Locate and mark all Port owned facilities in the area specified for large projects greater than 500 feet.

J. **Locate with Ground Penetrating Radar (GPR) (Group 5, Item 4)**

Locate with use of ground penetrating radar (GPR) and mark utilities.

K. **Locate with Vacuum Digging (Group 5, Item 5)**

Locate with vacuum digging (pot holing) and mark utilities in unpaved areas.

L. **Locate with Vacuum Digging (Group 5, Item 6)**

Locate with vacuum digging (pot holing) and mark utilities in paved areas.

M. **Placement of Electric Markers (Group 5, Item 7)**

Placement of electric markers after line has been exposed. Markers to be provided by Port Everglades.

4. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

A. The qualified Contractor is responsible for all the cost of performing locating functions for the tickets issued to them and are required to ensure proper marking (locates).

B. Provide office and field equipment (desktops and laptops) that are compatible to Broward County's equipment through Digtrack Ticket Management system and IRTHNet One Call Ticket Management and Map Screening applications.

(1) Provide access to the County to the Contractor's database for electronic delivery of all locate request tickets to a single electronic address. The contractor shall dispatch tickets to their personnel to perform locates within defined timeframes.

(2) Provide electronic data with a format that utilizes IRTHNet and Bytronics (no substitutions) and shall allow for integration with current County IRTHNet software or any revisions thereof.

(3) Work closely with County to provide uninterrupted electronic communications in the event of scheduled upgrades, or migrations that may occur within the County's Information technology system.

(4) Establish compatible electronic communications to the current County database within five (5) County business days of notification of contract award.

C. Provide sufficient qualified staff to perform services as defined.

D. Receive and record locate ticket from Broward County during standard Broward County business days and office hours (approximately 8:00 a.m. to 4:00 p.m. for TED and WWS, 8:00 a.m. to 5:00 p.m. for PEV).

E. Follow the Scheduler's instructions noted on the locate ticket.

F. Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the County, in addition to hard copy prints, as a source of information for their field technicians.

1. It is important when a Locate Ticket is issued to the Contractor that the person assigned that Ticket shall travel to the Ticket's location for proper disposition of the Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it take to update the database map.

G. Promptly notify the County in writing, of any discrepancies or omissions in any of the County records, or other information provided to the Contractor by the County.

H. Equip field personnel with laptops or other suitable portable electronic equipment capable of managing information in digital format. Receive and safeguard all County location maps or records made available for locating purposes in a clean dry area in their facility.

I. Maintain records appropriate to support invoicing and recording requirements set forth in this contract. Contractor agrees to the records retention period also set forth in said contract. Said records shall include a set of digital photographs, which shall be filed under the ticket number, and shall be date/time stamped for each of the areas marked and/or flagged.

J. Use equipment and technology current at the time of award and every means necessary to locate and mark Broward County's underground systems. All Locating equipment or devices being used by the Contractor are subject to the County's approval prior to or during the execution of this contract.

K. Provide personnel that are proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the County, in accordance with recommendations made by the designated County agency.

5. **DUTIES AND RESPONSIBILITIES OF COUNTY**

A. Provide access to the current database for communications from the Contractor on locate status.

B. Provide the Contractor with a set of keys needed to open all traffic control cabinets to identify and connect to all underground feeds entering the cabinets. These keys will be returned to the County upon expiration or termination of this contract.

C. Provide the Contractor with reasonable training on the procedures used in identifying the facilities and practices to be applied when operating inside the traffic control cabinets.

D. Provide the Contractor with computerized GIS and/or CAD maps and drawings of all documented Broward County WWS, TED and PEV underground structures. To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the County. The Contractor understands that the maps furnished by the County shall be the **approximate general location of County buried facilities and that accuracy is not guaranteed (only that there are facilities in the general area)**. In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD. These events need to be recorded by the Contractor and relayed to the County agency responsible for the underground systems. Where County maps do show underground systems, the Contractor will be responsible for locates as described in this contract. The Contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate sites.

6. **LOCATE REQUEST TICKET PROCESSING**

A. County will assign locate request tickets to Contractor.

B. Response Time:
The Line Locate Contractor will be responsible for making arrangements with all excavators for locate requests.

(1) All standard locate requests shall be processed, and a positive response posted to the system, within two (2) County business days of receipt from the County. Requests for an underwater excavation shall be processed, and a positive response posted to the system, within ten (10) days of receipt from the County.

(2) After such time as stated above, if no response is posted to the system, the ticket becomes “late” and the system will automatically resend that ticket to the Member operator at the current rate for such late ticket. County will deduct late ticket amounts from the current month’s payment to the contractor.

(3) Emergencies shall be processed with (2) hours of receipt from the County. The Contract shall immediately contact all applicable Excavators requiring a meeting. The meetings shall be held between the Contractor and Excavator, as required, when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".

(4) Response codes to SSOCOF must be entered into the system by the Contractor <u>within two (2) County business days</u> of receiving the locate ticket.

(5) All marking delay requests must be documented by the Contractor with the excavator <u>within two (2) County business days</u> of receiving the locate ticket with copy to the designated County agency.

C. Meetings shall be held between the Contractor and Excavator as required when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".

D. A locate ticket will include:

(1) Any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation, irrespective of quantity or types of Broward County underground infrastructure identified within this 500 feet.

(2) The actual locating of 500 feet shall be limited to a single street, center line of street or right of way line, inclusive of both sides of the street and shall include any intersections, and up to one hundred fifty (150) feet in either direction of the intersections. Except within the Port jurisdictional boundary where locates will sometimes be in off street areas such as dock side, or container yards, etc.

(3) When the Contractor believes a request is in excess of the 500-foot limit, the Contractor will instruct the Excavation Site Contractor to white-line the proposed excavation site, as provided in FLA. STATUTE 556. The Contractor will immediately inform the County electronically (e-mail) of the action taken and provide the actual number of locate units for that site. This document must be submitted with the Contractor's invoice for which it applies; else, the charge will not be reimbursed.

E. Locate tickets which are originated by different excavating contractors in the same geographic areas within two (2) County business days are considered requests for the same facilities and the Contractor will be compensated for one physical locate in this area for all related tickets. Ticket revisions will not incur separate/additional charges as they are simply updates to the original ticket.

F. All facilities located on concrete or asphalt surfaces shall be marked with the appropriate color paint, and facilities located in dirt or grassy areas will be marked with paint plus the appropriate color flags as dictated in Florida Statute 556.

1. Offset marks shall also accompany where markings are in dirt/grass and also where the markings will be disturbed or removed by the proposed excavation.

G. **Emergency Locates:**

An emergency locate ticket received after the close of business or during weekends or holidays must be performed within **<u>two hours or less</u>** from time received. Emergency tickets cannot wait until the next business day. The Contractor will provide a 24-hour contact number for such requests. Contractor will report to the locate site with necessary appropriate equipment and personnel to complete the request. Emergency locate requests can be done verbally by phone and/or email with a follow up ticket request to be done during business hours.

H. Those locations where field visits indicate that no underground facilities exist should be so coded indicating that there is **no conflict** to show the Contractor has visited the site.

I. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty-four (24) inches plus one half (½) the diameter of the underground facility.

J. Contractor may provide additional services such as maintenance of marks and stakes if specifically requested to do so by Broward County. Prior to the Contractor's commencement of the additional services, Broward County must specifically approve such additional services and the costs charged will be at the rates specified in the Bid sheets for the applicable Pay Items.

K. In the event the Contractor is unable to physically locate County utilities after exhausting all the approved methods for locating underground facilities, Contractor shall contact the excavating contractor to inform of the presence of any identifiable, but un-locatable facilities. The Contractor will also advise the excavating contractor, via electronic communication (e-mail) that any location information supplied may not be within the definition of Reasonable Accuracy. The contractor shall immediately inform the designated County agency electronically (e-mail) of the action taken.

L. County expects the Contractor to locate or clear facilities as described in the assigned SSOCOF tickets. These are the only acceptable disposition codes:

1 – Marked
2E – Marked with Exceptions - marked within the confines of the White-lined area
4 – Clear, no facilities
5 – No conflict, utility is outside of the requested work site.
Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.

M. Any other provisions of this contract to the contrary notwithstanding, the Contractor reserves the right to decline any locate tickets in areas which the Contractor deems impractical to serve due to inaccessibility or other reasonable conditions. County will monitor these situations and modify procedures, if necessary, for future assignments.

N. The Contractor shall have the capability to take Global Positioning System (GPS) coordinates. The GPS coordinates are to be the Geographic Coordinate Reference GCS_North_American_1983_HARN using the Florida East State Plane System (NAD_1983_HARN_StatePlane_Florida_East_FIPS_0901_Feet) and the readings are to have an accuracy rate for the facilities in the Sub-Meter Accuracy range. For a one site excavation, a single GPS locate for each Broward County underground WWS, TED and PEV shall be performed. When excavations traverse an area up to the 300-foot limit a set of two GPS points shall be performed establishing a straight line. GPS data shall be complied in electronic format and forwarded to the appropriate County unit for integration into the County's Oracle-based Computerized Maintenance Management System.

7. DAMAGE TO FACILITIES

A. Contractor shall investigate all incidents of buried facility damage when the accuracy of the County's facilities is suspect or questionable and will submit to the designated County agency a written report of said investigation with photos of the area, within five (5) County business days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of five (5) years. The Contractor will provide testimonial support in cases deemed necessary by the County.

B. Contractor shall be responsible for all costs incurred to repair damages to County facilities that were incorrectly located by the Contractor, regardless of reason. The designated County agency shall document the damages and formally inform Contractor of the cost to repair the facilities. County will deduct the repair costs from future payments to the Contractor until the obligation is fulfilled.

C. The County may elect to use a separate company to do a parallel investigation to determine the precise details of the incident and to determine responsibility for the damages that were incurred during excavation work.

8. **RECORD KEEPING and REPORTING**

A. The Contractor agrees to maintain records to support all work performed and all items billed to the County and shall retain all such records for a period of five (5) years.

B. The Contractor must retain all digital files or other written messages for five (5) years.

C. The County may request from the Contractor, at no additional cost, audit details of all or randomly selected tickets received for each billing period.

D. The Contractor shall prepare a formal report of incidents or damages concerning accuracy of the Locate process including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the designated County agency within five (5) County business days of the reported error.

9. **INVOICING AND PAYMENTS**

A. Separate invoicing by the Contactor shall be performed on a monthly basis to each designated County agency.

B. Contractor must submit invoices by the 8TH of the following month.

C. Acceptable Billing Codes
1 – Marked
2E – Marked with Exceptions - marked within the confines of the White-lined area
4 – Clear, no facilities
5 – No conflict, utility is outside of the requested work site.
Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.

D. The Contractor's invoice shall include the following sections and data items:

(1) HEADER
- a. Broward County purchase order number
- b. Invoice Date
- c. Invoice Number (Contractor's next sequential number for this purchase order)
- d. Bill Period during which the services were performed
- e. The total number of tickets (QTY) and units received during the Bill Period
- f. Total number of located, marked or cleared tickets (QTY) and units for the Bill Period
- g. Total number of tickets (QTY) and units received during the Bill Period but were not located and marked. Provide details in backup documentation and include SSOCOF Disposition Code for the requests that were not marked.

(2) BODY
- a. Commodity Code Item Number (Refer to Bid Sheet)
- b. Commodity Code Description (Refer to Bid Sheet)
- c. Number of tickets located
- d. Number of Units (as listed in located ticket)
- e. Unit Price
- f. Total Due per Commodity Code
- g. Total Due (current invoice)
- **h. Number of tickets received from Broward County Traffic Engineering Division within the billing period**

(3) SUMMARY
- a. Overdue Balance
- b. Total Balance Due Contractor
- c. Remittance Address

E. Include a Microsoft Excel or equal format itemized attachment in the invoice package that includes the following data for tickets located or cleared during the Bill Period. **Note that this information must match ticket detail in the SSOCOF system; else, the ticket is not eligible for compensation. A sample template will be provided by the County.**
(1) Ticket Number
(2) Number of Units (as shown in ticket details)

(3) Date received
(4) Location with cross street (as shown in ticket details)
(5) Date located (or N/A if not located)
(6) Reason Code (if "Date Located" is N/A)
(7) Type of Request
(8) Sub-totals and totals for each
(9**)** **Total number of tickets received per day from Broward County Traffic Engineering Division**

F. Each designated County agency will review the invoice package and inform the Contractor of any disputed charges. Contractor will be provided the opportunity to provide additional justification for payment before County calculates the final remittance amount and processes payment. The Contractor will be advised to submit a revised invoice if numerous discrepancies are noted.

10. **DISCREPANCIES**

Due to the nature of WWS and PEV underground facilities, having an accurate source of information of its location is vital for an effective and efficient protection. The reality is that many times, a significant percentage of this information is outdated or incorrect.

When a discrepancy is encountered in the field, the risk of an incorrect marking is substantially increased, thus jeopardizing the underground facilities. In this case, the correct line of action would be to locate the line using GPR, Vacuum Excavation or other suitable means.

Once the facility is properly located, it is imperative to record its exact location via G.P.S. and correct the Facility System Plan. Therefore, avoiding the cost of GPR and soft digging the next time the same facility needs to be located.

11. **DEFINITIONS**

A. "**County Business Day**": Any day, 8:00 a.m. to 4:00 p.m., other than Saturday, Sunday or any legal federal, state or local holiday.

B. **"Damage Investigation"** An unbiased 3rd party to investigate damage incidents involving Broward County facilities.

1. Locating firms markings accuracies (within tolerance)
2. Excavator responsible for damaging facilities
3. Respond to damage when called
4. Collect all evidence relative to damage incident
5. Document management
6. Avoid case getting "COLD"
    a. Locate Ticket not requested
    b. Locate Ticket not accurate
    c. Inaccurate markings
    d. Insufficient markings
    e. No markings
    f. Incorrect ticket closure
    g. One-call Center error
    h. Insufficient excavation practices
    i. Insufficient white lining
    j. GIS/CAD map omission

C. **"Excavation":** Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).

D. **"Excavation Site":** The area where an Excavator intends to perform or actually performs Excavation.

E. **"Excavator":** Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Broward County Underground Facilities.

F. **"Excavator Notification":** Notification given to the Excavator that the underground facilities are not present at the Excavation Site.

G. **"Facility Owner":** The owner of a specific Underground Facility. For purposes of this contract, the Facility Owner is Broward County.

H. **"Identified, But Un-locatable":** An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in 11-S).

I. **"Locatable Underground Facility":** An Underground Facility which can be field marked with Reasonable Accuracy (as defined in 11-S) by using devices capable of identifying and locating Broward County Underground Facilities within the required range of accuracy, or by use of Broward County Maps, Records, and GIS.

A. Traffic Engineering Division;
   a. Traffic Signal Intersections
   b. Communications cables both copper and fiber optic types
   c. School Flasher
   d. Electrical
   e. Street Lighting
   f. Variable message signs
   g. CCTV stations
   h. Misc.

B. Water/Waste Water Services both Metallic and Non-Metallic pipes:
   a. Potable Water
   b. Raw water
   c. Sewer both gravity and force main
   d. Re-use
   e. Brine
   f. Electric services to Pump and/or Lift Stations
   g. Misc.

C. Port Everglades;
   a. Port Owned Electric
   b. Potable Water
   c. Sewer both Gravity and Force Main
   d. Drainage Pipes
   e. Communications
   f. Misc.

J. **"Locates with Radio Frequency": None**

K. **"Locates with Sonde": The Sonde, when used shall be able to be inserted into a conduit with cable**

L. **"Locates with Ground Penetrating Radar (GPR)":**

GPR technology allows location of underground facilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground facilities.
GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates.
As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
Contractor's GPR must have capability to penetrate to a minimum depth of fifty (20) feet.

A commercial GPR system, called the CART (Computer Assisted Radar Tomography) Imaging System, has been tested for more than a year in surveys in major cities of the US and Europe. The CART system uses a highly-efficient GPR array (developed by Mala Geoscience), which can be towed by a vehicle or pushed in front of a modified commercial lawnmower at speeds of up to about 1km/h (30 cm/s).
The CART systems rely on precise geometry control provided by a self-tracking laser theodolite. GPS (global positioning system) was also considered, but is not yet accurate and fast enough in city environments to control precise radar surveying. As the CART array moves along the ground, a laser theodolite locks on and follows a prism mounted next to the array. The CART system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas.

As part of standard CART surveys, the laser theodolite is also used to map surface features such as curbs, maintenance access structures, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

The CART's 3D images clearly show the approximate size, shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. CART images also contain information about the material composition of buried structures (metal vs. plastic) and soil conditions. Special image processing software is used to extract and highlight utility lines and conduits.

M. **"Locate with Vacuum Digging":**

When Standard Locate techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error by performing a series of soft digs until the Facility is exposed. Soft Digging can also be used when the inverted elevation of a Facility is required.

N. **"Locate Request":** Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

O. **"Marking":** The application of paint, flags and/or stakes to clearly identify on a horizontal plane the location of Broward County's Underground Facilities within the tolerances set forth under the current State Laws of Florida governing **UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY**. 1. Use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (10) feet, and at each divergence from a straight line of the cable path in accordance with current marking standards of the American Public Works Association to show the field locations of underground facilities with Reasonable Accuracy (as per Specification and Requirements).

- **Marking cable path's divergence shall begin 10 feet from a straight path and marked** *every* **2 feet through the divergence until a straight path is established by 10 feet.**

2. Offset marking shall be used in addition to the regular standard marking when an excavation area is to be performed where the cable/conduit path is located where the possibility exists that the markings shall be covered or disturbed and/or the markings will no longer be visible.

P. **"Member Operator":** Agencies of the Broward County Board of County Commissioners.

Q. **"Photographs (Pictures)":** Taking pictures of locate marks which shall include a reference point in the picture for future identification where the marks were located. Pictures should be attached to the locate ticket.

R. **"Positive Response":** A system use in the Sunshine811 "IRTHNet One Call" where response codes (Close Codes) are entered and/or additional information can be added as necessary.

1. The contractor shall use the Positive Response system to log all contracts with the Excavator / Ticket originator on what has transpired with the locate Ticket.
   a. Locate Delays
   b. Changes to the ticket
   c. Agreements to how the location will be marked
   d. Continuation of marking
   e. Any other reason that the facility has not been marked.

S. **"Reasonable Accuracy":**
(1) Locating the approximate horizontal location of an Underground Facility (as defined in 11-Y) to the specifications required by applicable law.
(2) By definition, a tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
(3) GIS and CAD drawings.

T. **"Standard Locate":** Most of the locates are "standard" and can be defined as those locates that can be done with the use of Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans (GIS maps). For locates where the aforementioned method(s) cannot be utilized, Ground Penetrating Radar (GPR) and/or the use of a Sonde inserted in the conduit with the cable and/or Vacuum Digging may be necessary and shall be included in the price bid for this item.

ESTIMATED USAGE OF LOCATE METHODS:

- Inductive Radio Frequency/(GIS Maps): 97%
- Sonde Insertion: 1.5%
- Vacuum Digging: 0.5%
- Ground Penetrating Radar (GPR): 1%

(1) **"Standard Locate – Traffic Engineering and Port Everglades" – Traffic Signals, Warning Beacons, Interconnect Conduit, Street Illumination Lighting and School Flashing Devices**: Most of the locates are "standard" and can be defined as those locates that can be done with the use of Conductive Radio Frequency (RF) locators, and/or based on the information provided in the facility system plans. CAD Maps, GIS, and/or guided by superficial facility components such to include but not limited to: electrical conduit, optical cable, electrical/communications I junction boxes, pull boxes, communications cable, signal control boxes, electrical switches and relays. In the event that a facility is found to be without a non-conductive material such as an empty conduit or a Fiber Optic Cable without a trace wire, the contractor shall immediately inform the excavating contractor in order to get an extension to the locate request, and a trace wire will be provided by the Traffic Engineering Division <u>within two (2) County business days following this request</u>.

(2) **"Standard Locates – Water and Sewer and Port Everglades" - Needs to meet one or more of the following conditions:**

- Facility made of conductive material
- Facility is non-conductive material
- Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence

Most of the locates are "standard" and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, AutoCAD Maps. GIS, and/or guided by superficial Facility components to include but not limited to:

- Force mains
- Sanitary sewers
- Potable water pipe
- Hydrants
- Valves and maintenance access structures

U. **"Sunshine State One Call of Florida (SSOCOF)":**
The State of Florida service by which an excavator can notify utility companies of proposed excavations and request field marking of underground facilities.

V. **"The System":** Electronic State of Florida service using IRTHnet called the Sunshine State One Call of Florida (SSOCOF).

W. **"Ticket":** The electronic request to physically locate County facilities.

X. **"Unit":** Standard locate fee charged per 500 feet. Tickets will include 1-11 units. Only one Standard Locate Fee can be charged per 500 feet, where County maps/GIS and AutoCAD have identified any type of Broward County underground infrastructure, irrespective of quantity.

Y. **"Underground Facility", i.e. "Facility":** Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water or electronic communications.

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

These are standard instructions for Quotation Requests and Invitations for Bid and issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. **Execution of Solicitation Response:**

   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

   No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

   Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response

is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. **Prices, Terms, and Payments:**

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

(c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.

(d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

(g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be

purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer “No Charge” on an item in a group must indicate by placing a $0.00 in the offer field, and enter “No Charge” in the “Notes for Buyer” section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the

County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet

delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

    Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

    In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

    Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

    Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor 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 this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

    For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. **Notice:**

    Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in

writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions 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 of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. **Resolution of Protested Solicitations and Proposed Awards:**

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between

8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
$30,000 - $250,000	$500
$250,001 - $500,000	$1,000
$500,001 - $5 million	$3,000
Over $5 million	$5,000

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. **Cone of Silence Ordinance (Invitations for Bids):**

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority

takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. **Local Business Tax Receipt Requirements:**

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a

Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

Subsurface Facility and Utility Locating Services

A. Scope:

Vendors are invited to respond for an open-end contract to furnish all labor, materials, equipment and services required to provide Subsurface Facility and Utility Locating Services throughout Broward County per the **Specifications and Requirements** for the Traffic Engineering Division, Port Everglades, Water and Wastewater Service Division and various other Broward County agencies that may have need of these services.

The initial contract period shall start on date of award, or upon expiration of the current contract (August 21, 2018), whichever is later and shall terminate one (1) year from that date. The Director of Purchasing may renew this contract for two one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

B. Specifications and Requirements:

Specifications and Requirements, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

C. Office of Economic and Small Business Requirements:

The County Business Enterprise (CBE) program shall not apply to this contract; no CBE participation goal is attached to this contract. Although a CBE goal has not been established for this contract, the County encourages Vendors to give full consideration to the use of certified CBE firms to perform work under the contract. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

F. Basis of Award (Group Award):

Award will be considered to the lowest responsive, responsible bidder for each group. A bidder must bid on all items within a particular group to be considered for award of that group.

G. Multiple Awards:

1. The County reserves the right to make multiple awards for this contract. Awards may be made up to a maximum of three (3) responsive, responsible Vendors. In the event the county exercises this right, the low, responsive, responsible Vendor will be designated as the Primary Vendor, the next low, responsive, responsible Vendor will be designated as the Secondary Vendor, and the third low, responsive, responsible Vendor will be designated as the Tertiary Vendor, etc. The County is not obligated to make multiple awards.

2. The Primary Contract will be awarded to the low responsive, responsible Vendor (Primary Vendor). The Secondary Contract and Tertiary Contract (if applicable) will be awarded to the second lowest, responsive, responsible Vendor (Secondary Vendor) and third lowest, responsive, responsible Vendor (Tertiary Vendor) (if applicable) based upon the same unit prices as those submitted by the Primary Vendor for each line item.

3. Purchase Orders issued under the Secondary Contract will be issued when the Primary Vendor is unable to perform or when the County determines that the Primary Vendor's maximum service capacity has been reached (based on outstanding County purchase orders) and additional service capacity is still needed by the County to meet County's service timeframes. If the Secondary Vendor is determined to be unable to meet the County’s needs, purchase orders will be issued under the Tertiary Contract, if awarded.

4. In the event, the second low responsive responsible Vendor does not accept the County's offer, the County expressly retains the right to award the Secondary Contract to the third, fourth, fifth, etc., responsive responsible Vendor, with award of the Tertiary Contract following in the same manner (if applicable).

5. The Secondary and Tertiary Vendors (if applicable) agree to execute an Amendment to the solicitation which shall contain the unit prices for each line item as reflected on the Primary Vendor's submittal, and any other matters to ensure compliance with the terms and conditions of the solicitation.

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:

2. Doing Business As/Fictitious Name (if applicable):

3. Federal Employer I.D. no. (FEIN):

4. Dun and Bradstreet No.:

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.:

   Fax no.:

9. Type of business (check appropriate box):

   ☐ Corporation (specify the state of incorporation):

   ☐ Sole Proprietor

   ☐ Limited Liability Company (LLC)

   ☐ Limited Partnership

   ☐ General Partnership (State and County filled in)

   ☐ Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:
Title:
E-mail:
Telephone No.:

Name:
Title:
E-mail:
Telephone No.:

Generic e-mail address for purchase orders:
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

a)
b)
c)
d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a)
b)
c)
d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☐ No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☐ Yes ☐ No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. ☐ Yes ☐ No N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☐ No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☐ No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☐ No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☐ Yes ☐ No

24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☐ Yes ☐ No

25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

    Living Wage had an effect on the pricing ☐ Yes ☐ No

    If yes, Living Wage increased the pricing by _____ % or decreased the pricing by _____ %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

    Select One:

    ☐ Vendor certifies that this offer is made independently and free from collusion; or

    ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on

separate sheet.

28. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☐ No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☐ No

30. What equipment does your firm own that is available for this contract?

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Litigation History Requirement

A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.

C. For purpose of this disclosure requirement, a “case” includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.

D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.

E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.

F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☐ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing	Name:

Counsel	Email: Telephone Number:

Vendor Name:

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over $100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses.

☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establishing a continuing drug-free awareness program to inform its employees about:
  i. The dangers of drug abuse in the workplace;
  ii. The offeror's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  i. Taking appropriate personnel action against such employee, up to and including termination; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Authorized Signature/Name: **Date:**

Title:

Vendor Name:

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☐ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business

Address:

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Authorized Signature/Name	Title	Vendor Name	Date

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

   Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

   Vendor should indicate how product is being delivered:

   Vendor Name: _____

   Company Vehicle: Yes ☐ or No ☐

   If Common Carrier (indicate carrier): _____

   Other: _____

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils except for wind and flood.

6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).

9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	**Aggregate**
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [**x**] Premises–Operations [ ] Explosion, Collapse, Underground Hazards [**x**] Products/Completed Operations Hazard [**x**] Contractual Insurance [**x**] Independent Contractors [**x**] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$1,000,000**	**$2,000,000**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned **[x] Hired** **[x] Non-owned** **[x] Scheduled** **[x] Any Auto** ***May be waived if no driving will be done in performance of services.***	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$500,000**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorse-ment is required		
[X] **WORKERS' COMPENSATION**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
[X] **EMPLOYERS' LIABILITY**	(each accident)	**$100,000**	
[**X**] **PROFESSIONAL LIABILITY ~**	(each accident)	**$1,000,000**	
	Extended reporting period	**2 years**	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation.

REFERENCE: Subsurface Facility and Utility Locating Services Contract

CERTIFICATE HOLDER:

Broward County
Broward County Traffic Engineering Division
2300 Commercial Blvd.

Digitally signed by TIMOTHY CROWLEY
DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY
Date: 2018.01.04 15:19:20 -05'00'

Risk Management Division

Revised 2015

Security Requirements – Port Everglades

A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to https://www.tsa.gov/for-industry/twic.

Question and Answers for Bid #PNC2116408B1 - Subsurface Facility and Utility Locating Services

Overall Bid Questions

Question 1

Is there an estimated budget for this? **(Submitted: May 3, 2018 2:03:24 PM EDT)**

Answer

- The estimated budget is $916,885 **(Answered: May 7, 2018 2:46:08 PM EDT)**

Question 2

Section 11 DEFINETIONS, L

Ground Penetrating Radar is limited by the type of soil conditions it is working in. In some soils a depth of 20 feet is possible, but in others a depth of 20 is not. The last sentence of the definition that a radar must reach a depth of 20 feet is an inaccurate statement.

Can you please remove? **(Submitted: May 14, 2018 10:24:05 AM EDT)**

Answer

- The specification does not require that the ContractorÃ¢Â€Â™s Ground Penetrating Radar (GPR) "must reach" a depth of 20 feet. It requires that the ContractorÃ¢Â€Â™s GPR must have the "capability" to penetrate up to a minimum depth of twenty (20) feet. **(Answered: May 14, 2018 3:03:56 PM EDT)**

Question 3

On Item 5. DUTIES AND RESPONSIBILITIES OF COUNTY Letter D it reads:

In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD.

The last sentence appears to be a contradiction. All county utilities are interconnected; therefore any utility not present in the GIS or CAD will be always a continuation of a utility present in the GIS or CAD.

In the event of a damage, this could be constructed to hold the Locating Contractor liable for damages, regardless the underground infrastructure was not shown in the maps/GIS and/or CAD.

Can this last sentence be clarified?

Please provide an example of a damaged, unmarked facility, not present in prints, where the referred sentence will not apply. **(Submitted: May 14, 2018 3:42:50 PM EDT)**

Answer

- Refer to Specification and Requirements, Section 4 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Q1. Refer to Section 4.F - Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the County, in addition to hard copy prints, as a source of information for their field technicians.

Q2. Refer to Section 4.F.1 - It is important when a Locate Ticket is issued to the Contractor that the person assigned that Ticket shall travel to the TicketÃ¢Â€Â™s location for proper disposition of the Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it take to update the database map.

Q3. Refer to Section 4.G - Promptly notify the County in writing, of any discrepancies or omissions in any of the County records, or other information provided to the Contractor by the County. **(Answered: May 17, 2018 4:29:32 PM EDT)**

Question 4

6Â (L)Â Reads:Â

CountyÂ expectsÂ theÂ ContractorÂ toÂ locateÂ orÂ clearÂ facilitiesÂ asÂ describedÂ inÂ theÂ assignedÂ SSOCOFÂ tickets.Â

TheseÂ areÂ theÂ onlyÂ acceptableÂ dispositionÂ codes:Â

1Â â€“Â MarkedÂ

2E â€“ Marked with Exceptions - marked within the confines of the White-lined area

4 â€“ Clear, no facilities

5Â â€“Â NoÂ conflict,Â utilityÂ isÂ outsideÂ ofÂ theÂ requestedÂ workÂ site.Â

AnyÂ otherÂ codesÂ requireÂ advanceÂ writtenÂ approval fromÂ theÂ designatedÂ CountyÂ agency,Â which mustÂ beÂ submittedÂ withÂ theÂ invoice.Â

Q1.Â Will theÂ CountyÂ provideÂ writtenÂ approval
forÂ aÂ ticketÂ withÂ anÂ incorrectÂ address,Â toÂ whichÂ theÂ LocatorÂ didÂ a site visit,Â found
thatÂ theÂ addressÂ wasÂ incorrectÂ andÂ respondedÂ withÂ aÂ â€œ3Bâ€ ?Â
Q2.Â Will theÂ CountyÂ provideÂ writtenÂ approvalÂ forÂ aÂ ticketÂ largerÂ thanÂ 500Â-
feet,Â whichÂ wasÂ siteÂ visited,Â foundÂ toÂ haveÂ no
whiteÂ liningÂ andÂ inÂ consequenceÂ respondedÂ withÂ aÂ codeÂ â€œ3Nâ€ ?Â ÂÂ **(Submitted: May 14, 2018 3:50:24 PM EDT)**

Answer

- Q1. The County will not provide written approval for a ticket with an incorrect address
Q2. The County will not provide written approval for a ticket larger than 500 feet **(Answered: May 17, 2018 4:29:32 PM EDT)**

Bid Tabulation Packet
for
Solicitation PNC2116408B1

Subsurface Facility and Utility Locating Services

Bid Designation: Public

Broward County Board of County Commissioners

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High Tech Engineering Incorporated

Bid Contact **Octavio Vidal**
ovidal@htlocating.com
Ph 305-412-0891

Address **13284 SW 120 Street**
Miami, FL 33186

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--01-01	GROUP 1 - Traffic Engineering Facilities: Standard Locate and Mark	**Supplier Product Code:**	**First Offer -** $7.04	65000 / each	**$457,600.00**	Y	Y
PNC2116408B1--01-02	GROUP 1 - Traffic Engineering Facilities: Emergency Locates	**Supplier Product Code:**	**First Offer -** $17.99	40 / each	**$719.60**		Y
				Lot Total	$458,319.60		

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--02-01	GROUP 2 - Water and Wastewater Service: Standard Locate and Mark	**Supplier Product Code:**	**First Offer -** $7.04	19756 / each	**$139,082.24**		Y
PNC2116408B1--02-02	GROUP 2 - Water and Wastewater Service: In-Plant Locate and Mark	**Supplier Product Code:**	**First Offer -** $7.04	50 / each	**$352.00**		Y
PNC2116408B1--02-03	GROUP 2 - Water and Wastewater Service: Emergency Locates	**Supplier Product Code:**	**First Offer -** $17.99	20 / each	**$359.80**		Y
				Lot Total	$139,794.04		

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--03-01	GROUP 3: Furnish and Install Rigid SRM	**Supplier Product Code:**	**First Offer -** $100.00	25 / each	**$2,500.00**		Y

PNC2116408B1--03-02	GROUP 3: Furnish and Install Utility Locating Pavement Markers	**Supplier Product Code:**	**First Offer -** $100.00	25 / each	**$2,500.00**	**Y**
PNC2116408B1--03-03	GROUP 3: Taking GPS Coordinates	**Supplier Product Code:**	**First Offer -** $500.00	25 / each	**$12,500.00**	**Y**
				Lot Total	$17,500.00	

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--04-01	GROUP 4: Soft Dig Locate	**Supplier Product Code:**	**First Offer -** $750.00	40 / each	**$30,000.00**		**Y**
				Lot Total	$30,000.00		

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2116408B1--05-01	GROUP 5 - Port Everglades: Standard Locate and Mark < 500 Feet	**Supplier Product Code:**	**First Offer -** $16.00	2000 / each	**$32,000.00**		**Y**
PNC2116408B1--05-02	GROUP 5 - Port Everglades: Standard Locate and Mark > 500 Feet	**Supplier Product Code:**	**First Offer -** $16.00	1500 / each	**$24,000.00**		**Y**
PNC2116408B1--05-03	GROUP 5 - Port Everglades: Emergency Port Locate	**Supplier Product Code:**	**First Offer -** $80.00	50 / each	**$4,000.00**		**Y**
PNC2116408B1--05-04	GROUP 5 - Port Everglades: Locate with Ground Penetrating Radar	**Supplier Product Code:**	**First Offer -** $55.00	200 / each	**$11,000.00**		**Y**
PNC2116408B1--05-05	GROUP 5 - Port Everglades: Locate with Vacuum Digging (unpaved	**Supplier Product Code:**	**First Offer -** $750.00	10 / each	**$7,500.00**		**Y**

	area)					
PNC2116408B1--05-06	GROUP 5 - Port Everglades: Locate with Vacuum Digging (paved area)	**Supplier Product Code:**	**First Offer -** $750.00	10 / each	**$7,500.00**	**Y**
PNC2116408B1--05-07	GROUP 5 - Port Everglades: Placement of Electrical Markers	**Supplier Product Code:**	**First Offer -** $1.00	25 / each	**$25.00**	**Y**
				Lot Total	$86,025.00	
					Supplier Total	**$731,638.64**

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High Tech Engineering Incorporated

Item: **GROUP 1 - Traffic Engineering Facilities:Standard Locate and Mark**

Attachments

List of other bussiness.pdf

List of Corporations Owned by High Tech Engineering, Inc. principals

- Rumbameru Enterprises, Inc.
- Sunland Enterprising, Inc.
- 4 HT, Inc.
- Rianxo Enterprises, Inc.
- Dagazzi, Inc
- Red Road, Inc

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Supplier: **High Tech Engineering Incorporated**

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

These are standard instructions for Quotation Requests and Invitations for Bid and issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. **Execution of Solicitation Response:**

   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

   No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

   Vendor's solicitation response must be submitted electronically through BidSync, the County's

designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

   All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

   Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. **Prices, Terms, and Payments:**

   Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
   (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
   (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
   (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
   (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
   (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
   (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer “No Charge” on an item in a group must indicate by placing a $0.00 in the offer field, and enter “No Charge” in the “Notes for Buyer” section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for

non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

    Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

    In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

    Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

    Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor 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 this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

    For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. **Notice:**

    Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last

specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions 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 of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. **Resolution of Protested Solicitations and Proposed Awards:**

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the

posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
$30,000 - $250,000	$500
$250,001 - $500,000	$1,000
$500,001 - $5 million	$3,000
Over $5 million	$5,000

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

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

(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all

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

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. **Cone of Silence Ordinance (Invitations for Bids):**

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the

solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. **Local Business Tax Receipt Requirements:**

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

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Supplier: **High Tech Engineering Incorporated**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **High Tech Engineering Inc.**

2. Doing Business As/Fictitious Name (if applicable): **High Tech Locating**

3. Federal Employer I.D. no. (FEIN): **650680742**

4. Dun and Bradstreet No.: **043655107**

5. Website address (if applicable): **www.htlocating.com**

6. Principal place of business address: **13284 SW 120th St, Miami, FL 33186**

7. Office location responsible for this project: **13284 SW 120th St, Miami, FL 33186**

8. Telephone no.: **305-412-0891**

   Fax no.: **305-412-0590**

9. Type of business (check appropriate box):

   - [x] Corporation (specify the state of incorporation): **Florida**
   - [ ] Sole Proprietor
   - [ ] Limited Liability Company (LLC)
   - [ ] Limited Partnership
   - [ ] General Partnership (State and County filled in)
   - [ ] Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

    Name: **Manuel Calvo**
    Title: **President**

E-mail: **mcalvo@htlocating.com**

Telephone No.: **305-412-0891**

Name: **Octavio Vidal**

Title: **Regional Manager**

E-mail: **ovidal@htlocating.com**

Telephone No.: **786-345-0986**

Generic e-mail address for purchase orders: **ovidal@htlocating.com**
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

a) **Manuel Calvo - President**
b) **Maribel Calvo - VP**
c) **Yanuvi Erbele - VP**
d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) **None**
b)
c)
d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☑ No

15. Specify the type of services or commodities your firm offers:

Underground Utility Locating Service

Underground Utility Damage Prevention

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **22 years**

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☑ Yes ☐ No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. ☐ Yes ☐ No N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☑ No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☑ Yes ☐ No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☑ No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☑ Yes ☐ No

24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☐ Yes ☑ No

25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

    Living Wage had an effect on the pricing ☐ Yes ☑ No
    If yes, Living Wage increased the pricing by % or decreased the pricing by %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

    Select One:

    ☑ Vendor certifies that this offer is made independently and free from collusion; or

    ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet. **Broward County WWS and Traffic and Engineering**

    Sarasota County office of Environmental Services

    Miami Dade County Public Works

    Orange County Utility Operations

28. Has your firm completely inspected the project site(s) prior to submitting response? ☑ Yes ☐ No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☑ No

30. What equipment does your firm own that is available for this contract? **GPR Mala**

GPR Noggin

Vaccum Excavator Pacific Tech

Ridgid Locators

Methrotech Locators

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Locating of underground communication and traffic signal cables**

Contract/Project Title: **Subsurface Facility and Utility Locating Services**

Agency: **Broward County Traffic and Enginnering**

Contact Name/Title: **Alex Vickers**

Contact Telephone: **954-847-2701**

Email: **AVICKERS@broward.org**

Contract/Project Dates (Month and Year): **2015/05 - Present**

Contract Amount: **$320,000.00**

Reference 2:

Scope of Work: **Locating of underground water and waste water pipes**

Contract/Project Title: **Subsurface Facility and Utility Locating Services**

Agency: **City of Boca Raton Water and Sewer**

Contact Name/Title: **Jimmy Georgievski**

Contact Telephone: **(561) 338-7317**

Email: **jgeorgievski@myboca.us**

Contract/Project Dates (Month and Year): **2015/05 - Present**

Contract Amount: **$108,000**

Reference 3:

Scope of Work: **Location street light and traffic signal cables**

Contract/Project Title: **Location of Underground Utilities**

Agency: **Miami Dade County Public Works**

Contact Name/Title: **Julio Navarro**

Contact Telephone: **(305) 776-0532**

Email: **Julio.Navarro@miamidade.gov**

Contract/Project Dates (Month and Year): **2016-01 - Present**

Contract Amount: **$480,000**

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Supplier: **High Tech Engineering Incorporated**

Litigation History Requirement

A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.

C. For purpose of this disclosure requirement, a “case” includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.

D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.

E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.

F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☑ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: High Tech Engineering Inc

Supplier: **High Tech Engineering Incorporated**

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over $100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

☑ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Manuel Calvo	**President**	**05/16/2018**
AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

Supplier: **High Tech Engineering Incorporated**

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establishing a continuing drug-free awareness program to inform its employees about:
  i. The dangers of drug abuse in the workplace;
  ii. The offeror's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  i. Taking appropriate personnel action against such employee, up to and including termination; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Manuel Calvo	**President**	**05/16/2018**
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

Supplier: **High Tech Engineering Incorporated**

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

☑ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Authorized Signature/Name: Manuel Calvo Date: 05/16/2018

Title: President

Vendor Name: High Tech Engineering, Inc

Supplier: **High Tech Engineering Incorporated**

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☐ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business Address:

☑ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

Manuel Calvo	President	High Tech Engineering Inc	05/16/2018
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**COMPANY**	**DATE**

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Supplier: **High Tech Engineering Incorporated**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal (s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form (s) in BidSync.

1. Subcontracted Firm's Name: **None**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Manuel Calvo	**President**	**High Tech Engineering Inc**	**05/16/2018**
Authorized Signature/Name	**Title**	**Vendor Name**	**Date**

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Supplier: **High Tech Engineering Incorporated**

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

   Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

   Vendor should indicate how product is being delivered:

   Vendor Name:

   Company Vehicle: Yes ☑ or No ☐

   If Common Carrier (indicate carrier):

   Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils except for wind and flood.

6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).

9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

6

Supplier: **High Tech Engineering Incorporated**

Security Requirements – Port Everglades

A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to https://www.tsa.gov/for-industry/twic.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Statewide Mutual Aid Agreement**

Date: **September 10, 2019**

Recommendation:

It is recommended that the Town Council approve the resolution approving the Statewide Mutual Aid Agreement for disaster response and recovery.

Background:

The Emergency Management Act, as amended, gives local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Through such agreements, they ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the act, the Department of Community Affairs, through the Division of Emergency Management has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources.
F.S. Chapter 252 authorizes entering into statewide agreements which facilitate the municipality's ability to respond to extreme emergencies and disasters.

Attachments:

Resolution - Statewide Mutual Aid Agreement
Agreement for Statewide Mutual Aid

RESOLUTION NO. 19-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE STATEWIDE MUTUAL AID AGREEMENT FOR DISASTER RESPONSE AND RECOVERY; PROVIDING FOR AUTHORITY OF TOWN OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

WHEREAS, in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster the Town of Miami Lakes ("Town") Council believes it is in the best interest of the Town to adopt the Statewide Mutual Aid Agreement which is attached hereto as Exhibit "**A**."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Adoption of the Statewide Mutual Aid Agreement.** The Town Council approves and adopts the State of Florida's Statewide Mutual Aid Agreement in substantially the same form as attached hereto as Exhibit "**A**."

Section 3. **Authority of Town Officials.** The Town Manager or his designee and the Town Attorney or his designee are authorized to take any and all action necessary to execute and carry out the provisions set forth in the State of Florida's Statewide Mutual Aid Agreement in substantially the same form as attached hererto as Exhibit "**A**."

Section 4. **Effective Date**. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Joshua Dieguez _____

Councilmember Luis Collazo _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CLERK OF THE CIRCUIT COURT

By:_____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF_____COUNTY,
STATE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

By:_____

Title:_____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERSITY, STATE OF FLORIDA

By:_____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SPECIAL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By:_____

Clerk

BOARD OF TRUSTEES OF

_____
AUTHORITY, STATE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By:_____

Council Clerk

TRIBAL COUNCIL OF THE
_____
TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____
COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By:_____By: _____

Title:_____Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Miami-Dade County

Mailing Address: 9300 NW 41st Street, Miami, FL 33178

Authorized Representative Contact Information

Primary Authorized Representative

Name: Frank Rollason

Title: Emergency Management Director

Address: 9300 NW 41st Street, Miami, FL 33178

Day Phone: (305) 468-5403 Night Phone: (786) 578-3802

Facsimile: (305) 468-5401 Email: frank.rollason@miamidade.gov

1st Alternate Authorized Representative

Name: Charles Cyrille

Title: Division Director

Address: 9300 NW 41st Street, Miami, FL 33178

Day Phone: (305) 468-5406 Night Phone: (305) 310-9101

Facsimile: (305) 468-5401 Email: cyrille@miamidade.gov

2nd Alternate Authorized Representative

Name: Nixsa Serrano

Title: Operations Bureau Manager

Address: 9300 NW 41st Street, Miami, FL 33178

Day Phone: (305) 468-5410 Night Phone: (786) 338-3348

Facsimile: (305) 468-5401 Email: nixsa.serrano@miamidade.gov

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ _____that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____on_____.

BY: _____

TITLE: _____

DATE: _____

Attachment 1

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I

TO BE COMPLETED BY THE REQUESTING PARTY

Date:		Time:	HRS (local)		Mission No:
Point of Contact:		Telephone No:		E-mail address:	
Requesting Party:		Assisting Party:			
Incident Requiring Assistance:					
Type of Assistance/Resources Needed (use Part IV for additional space)					
Date & Time Resources Needed:		Location (address):			
Approximated Date/Time Resources Released:					
Authorized Official's Name:		Signature:			
Title:		Agency:			

PART II

TO BE COMPLETED BY THE ASSISTING PARTY

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	$				
Travel: $	Personnel: $	Equipment & Materials: $	Contract Rental: $		
Logistics Required from Requesting Party Yes ☐ (Provide information on attached Part IV) No ☐					
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

PART III

TO BE COMPLETED BY THE REQUESTING PARTY

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

-

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTMBER 1, 2017.

FEMA Code ID		Equipment Description					
Cost Code	**Equipment**	**Specifications**	**Capacity or Size**	**HP**	**Notes**	**Unit**	**2017 Rate**
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$96.96
8040	Ambulance			to 150		hour	$28.00
8041	Ambulance			to 210		hour	$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	$34.28
8064	Hydraulic Post Driver					hour	$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	$36.97
8070	Automobile			to 130	Transporting people.	mile	**$0.535**
8071	Automobile			to 130	Transporting cargo.	hour	$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	**$0.535**
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$15.69
8075	Motorcycle, Police					mile	**$0.505**
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$31.95
8126	Swamp Buggy	Conquest		360		hour	$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	$28.25
8130	Boat, Row				Heavy duty.	hour	$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$20.77
8157	Sweeper, Pavement			to 110		hour	$76.70
8158	Sweeper, Pavement			to 230		hour	$96.80
8180	Bus			to 150		hour	$20.95
8181	Bus			to 210		hour	$25.45
8182	Bus			to 300		hour	$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$15.37
8184	Back-Pack Blower			to 4.4		hour	$1.50
8185	Walk-Behind Blower			13		hour	$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	$2.65
8190	Chain Saw	Bar Length	16 In			hour	$1.70
8191	Chain Saw	Bar Length	25 In			hour	$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	$1.25
8193	Skidder	model 748 E		to 173		hour	$52.70
8194	Skidder	model 648 G11		to 177		hour	$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$136.30

8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$187.75
8199	Log Trailer	40 ft				hour	$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$145.00
8220	Compactor			to 10		hour	$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	$26.00
8225	Compactor, Sanitation			to 300		hour	$92.75
8226	Compactor, Sanitation			to 400		hour	$152.30
8227	Compactor, Sanitation			535		hour	$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	$15.80
8240	Feeder, Grizzly			to 35		hour	$22.20
8241	Feeder, Grizzly			to 55		hour	$32.45
8242	Feeder, Grizzly			to 75		hour	$64.25
8250	Dozer, Crawler			to 75		hour	$51.30
8251	Dozer, Crawler			to 105		hour	$38.30
8252	Dozer, Crawler			to 160		hour	$93.74
8253	Dozer, Crawler			to 250		hour	$149.75
8254	Dozer, Crawler			to 360		hour	$201.10
8255	Dozer, Crawler			to 565		hour	$311.80
8256	Dozer, Crawler			to 850		hour	$294.10
8260	Dozer, Wheel			to 300		hour	$61.00
8261	Dozer, Wheel			to 400		hour	$94.10
8262	Dozer, Wheel			to 500		hour	$178.65
8263	Dozer, Wheel			to 625		hour	$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	99.9		hour	$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$495.80
8325	Generator	Prime Output	40KW	60		hour	$14.80
8326	Generator	Prime Output	20KW	40		hour	$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$1.70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$19.60
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs			hour	$1.10
8420	Breaker, Pavement			to 70		hour	$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	$209.65
8436	Pick-up, Asphalt			to 110		hour	$96.85
8437	Pick-up, Asphalt			to 150		hour	$135.00
8438	Pick-up, Asphalt			to 200		hour	$93.50
8439	Pick-up, Asphalt			to 275		hour	$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	$7.99
8473	Pump			to 15	Hoses not included.	hour	$10.30
8474	Pump			to 25	Hoses not included.	hour	$13.60
8475	Pump			to 40	Hoses not included.	hour	$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	$27.10

8477	Pump			to 95	Hoses not included.	hour	$32.00
8478	Pump			to 140	Hoses not included.	hour	$41.50
8479	Pump			to 200	Hoses not included.	hour	$49.90
8480	Pump			to 275	Does not include Hoses.	hour	$66.85
8481	Pump			to 350	Does not include Hoses.	hour	$82.00
8482	Pump			to 425	Does not include Hoses.	hour	$96.60
8483	Pump			to 500	Does not include Hoses.	hour	$114.00
8484	Pump			to 575	Does not include Hoses.	hour	$133.30
8485	Pump			to 650	Does not include Hoses.	hour	$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$25.10
8513	Saw, Rock			to 100		hour	$33.50
8514	Saw, Rock			to 200		hour	$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$33.35
8620	Tub Grinder			to 440		hour	$95.35
8621	Tub Grinder			to 630		hour	$143.65
8622	Tub Grinder			to 760		hour	$183.60
8623	Tub Grinder			to 1000		hour	$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$29.45
8646	Trailer, Dodge	32' flatbed water				hour	$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$82.35
8684	Truck, Fire	100 Ft Ladder				hour	$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	$142.75
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour	$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr			hour	$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr			hour	$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr			hour	$9.70
8711	Flat bed utility trailer	6 ton				hour	$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	$18.00
8745	Van, step	model MT10FD		300		hour	$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	$22.25
8750	Vehicle, Small			to 30		hour	$6.40
8753	Vehicle, Recreational			to 10		hour	$2.80
8755	Golf Cart	Capacity	2 person			hour	$3.75
8761	Vibrator, Concrete			to 4		hour	$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$50.00
8788	Container & roll off truck	30 yds				hour	$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	$34.50
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	$32.00
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr			hour	$40.60
8800	Truck, Pickup				When transporting people.	mile	$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		**hour**	$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$115.00
8824	Skidder	model Cat 525B		up to 160		hour	$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	$13.60
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$45.50
8851	Mobile Command Van	1990- Ford Econoline-Communication Van		230		hour	$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	$10.68
8871	Light Tower	2004 Allmand				hour	$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$621.00
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	$596.00
8913	Helicopter	Model Bell-206L4		726		hour	$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	$6.30

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Memorandum Of Understanding With Miami Dade County For Veterans Service Office**

Date: **September 10, 2019**

Recommendation:

It is recommended that the Town Council approve the attached Memorandum of Understanding (MOU) between Miami-Dade County (MDC) and the Town of Miami Lakes (TML), to strengthen services provided to Miami-Dade County Veterans who reside in the Town of Miami Lakes.

Background:

The Town is dedicated to proudly honoring our past, present, and future veterans. The Town wishes to enter into this agreement and provide a space at a Town owned facility for Miami-Dade County's Community Action and Human Services Department to provide direct services to Miami Lakes veterans who meet eligibility.

There is no fiscal impact to the Town associated with this agreement other than staff time.

Attachments:

Resolution
MOU for Veteran Service Officer

RESOLUTION NO. 19-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY; PROVIDING FOR AUTHORITY OF OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

WHEREAS, the Town of Miami Lakes (the "Town") has an active U.S. Veteran resident population ("Veteran"); and

WHEREAS, the Town desires to provide a greater level of service to its Veterans by partnering with Miami-Dade County's Community Action and Human Services Department ("CAHS"); and

WHEREAS, CAHS directly provides resources and referrals to Veterans through its Veterans Services Program ("VSO"); and

WHEREAS, a proposed Memorandum of Understanding ("MOU"), as attached hereto as Exhibit "**A**" will provide the Town with an assigned VSO Officer who will assist the Town Veterans, and assist the Town's efforts in providing support to Town Veterans; and

WHEREAS, the Town Council believes that this MOU is in the Town's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Adoption of the Memorandum of Understanding.** The Town Council approves and adopts the Memorandum of Understanding with Miami-Dade County in substantially the same form as attached hereto as Exhibit "**A**."

Section 3. **Authority of Town Officials.** The Town Manager or his designee and the Town Attorney or his designee are authorized to take any and all action necessary to execute and carry out the provisions set forth in the Memorandum of Understanding in substantially the same form as attached hererto as Exhibit "**A**."

Section 4. **Effective Date**. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Joshua Dieguez _____

Councilmember Luis Collazo _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY

THIS MEMORANDUM OF UNDERSTANDING is entered into between the **TOWN OF MIAMI LAKES** (hereinafter referred to as "the Town"), and **MIAMI-DADE COUNTY, FLORIDA,** (hereinafter referred to as "the County.").

ARTICLE I
PURPOSE

The Purpose of this MOU is to memorialize the relationship between the Town of Miami Lakes and Miami-Dade County's Community Action and Human Services Department ("CAHSD"), in order to strengthen services provided to Miami-Dade County Veterans who reside in the Town of Miami Lakes.

ARTICLE II
TERM OF THE MOU

2.1 The term of this MOU shall be one (1) year from the date of execution by the last party required to sign the MOU, unless terminated by either party pursuant to Article VII below.

2.2 This MOU may be renewed for a period that may not exceed two (2) years. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties.

ARTICLE III
RESPONSIBILITIES OF THE PARTIES

3.1 Town Responsibilities. The Town of Miami Lakes hereby agrees:

3.1.1 To establish and maintain a working relationship and a principal point of contact ("liaison") with the County, CAHSD.

3.1.2 To work cooperatively with the CAHSD, Veterans Services Program, to serve veterans who reside in or around the Town of Miami Lakes area by connecting veterans with all the services offered by the CAHSD.

3.1.3 To comply with all privacy, information sharing, and confidentiality policies that govern the operations of the CAHSD.

3.2 County Responsibilities. The County hereby agrees:

3.2.1 To assign a CAHSD, Veterans Services Program, Veterans Services Officer (VSO) to work directly with the Town to assist veterans who may be eligible for any of the services provided by CHASD.

3.2.2 To share statistical information, as legally permissible, with the Town including but not limited to, the number of referrals made by the VSO or

CAHSD, the number of veterans who received services from the Veteran's Services Administration, and the location where services were provided to the veterans referred by the Town.

3.2.3 To work cooperatively with the Town with regard to providing support for grant applications when possible.

ARTICLE IV
PROJECT MANAGEMENT AND NOTICE

4.1 The liaison for the Town of Miami Lakes is the Town of Miami Lakes Community Engagement & Outreach Director whose contact information is:

Ms. Clarisell De Cardenas, Director
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Phone: (305) 364-6100 Ext 1132
Email: decardenasc@miamilakes-fl.gov

4.2 The liaison for the County is the Chief of the Targeted Services Bureau whose contact information is:

Ivon Mesa
Chief Targeted Services Bureau
Miami-Dade County
2400 S. Dixie Hwy
Miami, FL 33133
Phone: (305) 285-5906
Email:Ivon.Mesa@miamidade.gov

4.3 The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the respective liaisons identified in sections 4.1 and 4.2 for attempted resolution or action. The liaison shall be responsible for the overall coordination and oversight relating to the performance of this MOU.

4.3.1 All notices, demands, or other communications to the Town of Miami Lakes under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Ms. Clarisell De Cardenas, Director
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Phone: (305) 364-6100 Ext 1132
Email: decardenasc@miamilakes-fl.gov

Copy to: Town Attorneys Office
6601 Main Street
Miami Lakes, FL 33014

4.4 All notices, demands, or other communications to the County under this MOU shall be in writing and deemed received if sent by certified mail to:

Miami-Dade County
Community Action and Human Services Department
Attn: Lucia Davis-Raiford, Director
701 N.W. 1st Court, 10th floor
Miami, Florida 33136

A copy of all notices must be provided to the liaisons. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

ARTICLE V
INDEMNIFICATION

5.1 The Town of Miami Lakes assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Town of Miami Lakes and its officers, employees, servants, and agents. The Town of Miami Lakes warrants and represents that it is self-insured for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Town of Miami Lakes' officers, employees, servants and agents while acting within the scope of their employment with the Town of Miami Lakes.

The Town of Miami Lakes shall indemnify, defend and hold harmless the Board of County Commissioners of Miami-Dade County, Florida ("Board"), the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Board, the County and its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the Town of Miami Lakes or its employees, agents, servants, partners, principals or subcontractors. The Town of Miami Lakes shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Town of Miami Lakes expressly understands and agrees that any insurance protection required by this MOU or otherwise provided by the Town of Miami Lakes shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Notwithstanding language in this MOU to the contrary, the Town of Miami Lakes' obligation to indemnify the County is specifically limited to the monetary caps and other limitations provided for in section 768.28, Florida Statutes.

5.2 The County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and its officers, employees, servants, and agents, subject to the limitations of section 768.28, Florida Statutes. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.

5.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this MOU and shall terminate upon the expiration of the applicable statute of limitation.

5.4 The Town of Miami Lakes and the County further agree that nothing contained herein shall be construed to be interpreted as: (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE VI
INSURANCE

6.1 The parties hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statues. The County shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes.

6.2 The Town of Miami Lakes, its employees, agents, and volunteers are insured by the State Risk Management Trust Fund, pursuant to section 284.31, Florida Statutes. The Town of Miami Lakes will not be required to purchase or maintain any additional insurance coverage under this MOU.

ARTICLE VII
TERMINATION/REMEDIES

7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other party shall have the right to terminate its participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails

to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) daytime period.

7.2 Any party may terminate this MOU at any time for convenience upon thirty (30) calendar days' prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

7.3 In the event a dispute arises which the Town of Miami Lakes and County cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial and selected by the parties. The cost of the mediation shall be borne equally by the parties. To the extent permitted by law, the mediation process shall be confidential.

7.4 Any party's failure to comply with all applicable federal, state, and local laws and regulations would be a material breach of this MOU and subjects it to immediate termination.

7.5 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

ARTICLE VIII
RECORDS RETENTION/OWNERSHIP

8.1 The Town of Miami Lakes and County shall allow public access to all documents, papers, letters, or other material made or received by the Town of Miami Lakes or County in connection with this MOU, subject to the provisions of Chapter 119, Florida Statutes, and Florida Rule of Judicial Administration 2.420. Public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. Failure to allow such public access shall result in the immediate termination of this MOU or any renewal. The County and Town of Miami Lakes shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, Rule IB-26.003 of the Florida Administrative Code, and Florida Rules of Judicial Administration 2.430 and 2.440.

8.2 Pursuant to section 119.0701 of the Florida Statutes, the Town of Miami Lakes shall:

a) Keep and maintain public records required by CAHSD to perform the service;
b) Upon request from CAHSD's custodian of public records, provide CAHSD 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 this chapter 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 MOU term and following completion of the MOU if the Town of Miami Lakes does not transfer the records to CAHSD; and

d) Meet all requirements for retaining public records and transfer to CAHSD, at no cost to CAHSD, all public records created, received, maintained and or directly related to the performance of this MOU that are in possession of the Town of Miami Lakes upon termination of this MOU. Upon termination of this MOU, the Town of Miami Lakes shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CAHSD, upon request from CAHSD's custodian of public records, in a format that is compatible with CAHSD's information technology systems.

8.3 For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of CAHSD's official business.

8.4 **IF THE TOWN OF MIAMI LAKES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWN OF MIAMI LAKES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Idalia Sturmer
701 N.W. 1st Court, 10th Floor
Miami, FL 33136
Phone: (786) 469-4611
Email: Idalia.Sturmer@miamidade.gov

8.5 **IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND THE FLORIDA RULES OF JUDICIAL ADMINISTRATION TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE OFFICE OF THE GENERAL COUNSEL:**

Ms. Clarisell De Cardenas, Director
Town of Miami Lakes
6601 Main Street

Miami Lakes, FL 33014
Phone: (305) 364-6100 Ext 1132
Email: decardenasc@miamilakes-fl.gov

8.6 In the event the Town of Miami Lakes does not comply with the public records disclosure requirement set forth in section 119.0701 of the Florida Statutes and this **Article VIII** of this MOU, CAHSD shall avail itself of the remedies set forth in **Article VII, Termination/Remedies** of this MOU.

8.7 Either the Town of Miami Lakes or County's failure to provide public records as required by law, within a reasonable time, may be subject to penalties under section 119.10, Florida Statutes.

ARTICLE IX
STANDARDS OF COMPLIANCE

9.1 The Town of Miami Lakes and the County, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

9.2 The Town of Miami Lakes and the County shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes and Florida Rule of Judicial Administration 2.420. Should the County assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the County.

9.3 All parties assure that no person shall be excluded on the grounds of race, color, religion, ancestry, national original, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, status as a victim of dating violence, status as a victim of stalking, gender identity, gender expression or sexual orientation, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

9.4 Background Screening

A. Background Screening: The Town of Miami Lakes and County mutually agree to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. Failure to comply with any applicable laws, regulation, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material

breach and termination of this MOU at the sole discretion of the County or the Town of Miami Lakes.

The Town of Miami Lakes and County agree to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985, and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Town of Miami Lakes will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e. the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Town of Miami Lakes agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Town of Miami Lakes shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435. Florida Statutes, as may be amended from time to time.

ARTICLE X
RELATIONSHIP BETWEEN THE PARTIES

10.1 The Town of Miami Lakes and the County are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the Town of Miami Lakes and the County, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

ARTICLE XI
GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak

of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character, which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

11.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless stated otherwise in writing.

11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect, to the extent permitted by law.

11.5 This MOU may be amended only with the written approval of the parties hereto.

11.6 Any litigation arising out of the performance of this Agreement shall take place in a judicial forum within Miami-Dade County, Florida. Further, this MOU shall be construed in accordance with the laws of the State of Florida and the ordinances of Miami-Dade County, Florida, as applicable.

11.7 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU.

TOWN OF MIAMI LAKES COMMUNITY OUTREACH AND ENGAGEMENT

Signed by: _____
Name: **Mr. Edward Pidermann**
Title: **Town Manager**

Date: _____

MIAMI-DADE COUNTY COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT

Signed by: _____
Name: **Lucia Davis-Raiford**
Title: **Director**

Date: _____

TOWN OF MIAMI LAKES

MIAMI-DADE COUNTY, BOARD OF COUNTY COMMISSIONERS

Signed by: _____		Signed by: _____
Title: Mayor Manny Cid		Mayor Carlos Gimenez
Date: _____		Date: _____
Reviewed as to Legal Form and Sufficiency		Reviewed as to Legal Form and Sufficiency
_____,Town Attorney		_____Assistant County Attorney
ATTEST:		
Harvey Ruvin, Clerk:		

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Town Manager, Edward Pidermann**

Subject: **Solar Energy Systems**

Date: **September 10, 2019**

Recommendations:

Staff recommends approval of the ordinance creating Section 13-1702 as it relates to solar energy systems within the Town.

Background:

On July 17, 2018, Town Council directed the Town Manager to explore the possibility of an ordinance to provide for regulations that address solar energy systems and could potentially result in a Solsmart designation for the Town. SolSmart is a national designation program created to recognize communities that have taken key steps to address local barriers to solar energy and foster the growth of mature local solar markets. Solsmart is funded by the U.S. Department of Energy's Solar Energy Technologies Office (SETO). It provides no-cost technical assistance from a team of national experts to evaluate local government programs and practices that impact solar markets and to find opportunities for improvement. It also seeks to increase installed solar capacity by reducing the "soft costs" of solar such as permitting, financing, and installation, thus making it easier for local residents and businesses to acquire solar.

Solsmart provides a three-tiered designation system based the number of points accumulated through improvements to the code and permitting procedures:

- Bronze designation requires that a community meet the overall program requirements, earn 20 points each in the permitting, planning, zoning, and development regulation categories, and achieve an additional 20 points across all remaining categories.
- Silver designation requires that a community must first achieve the requirements for SolSmart Bronze, then meet additional requirements in planning, zoning and development regulations and inspection procedures, and earn 100 points total across all categories.

- Gold designation requires that a community must first achieve the requirements for SolSmart Silver, then meet one additional requirement in permitting and achieve 200 points total across all categories.

On March 19, 2019 at a duly advertised workshop, the Town Council directed staff to take the steps necessary to achieve Gold Designation.

On July 24, 2019 the Planning and Zoning Board, acting in its capacity as the Local Planning Agency voted to recommend approval of the ordinance, with the recommendation to remove pole mounted systems from the list of solar energy devices that are allowed as of right, or consider further limiting their height.

On August 20, 2019, Staff was contacted by Solmart staff with the announcement that the Town had accumulated 155 points, enough to obtain Bronze designation, as well as a Special Recognition Award for earning over 60% of the available points in the Inspection criteria category.On July 24, 2019 The Planning Board heard the ordinance in its current form and recommended approval.

Attachments:

Ordinance
Staff report
Attachment 1 Presentation
Attachment 2 Solsmart review
Attachment 3 Prerequisite Summary
Attachment 4 Credit Summary

ORDINANCE NO. 19-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO SOLAR ENERGY SYSTEMS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE V, "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AND AT ARTICLE VII, "ENVIRONMENTAL REGULATIONS" PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its strategic plan "Imagine Miami Lakes 2025" the Town of Miami Lakes has expressed a desire to embrace new technologies that promote energy efficient and sustainable practices; and

WHEREAS, the SolSmart program is a national program for solar energy that is funded by the U.S. Department of Energy, SunShot Initiative, which recognizes communities that have taken steps to address local barriers to solar energy by awarding them with a Solsmart designation; and

WHEREAS, the Solsmart designation has the effect of Nationally promoting the Town's name brand; and

WHEREAS, on March 19, 2019, at a publicly advertised workshop, Town Staff presented different Solsmart designation options to the Town Council, upon which the Council considered and expressed its desire to obtain Gold designation; and

WHEREAS, as of August 20, 2019 the Town of Miami Lakes has been determined to be eligible for Bronze designation by the Solsmart Team, including a Special Recognition Award for obtaining over 60 percent of the points available in the inspection section.

WHEREAS, the amendment at Exhibit "A" is reflective of the Town Council's desire as expressed at the March 19, 2019, workshop; and

WHEREAS, the Administrative Official reviewed the proposed amendment to the LDRs and recommends approval, as set forth in the Staff Analysis and Recommendation dated July 24, 2019 and incorporated into this Ordinance by reference; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on July 24, 2019, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, in accordance with state law and in specific compliance with Section 163.3174 of Florida Statutes reviewed the proposed amendment and recommended the passage of this Ordinance to the Miami Lakes Town Council; and

WHEREAS, on _____, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council moved the proposed amendment on first reading for consideration of adoption; and

WHEREAS, The Town Council finds that the proposed amendment to is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the LDRs found in Subsection 13-306(b) of the Town Code; and

WHEREAS, on _____, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Findings. The Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found at Subsection 13-306(b) of the Town Code as provided for in the Staff Recommendation and Analysis Report.

Section 3. Approval. The Town Council hereby adopts the amendment as provided at Exhibit "A"

Section 4. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

Section 7. Effective date. This Ordinance shall become effective immediately upon adoption.

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of _____, 2019.

[THIS SPACE INTENTIALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2019.

_____

Manny Cid
Mayor

Attest:

_____

Gina M. Inguanzo
Town Clerk

Approved as to form and legal sufficiency:

_____

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
Town Attorney

EXHIBIT A

Chapter 13 - LAND DEVELOPMENT CODE

* * *

ARTICLE VII. – ALTERNATIVE ENERGY SYSTEMS AND ENVIRONMENTAL REGULATIONS

* * *

Sec. 13-1702. – Solar energy systems

(a) *Definitions:* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory Use Solar energy system means a solar energy system with the legally permitted use of providing for the collection, storage, and distribution of solar energy for the use or benefit of the primary use onsite. The solar energy system should be sized such that the energy produced is reasonably equivalent to the onsite use or less; any selling of excess energy is incidental and in accordance with state law and utility net metering policy.

Ground-mounted Solar energy system means a solar energy system where the solar collectors are arranged on one or more racking systems structurally anchored to the ground by foundations or mounted on ballasted footings where appropriate.

Pole-mounted Solar energy system means a solar energy system where the solar collectors are arranged on a racking system elevated from and structurally attached to the ground by a pole anchored directly into the ground.

Primary Use Solar energy system means a solar energy system with the legally permitted use of providing for the collection, storage, and distribution of solar energy for space heating or cooling, electricity generation, or water heating for use primarily offsite.

Solar collector means a component of a solar energy system with the primary purpose of transforming solar radiant energy into thermal, mechanical, chemical, or electrical energy.

(b) Solar energy systems, accessory use.

(1) Accessory use solar energy systems are permitted by right in all zoning districts and shall comply with the conditions established in this section, all applicable development standards for each zoning district, and permitting requirements.

(2) Prior to issuing permits, the administrative official may request that the property owner provide written certification that the energy produced by the *solar* energy system is

reasonably equivalent to the electrical usage of the property and any selling of excess energy is incidental. This provision shall not have the effect of prohibiting the installation of *solar* energy systems on properties without historical usage data, in accordance with F.S. § 163.04.

(3) Rooftop systems.

a. Sloped roofs—Height. On sloped roofs, the highest point of the *solar* collectors shall not exceed the highest rooftop peak and must be installed parallel to the roof surfaces to which they are attached provided such location does not impair the effective operation of the *solar* collectors. *Solar* collectors may be mounted up to one foot above roof surfaces to which they are attached.

b. Flat roofs—Height. On flat roofs, the highest point of the system shall be permitted to exceed the district's height limit by a maximum of six feet above the rooftop to which it is attached.

(4) Ground-mounted systems.

a. *Ground-mounted solar energy systems* shall not exceed the lesser of 25 feet or the height of the primary structure.

b. *Ground-mounted solar energy systems* shall not be located closer than six feet from the primary structure, unless the system is architecturally integrated into the primary structure or form part of another accessory structure, including, but not limited to, gazebos, awnings, carports, shade structures, or other such structures as determined by the planning and zoning administrator.

c. *Screening and fencing*. Systems over six feet shall be required to be either screened with an opaque fence, or preferably, integrated into the main structure or an accessory structure such as a gazebo, carport or shade structure. Systems under six feet shall be screened with landscape, opaque fence or combination. The planning and zoning administrator may recommend additional or alternative specific types of fencing, screening, and/or walls appropriate to the site and surrounding land uses.

d. Ground-mounted systems may be sited in either side, corner, or rear yard areas following applicable setbacks for accessory structures. Ground-mounted systems may be sited in front yards only if the system is architecturally integrated into the primary structure, including, but not limited to, awnings, carports, shade structures, or other such structures as determined by the planning and zoning administrator.

(5) Pole-mounted systems shall be permitted by-right in each zoning district, subject to all of the requirements for ground-mounted *solar* energy systems except provisions pertaining to screening and fencing.

(c) Primary use solar energy systems are permitted only in Industrial (IU-C), Governmental Facilities (GF) or Interim Districts (GU).

(d) Decommissioning. The administrative official may request proof of operation from the property owner, due within 14 days of the request. Any system which becomes inoperable shall at the owner's expense be made operational or shall be removed from the property within 90 days of the date the system became inoperable.

Planning Office
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: **Honorable Mayor and Council Members**

From: **Edward Pidermann, Town Manager**

Subject: **Solar Energy Systems**

Date: **September 10, 2019**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO SOLAR ENERGY SYSTEMS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE V, "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AND AT ARTICLE VII, "ENVIRONMENTAL REGULATIONS" PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

A. BACKGROUND

On July 17, 2018, Town Council directed the Town Manager to explore the possibility of an ordinance to provide for regulations that address solar energy systems and could potentially result in a Solsmart designation for the Town. SolSmart is a national designation program created to recognize communities that have taken key steps to address local barriers to solar energy and foster the growth of mature local solar markets. Solsmart is funded by the U.S. Department of Energy's Solar Energy Technologies Office (SETO). It provides no-cost technical assistance from a team of national experts to evaluate local government programs and practices that impact solar markets and to find opportunities for improvement. It also seeks to increase installed solar capacity by reducing the "soft costs" of solar such as permitting, financing, and installation, thus making it easier for local residents and businesses to acquire solar.

Solsmart provides a three-tiered designation system based the number of points accumulated through improvements to the code and permitting procedures:

- *Bronze designation* requires that a community meet the overall program requirements, earn 20 points each in the permitting, planning, zoning, and development regulation categories, and achieve an additional 20 points across all remaining categories.
- *Silver designation* requires that a community must first achieve the requirements for SolSmart Bronze, then meet additional requirements in planning, zoning and development regulations and inspection procedures, and earn 100 points total across all categories.
- *Gold designation* requires that a community must first achieve the requirements for SolSmart Silver, then meet one additional requirement in permitting and achieve 200 points total across all categories.

On March 19, 2019 at a duly advertised workshop, the Town Council directed staff to take the steps necessary to achieve Gold Designation.

On July 24, 2019 the Planning and Zoning Board, acting in its capacity as the Local Planning Agency voted to recommend approval of the ordinance, with the recommendation to remove pole mounted systems from the list of solar energy devices that are allowed as of right, or consider further limiting their height.

On August 20, 2019, Staff was contacted by Solmart staff with the announcement that the Town had accumulated 155 points, enough to obtain Bronze designation, as well as a Special Recognition Award for earning over 60% of the available points in the Inspection criteria category.

B. PROPOSED CHANGES

The following described elements are presented in the same order that they appear in the proposed ordinance.

13-1702(a) – Definitions. This section provides the necessary definitions of terms applicable to the regulation of soar energy systems.

13-1702(b) – Solar Energy Systems, Accessory use. This section provides regulations for solar energy systems whose purpose is to collect solar energy to be used on site.

13-1702(c) – Primary use solar energy systems. Stipulates that only industrial districts, governmental facilities and Interim Use districts allow for stand alone solar energy systems, not associated or incidental to another permitted use.

13-1702(d) – Decommissioning. Provides for the removal of any inoperable system.

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance creating Section 13-1702 as it relates to solar energy systems within the Town.

E. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. The ordinance provides for regulations to properly allow solar energy systems in various capacities. As proposed, and presented in Section "A", and "B", above, the amendment conforms to the following policies of CDMP below.

Policy 1.2.11: Encourage the use of energy-saving materials and techniques in the construction of public and private buildings in the Town.

Policy 1.5.5: Retain and strengthen regulations protecting, air quality and water quality for traditional and new alternative sources by implementing the standards for these resources established by applicable local, regional, state and federal environmental agencies.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. The amendment provides for standards for installation of solar energy systems. In its current form the LDC lacks any definitions or mention of such systems. The proposed is in conformance with all other requirements of the LDC.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis See Sections "A", Background; and "B", Proposed Changes, of this report. Solar energy systems are becoming more and more efficient and affordable, and thus demand for installations is increasing. It is necessary for the LDC to address and regulate the installation of these systems.

Finding: Complies.

4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or

neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. solar systems are allowed only as accessory uses in most districts, where most incompatibilities could result. Solar energy systems as a primary use are only proposed to be allowed in districts that would allow other similar uses that generate energy.

Finding: Complies.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. The proposed ordinance does not impact the above systems.

Finding: Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. The intent of the ordinance is to allow for and regulate the installation of Solar energy systems which would decrease reliance on other more polluting forms of energy. In so doing, the ordinance will have a net positive affect on the Town's natural environment.

Finding: Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. Solar energy systems add value to the properties that install them and as such, the proposed ordinance is in the interest of the general welfare of the Town and its residents.

Finding: Complies.

8. **Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

Analysis: See Sections "A", Background; and "B", Proposed Changes; and Criteria 1, 2, and 4, of this report.

Finding: Complies.

9. **Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

Analysis: See Sections "A", Background; and "B", Proposed Changes; and Criteria 1, 2, 4, 6, and 7 of this report.

Finding: Complies.

10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

Analysis: See all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.

SOLSMART

NATIONALLY DISTINGUISHED. **LOCALLY POWERED.**

MIAMI LAKES
Growing Beautifully

SolSmart Program

- SolSmart is a **national designation program** created to **recognize communities** that have taken key steps to address local **barriers to solar energy** and foster the **growth of mature local solar markets**.

MIAMI LAKES
Growing Beautifully

- Solsmart is **funded by the U.S. Department of Energy's Solar Energy Technologies Office (SETO).**
- It provides **no-cost technical assistance** from a team of national experts to evaluate local government programs and practices that impact solar markets **and to find opportunities for improvement.**
- It seeks to **increase installed solar capacity** by **reducing the "soft costs" of solar such as permitting, financing, and installation, thus** making it easier for local residents and businesses to acquire solar **.**

Solsmart BRONZE Designation

A community must meet the overall program requirements, earn 20 points each in the permitting, planning, zoning, and development regulation categories, and achieve an additional 20 points across all remaining categories.

Solsmart SILVER Designation

A community must first achieve the requirements for SolSmart Bronze, then meet additional requirements in planning, zoning and development regulations and inspection procedures, and earn 100 points total across all categories.

Solsmart GOLD Designation

A community must first achieve the requirements for SolSmart Silver, then meet one additional requirement in permitting and achieve 200 points total across all categories

- Cities that achieve any designation level will receive national recognition through the SolSmart website, media campaign mentions, and other means

Local SolSmart Communities

GOLD:

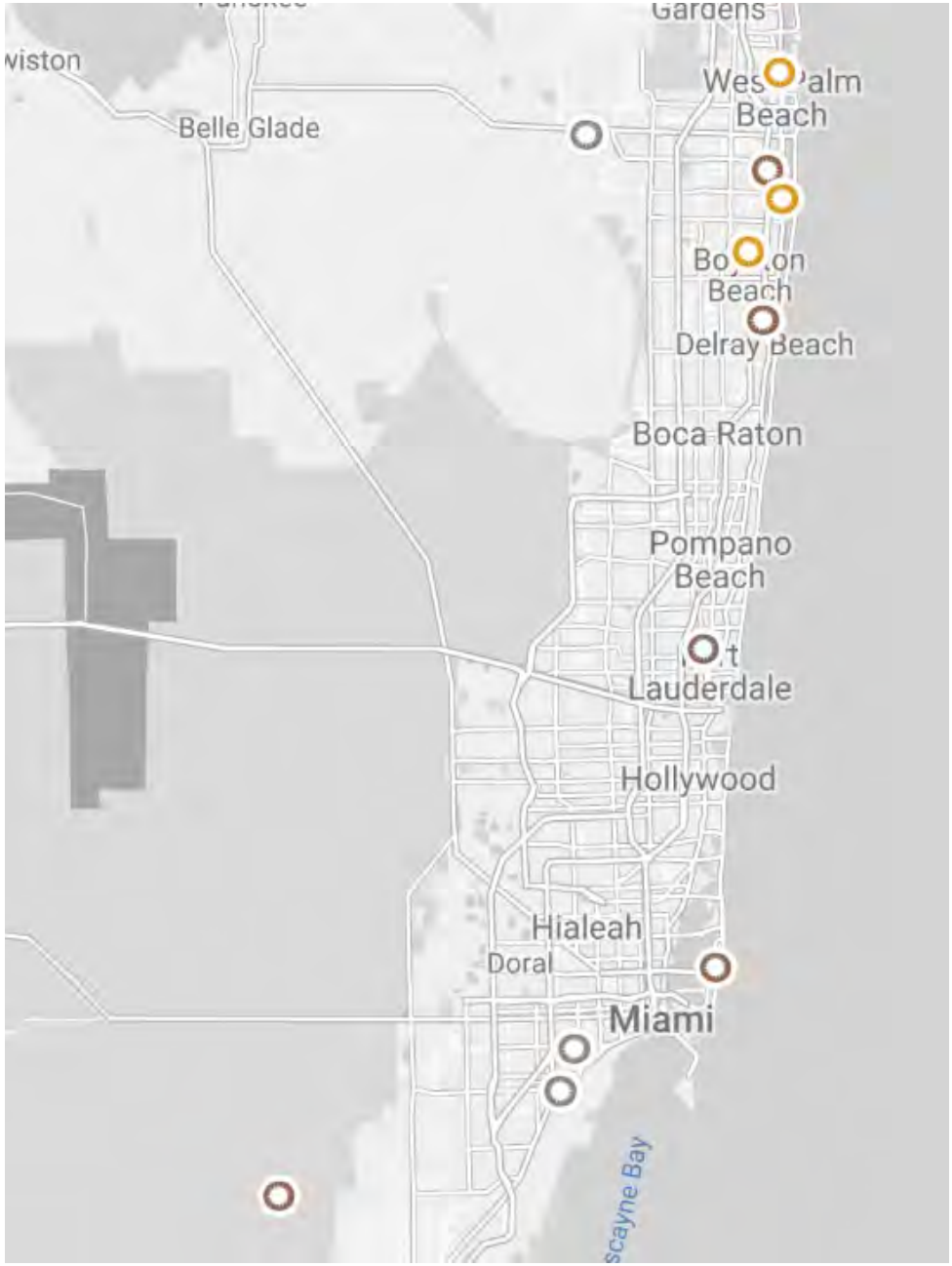
- West Palm Beach
- Lantana
- Boynton Beach

SILVER:

- Palm Beach County
- Pinecrest
- South Miami

BRONZE

- Miami-Dade County
- Broward County
- Miami Beach
- Delray Beach
- Lakeworth



Where We Are

- In the process of achieving Bronze
  - Fundamental Categories
    - 60 points for Permitting
    - 10 points for Planning and Zoning
  - Special Focus Categories
    - 60 points for Inspection
    - 20 points for Construction
    - 25 points for Community Engagement
    - 15 points for Market Development and Finance

MIAMI LAKES
Growing Beautifully

Beyond Bronze Designation

- Either Silver or Gold designation would require changes to the Zoning regulations including:
  - Adding definitions of Solar Energy systems, including rooftop, large medium and small scale systems Solar photovoltaic and solar hot water,
  - Adding solar as an accessory use in all districts,
  - Allowing solar equipment to be visible from the street,
  - Providing and allowance or exempting solar equipment from maximum height requirements,
  - Allowing areas covered by ground mounted systems to count as impervious area in lot coverage calculations,
  - Allowing ground mounted solar systems to meet setback requirement of other accessory structures,
  - Adding language to treat solar installations as mechanical equipment,

"Capture a Miami Lakes Moment" Photo Contest - 2nd Place - Daniel Rodriguez

ZONING REVIEW –Miami Lakes, FL

PZD-1a: Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. (Required)

To assist your community, the national solar experts at SolSmart have conducted a review of your community's zoning code to assess possible barriers (i.e. height restrictions, set-back requirements, etc.) and gaps related to solar PV development. Below, please find the outcome of their review. By reading the narrative, reviewing the example code language provided, and signing the statement at the bottom of the page, your community will satisfy PZD-1a and be one step closer to achieving SolSmart designation.

Key Findings

Sec. 13-311(6) Design and Architectural Standards:

All buildings and associated landscaping should, to the greatest extent possible, be oriented and placed to minimize direct daily sunlight on walls and windows during the May—October period, and maximize solar exposure of the roof area year-round.

Sec. 13-1504 (3)

Central air conditioning or mechanical equipment located on the roof shall also be substantially screened from view at eye level (five feet six inches above grade) from adjoining properties. Roof-mounted solar powered water heaters, if possible, shall be installed so that they are not visible at eye level (five feet six inches above grade) from the front or side streets.

Sec. 13-869. - Accessory buildings and accessory structures.

"The maximum height of accessory buildings and accessory structures shall be one story, but in no case shall exceed 20 feet".

Sec. 13-871. - Lot coverage and maximum impervious area.

The maximum lot coverage of all buildings shall be 70 percent. The maximum impervious area on a site shall be 85 percent.

Sec. 13-869. - Accessory buildings and accessory structures.

Accessory buildings and accessory structures shall not be permitted in the front or street side setbacks, and shall be at least five feet from rear and interior side property lines.

Potential barriers in current code language

Section(s)	Element	Reviewer Comments	Example(s) from other codes	Priority level
	Ex. Setbacks, Height Restrictions, Definition, etc.			

Potential gaps in current code language

Element	Reviewer Comments	Example(s) from other codes	Priority level
Definition	The zoning code provides no definition for solar energy systems except solar water heater is mentioned under mechanical equipment. Some municipalities define different types of solar energy, so they can be treated differently, and so that requirements and applicability are clear. These include: ● Rooftop solar and ground mounted solar ● Large, medium and small-scale systems ● Solar photovoltaic and solar hot water	**More permissive option:** "Solar Energy System: An energy system that consists of one or more solar collection devices, solar energy related 'balance of system' equipment, and other associated infrastructure with the primary intention of generating electricity, storing electricity, or otherwise converting solar energy to a different form of energy. Solar energy systems may generate energy in excess of the energy requirements of a property if it is to be sold back to a public utility in accordance with the law." Renewable Energy Ordinance Framework DVRPC) (Section 2, p.9) **Less permissive option:** "Solar Energy System: An energy system which converts solar energy to usable thermal, mechanical, chemical, or electrical energy to meet all or a significant part of a structure's energy requirements." (Renewable Energy Ordinance Framework, DVRPC) (Section 2, p.9)	**High** (The definition forms the basis of understanding the solar ordinance.)
Accessory Use and Structures	Solar energy systems are not listed as a by right accessory use all in all districts in the list of general provisions applicable to all zones	**Option A:** Use tables listing different solar energy types as an accessory use in a major zoning districts with respective regulations.	**High (**Including solar energy systems in the list of permitted accessory uses and

		Model Zoning for the Regulation of Solar Energy Systems (p. 6, 7) **Refer to Appendix A below** **Option B:** "Solar Energy Systems as described in this Article are permitted in all zoning districts as an accessory use to a permitted principal use subject to the standards for accessory uses in the applicable zoning district and the specific criteria set forth in this article." (Renewable Energy Ordinance Framework, **DVRPC**) (Section 3, p. 10)	structures in all major districts may reduce system costs, expedite installations, and increase development locally.)
Height	Consider providing an allowance for or exempting solar energy systems from maximum building height in all districts.	**Most permissive option:** "For a roof-mounted system installed on a flat roof, the highest point of the system shall be permitted to exceed the district's height limit of up to fifteen (10) feet above the rooftop to which it is attached." (Renewable Energy Ordinance Framework, DVRPC) **Less permissive option:** Municipalities can be more restrictive than this, though it is not recommended that they limit to less than six (6) feet above the rooftop surface." (Renewable Energy Ordinance Framework, DVRPC)	**High** (Where there is not an allowance or exemption, and where buildings are constructed to a zoning district's max height, those buildings may be prevented from retrofitting solar.
Lot Coverage	The code does not have any allowances for ground mounted solar systems to be counted towards the pervious requirement. Sec. 13-871. - Lot coverage and maximum impervious area. The maximum impervious area on a site shall be 85 percent.	**Most permissive option:** "For purposes of determining compliance with building coverage standards of the applicable zoning district, the total horizontal projection area of all ground-mounted and freestanding solar collectors, including solar photovoltaic cells, panels, arrays, inverters, shall be considered pervious coverage so long as pervious conditions are maintained underneath the solar photovoltaic cells, panels, and arrays" (Renewable Energy Ordinance Framework, DVRPC) (Section 4, p.14)	**Medium** (Counting solar energy systems against lot coverage could limit the implementation of freestanding solar energy systems, especially if the lot in question is near the maximum lot coverage allowed under the code.)

		Less permissive option: "For purposes of determining compliance with building coverage standards of the applicable zoning district, the total horizontal projection area of all ground-mounted and freestanding solar collectors, including solar photovoltaic cells, panels, arrays, inverters and solar hot air or water collector devices, shall be considered ___% impervious coverage. For example, if the total horizontal projection of a solar energy system is 100 square feet, XX square feet shall count towards the impervious coverage standard. For a tracking array or other moveable system, the horizontal Medium (Counting solar energy systems against lot coverage could limit the implementation of freestanding solar energy systems, especially if the lot in question is near the maximum lot coverage allowed under the code.) projection area shall be calculated at a 33-degree tilt angle" (Renewable Energy Ordinance Framework, DVRPC) (Section 4, p.14	
Setbacks	Miami Lakes may want to include dimensional requirements for ground mounted systems such as setbacks from the property line. Sec. 13-869. -Accessory buildings and accessory structures. Accessory buildings and accessory structures shall not be permitted in the front or street side setbacks, and shall be at least five feet from rear and interior side property lines.	**More permissive:** "The location of the Ground-Mounted System shall meet all applicable accessory-use setback requirements of the district in which it is located." (Renewable Energy Ordinance Framework, DVRPC) (Section 4, p.13) **Less permissive option:** "All Ground-Mounted Systems shall be set back a distance of X feet from any property line in a residential zoning district or in conformance with the area and bulk standards for accessory	**Low** (Municipalities that treat ground-mounted systems as accessory use structures (this is how they may be permitted) can use accessory use regulations for setback (and also height) of ground-mounted systems.)

		structures in commercial districts as provided herein." (Renewable Energy Ordinance Framework, DVRPC) (Section 4, p.13)	
Appendix A	Example 1 (Use Tables):		

	Residential-1 (R1)	Residential-2 (R2)	Residential-3 (R3)	Commercial (C)	Industrial (I)	Public (P)
PRINCIPAL USE						
Medium-Scale Ground-Mounted Solar Energy System	SPR	SPR	SPR	Y	Y	Y
Large-Scale Ground-Mounted Solar Energy System	SP	N	SPR	SPR	SPR	SPR

Y = Allowed N = Prohibited
SP = Special Permit SPR = Site Plan Review

	Residential-1 (R1)	Residential-2 (R2)	Residential-3 (R3)	Commercial (C)	Industrial (I)	Public (P)
ACESSORY USE						
Roof-Mounted Solar Energy System	Y	Y	Y	Y	Y	Y
Small-Scale Ground-Mounted Solar Energy System	Y	Y	Y	Y	Y	Y
Medium-Scale Ground-Mounted Solar Energy System	SPR	SPR	SPR	Y	Y	Y

Y = Allowed N = Prohibited
SP = Special Permit SPR = Site Plan Review

Resources

- Model Zoning for the Regulation of Solar Energy Systems, Massachusetts Dept. of Energy Resources, 2014.
- Renewable Energy Ordinance Framework, DVRPC, 2016
- https://www.dvrpc.org/EnergyClimate/ModelOrdinance/Solar/pdf/2016_DVRPC_Solar_REOF_Reformatted_Final.pdf
- Solar Friendly Zoning Toolbox, Solar Simplified: http://solarsimplified.org/permitting/solar-zoning-toolbox/solarzoningordinance

I [Name], as [Title] of [Community], [State], have received the zoning review and read its findings.

Signature _____ Date _____

SOLSMART APPLICATION PREREQUISITE SUMMARY

Miami Lakes

Bronze Requirements	Validation Status
PR-1: Solar Statement	Done
P-1: Solar Permitting Checklist	Done
PZD-1a: Zoning Review Memo	Done
20 points in Permitting	Done (25 points achieved)
20 points in Planning Zoning and Development Review	Done (20 points achieved)
20 points in Special Focus Categories	Done (110 points achieved)

Silver Requirements	Validation Status
Bronze Designation requirements	Done
PZD-2a **or** PZD-2b: Credits related to solar by right	Incomplete
I-1: Provide cross-training of inspection and permitting staff on solar PV	Done
100 points	Done (155 points achieved)

Gold Requirements	Validation Status
Silver Designation requirements	Incomplete
PZD-2b: Codify in the zoning ordinance that accessory use solar PV is explicitly allowed by-right in all major zones	Incomplete
P-2: Provide a streamlined permitting pathway for small PV systems (no more than 3 days)	Incomplete
200 points	Incomplete (155 points achieved)

% of total points available achieved in each category	Regular points	Innovation points	Total points	% of total available
Permitting	25	-	25	19%
Planning /Zoning	20	-	20	13%
Inspection	50	-	50	63%
Construction	-	-	-	0%
Solar Rights	10	-	10	20%
Utility Engagement	-	-	-	0%
Community Engagement	35	-	35	16%
Market Development & Finance	15	-	15	8%

SolSmart Credit Validation Report

Miami Lakes

Credit #	Credit Description	Already awarded	Points Newly Claimed	Points Newly Validated	Comments
PR-1	PR-1: Post a public statement of solar goals in the form of a SolSmart commitment letter.		Yes	y	**Solar statement is provided with publicized solar goals.**
P-1	P-1: Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for small rooftop solar PV. **(0 points)**		Yes	y	The community has checklist of required permits and submittals for rooftop solar PVs.
P-4	P-4: Require no more than one permit application form for a small rooftop solar PV. **(5 points)**		5	5	The community only requires 1 permit application form for small solar PV.
P-8	P-8: Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past five years. **(10 points)**		10	10	On Feb 28, 2019, the community attended Bill Brook presentation to train permitting staff on best practices for solar permitting.
P-12b	P-12b: Share site specific solar PV and/or solar and storage system permit data, including addresses, with other local government departments (Not including first responders and their departments). **(10-points)**		10	10	The community uses Trakit Permitting software to process, review, perform ionspections and track permits. The data can be accessed by inter-departments.
PZD-1a	PZD-1a: Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. **(0 points)**		Yes	y	A zoning review was coducted and presented at the 5/22/2019 Planning and Zoning meeting.
PZD-1b	PZD-1b: Formally present PZD-1a memo findings to planning commission, or relevant zoning body. **(5 points)**		5	5	A zoning review was coducted and presented at the 5/22/2019 Planning and Zoning meeting.
PZD-1c	PZD-1c: Draft proposed language for changes to zoning code based on PZD-1a memo. Involve planners and/or local zoning experts in the creation of the draft language. **(5 points)**		5	5	The community drafted proposed langugage based on zoning reivew to change zoning code.
PZD-9	PZD-9: Train planning staff on best practices in planning and zoning for solar PV. (must have occurred within the past five years). **(10 points)**		10	10	The community staff person attended a webinar on Best Practices in Solar Planning and Zoning on 1/24/19.
I-1	I-1: Train inspection staff on best practices for permitting and inspecting solar PV and/or solar and storage systems. Training must have occurred within the past five years. (Required for Silver and Gold). **(20-points)**		20	20	The inspection staff received inpsection on best practices on best permitting and inspection for solar PV through Bill Brooks.
I-5	I-5:Complete solar PV inspections within 5 business days after inspection request. **(10 points)**		10	10	The community performs inspection 24 hrs after a reqest through the Trakit system.
I-6	I-6: Provide an online process for solar PV inspection scheduling. **(20 points)**		20	20	The community performs inspection 24 hrs after a reqest through the online Trakit system.
SR-1	SR-1: Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy. **(5 points)**		5	5	The solar landing page has an online summary of state policies related to solar access and rights.
SR-2	SR-2: Post consumer protection resources on solar PV online. **(5 points)**		5	5	The solar landing page has consumer protection resources.
CE-2	CE-2: Post a solar landing page on local government's website with information on the community's solar goals and local resources for solar development. **(10 points)**		10	10	Yes, the community has a solar landing page.
CE-4a	CE-4a: Support or host a community-wide group purchase program (e.g., Solarize). Program must have occurred within the last 5 years. **(20 points)**		20	20	The Town of Miami Lakes participates in the Northern Miami-Dade Solar Co-op and FL SUN (group purchase programs)
CE-5a	CE-5a: Host a solar workshop open to the general public and/or local government staff explaining solar PV opportunities and policies. Workshop must have occurred within the last 5 years. **(5 points)**		5	5	The community hosted a solar workship explaing PV and policies on 11/2/2017.
MDF-3	MDF-3: Provide information to consumers about residential and commercial solar PV financing options. **(5 points)**		5	5	PACE financing is available and with info posted on the solar landing page.
MDF-6a	MDF-6: Provide PACE financing in your community. **(10 points)**		10	10	Yes, PACE financing is available in this community.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **FPL Franchise Fee Infrastructure Account -Ordinance 2nd Reading**

Date: **September 10, 2019**

Recommendation:

During the month of July and August several sunshine meetings were held to discuss the Town's Budget, renewal of the FPL Franchise Fee Agreement, and the fiscal impact FPL Franchise Agreement's absence would have on the Town's overall budget. During these meetings, Councilmembers discussed their concerns regarding the use of Franchise Fees and their desire that a portion FPL Franchise Fees be used principally for infrastructure projects. A possible solution was offered by Councilmember Joshua Dieguez which included an Ordinance that would codify the use of a portion of FPL Franchise Fee Dollars. Accordingly, staff has put together the enclosed ordinance that memorializes Councilman Dieguez' concept.

Attachments:

Ordinance 2nd Reading, FPL Franchise Fee Infrastructure Account

ORDINANCE NO. 19-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, CREATING REGULATIONS FOR THE USE OF FPL FRANCHISE FEES; PROVIDING FOR THE CREATION OF A BUDGET LINE ITEM; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Dieguez)

WHEREAS, the on August 28, 2019, the Town of Miami Lakes ("the Town") Council passed an Ordinance in Second Reading providing for an FPL Franchise Fee ("Franchise Fee"); and

WHEREAS, during the 2019 Budget Sunshine Workshops, the Town Council discussed concerns regarding specific uses of FPL Franchise Fee dollars; and

WHEREAS, a major concern was creating a means of ensuring that monies in excess of 3% of collected monthly Franchise Fee dollars would be used specifically for Town infrastructure projects; and

WHEREAS, the Town Council desires to codify restrictions on the use of excess Franchise Fee Dollars, and provide a mechanism for its calculations and accounting; and

WHEREAS, adoption of the following ordinance is found necessary to address these concerns and in the best interest of the Town.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Town Council hereby adopts the amendment as provided at Exhibit "A".

Section 3. Creation of Budget Line Item. Town Manager and his designee is authorized to create a budget line item described as "FPL Surplus Franchise Fee."

Section 4. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

Section 7. Effective date. This Ordinance shall become effective immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of ____, 2019.

[THIS SPACE INTENTIALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____
Vice Mayor Nelson Rodriguez _____
Councilmember Carlos O. Alvarez _____
Councilmember Luis Collazo _____
Councilmember Joshua Dieguez _____
Councilmember Jeffrey Rodriguez _____
Councilmember Marilyn Ruano _____

Passed and adopted on second reading this _____ day of _____, 2019.

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.
Omitted portions of this ordinance are shown as "* * *".

EXHIBIT A

Effective, October 1, 2021, all monthly FPL Franchise Fee (the "Franchise Fee") revenue in excess of one-half(1/2) of the collected monthly Franchise Fee or ~~$125,000~~ $106,250, whichever is greater, shall be used by the Town exclusively for:

1. Street repair or repaving;
2. Sidewall repair or replacement;
3. Street lighting repair, replacement or enhancement;
4. Tree trimming, removal, replacement, or planting;
5. Stormwater system maintenance, repair, replacement or enhancement.
6. Excess monies, beyond $106,250.00 in monthly Franchise Fee revenue, shall only be applied to bonds, matching grants, or other debt instruments that will either mature or require a match within a 5 year period, and that are allocated for the purposes outlined in paragraphs 1 through 4 of this section.
7. Funding levels for the projects listed in paragraphs 1 through 4, as they exist in fiscal year 2018-19 must be maintained from sources other than excess Franchise Fee revenue.
8. No Franchise Fee revenue shall be pledged toward any debt instrument or matching grant prior to October 1, 2021.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Town Manager, Edward Pidermann**

Subject: **Variance Application Fees**

Date: **September 10, 2019**

Recommendations:

Staff recommends approval of the ordinance amending Section 13-2102 as it relates to variance application fees.

Background:

On May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance application fees. The Board found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule. The Board subsequently presented this finding to the Town Council on July 17, 2018. Based on the information presented, the town Council directed the Town manager to adjust variance fee schedule to recover the full cost of providing the service.

On September 19, 2018, the Planning and Zoning board heard the ordinance in a different form that required cost recovery from all applications, including single family, and voted to advise approval by the Town Council as proposed, with the condition that if an applicant requests a line-item expense report that it be provided to the applicant.

On May 14, 2019 the Council Heard this item in its current form for first reading and voted to approved for second reading.

On July 24, 2019 The Planning Board heard the ordinance in its current form and recommended approval. Attached to this report is an analysis performed by staff that reflects the average cost of typical variance by each classified type. Please note, the numbers presented are aggregated averages from the years 2017 and 2018 and do not necessarily reflect the cost of any one request. As such, the cost recovery system is designed to take an initial deposit to begin processing the application. Should the deposit be deficient based on charges relating to processing the variance, the applicant will be required to make additional deposits in order to continue the review process. Any remaining balance on a deposit(s) that is not charged to the variance application is refunded back to the applicant upon full completion of the variance process.

Attachments:

Ordinance
Staff report
Attachment 1

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE XI, "FEES", AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; INCLUDING ALL NOTIFICATION COSTS INTO THE VARIANCE FEES OF ADMINISTRATIVE VARIANCES, SMALL PROJECT VARIANCES, AND VARIANCES FOR SINGLE FAMILY PROPERTIES OF LESS THAT HALF (½) ACRE OR 2,500 SQUARE FEET; REQUIRING ALL OTHER VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (J. Rodriguez)

WHEREAS, Article XI, "Fees" establishes a schedule of fees related to various zoning services including those related to variance application requests; and

WHEREAS, on May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance fees and found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule; and

WHEREAS, on July 17, 2018, after hearing the Planning and Zoning Board's report of their findings, the Town Council directed the Town manager to adjust the variance fee schedule to recover the full cost of providing the service; and

WHEREAS, on September 19, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on May 22, 2019, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item with modifications at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on July 16th, 2019, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on _____, 2019, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. **Recitals**. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. **Amendment.** Section 13-2102, of the Town's Land Development Code is hereby amended as provided at Exhibit A:

Section 3. **Repeal of Conflicting Provisions**. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. **Severability**. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Inclusion in the Town Code**. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Article", "Division" or other appropriate word.

Section 6. **Effective Date**. That this Ordinance shall be effective immediately upon its adoption on second reading.

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____
Vice Mayor Nelson Rodriguez _____
Councilmember Carlos O. Alvarez _____
Councilmember Luis Collazo _____
Councilmember Joshua Dieguez _____
Councilmember Jeffrey Rodriguez _____
Councilmember Marilyn Ruano _____

Passed on first reading this _____ day of May 2019

[THIS SPACE INTENTIALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____
Vice Mayor Nelson Rodriguez _____
Councilmember Carlos O. Alvarez _____
Councilmember Luis Collazo _____
Councilmember Joshua Dieguez _____
Councilmember Jeffrey Rodriguez _____
Councilmember Marilyn Ruano _____

Passed and adopted on second reading this _____ day of _____, 2019.

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

ORDINANCE

Chapter 13 LAND DEVELOPMENT CODE

* * *

ARTICLE XI. - FEES

* * *

Sec. 13-2102. - Fees for planning and zoning approvals.

Fees and/or cost recovery deposits for planning and zoning approvals are hereby adopted as set forth in the fee schedule for planning and zoning approvals maintained by the Town Clerk. The fee schedule for planning and zoning approvals may be amended from time to time by resolution of the Town Council.

Fee Schedule for Planning and Zoning Approvals [i]

	Development Approval Requested	Application Fee	Deposit
	* * *		
2.	**Variances**		
2.1	Additional fee for each variance in an application after the first ~~three~~	$150.00 for each additional variance after the first ~~three~~	
2.2	Administrative, and public hearing fence, driveway, deck, or walkway	~~$350.00 plus notification and recording costs~~ $450.00 (for notification and recording)	~~$650.00~~ *
2.3	Public hearing		
2.3.1	One single-family, two-family, or townhouse unit 2,500 square feet or vacant half (½)-acre property or less	~~$750.00 plus notification and recording costs~~ $1,750	~~$650.00~~ *
2.3.2	One single-family, two-family, or townhouse unit 2,500 square feet or vacant half (½)-acre property or more	Cost Recovery	$3,000

~~2.3.2~~ 2.3.3	Multifamily, including single-family developments with multiple units.	~~$1,100.00 plus notification and recording costs~~ Cost Recovery	~~$650.00~~ * $4,000
~~2.3.3~~ 2.3.4	Commercial and industrial	~~$1,700.00 plus notification and recording costs~~ Cost Recovery	~~$650.00~~ * $4,500
~~2.3.4~~ 2.3.5	Signs	~~$1,100.00 plus notification and recording costs~~ Cost Recovery	~~$650.00~~ * $4,200
~~2.3.5~~ 2.3.6	Town Council rehearing of P&Z Board Decision	~~No application fee. Cost recovery only. See deposit in right column.~~ Cost Recovery	~~$650.00~~ * $2,000
~~2.3.6~~ 2.3.7	All others	~~$1,100.00 plus notification and recording costs~~ Cost Recovery	~~$650.00~~ * $4,000
* * *			

Planning Office
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: **Honorable Mayor and Members of the Town Council**

From: **Edward Pidermann, Town Manager**

Subject: **Variance Application Fees**

Date: **September 10, 2019**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE XI, "FEES", AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; INCLUDING ALL NOTIFICATION COSTS INTO THE VARIANCE FEES OF ADMINISTRATIVE VARIANCES AND VARIANCES FOR SINGLE FAMILY PROPERTIES OF LESS THAT HALF (½) ACRE OR 2,500 SQUARE FEET; REQUIRING ALL OTHER VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (J. Rodriguez)

A. BACKGROUND

On May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance application fees. The Board found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule. The Board subsequently presented this finding to the Town Council on July 17, 2018. Based on the information presented, the town Council directed the Town manager to adjust variance fee schedule to recover the full cost of providing the service.

On September 19, 2018, the Planning and Zoning board heard the ordinance in a different form that required cost recovery from all applications, including single family, and voted to advise approval by the Town Council as proposed, with the condition that if an applicant requests a line-item expense report that it be provided to the applicant.

On May 14, 2019 the Council Heard this item in its current form for first reading and voted to approved for second reading.

On July 24, 2019 The Planning Board heard the ordinance in its current form and recommended approval.

Attached to this report is an analysis performed by staff that reflects the average cost of typical variance by each classified type. Please note, the numbers presented are aggregated averages from the years 2017 and 2018 and do not necessarily reflect the cost of any one request. As such, the cost recovery system is designed to take an initial deposit to begin processing the application. Should the deposit be deficient based on charges relating to processing the variance, the applicant will be required to make additional deposits in order to continue the review process. Any remaining balance on a deposit(s) that is not charged to the variance application is refunded back to the applicant upon full completion of the variance process.

B. PROPOSED CHANGES

Section 13-2102 is amended to require all variance applications for commercial, multifamily, and single-family properties with improvements over 2,500 sf or lots over ½ acre in size to be on a cost recovery basis. Single-family properties with improvements under 2,500 sf or unimproved lots under ½ acre in size are proposed to remain fee based, but the required fees are amended to include notification costs instead of cost recovery. Administrative and public hearing fence, driveway, deck, or walkway variances are proposed to be fee based, but only $450.00 which is the minimum to recuperate notification costs. Proposed deposits and fees for each variance type currently read as follows:

Development Approval Requested	Application Fee	Deposit
Variances		
Additional fee for each variance in an application after the first	$150.00 for each additional variance after the first	
Administrative	$1,500	
Public Hearing Items		
One single-family, two-family, or townhouse unit 2,500 square feet or half (½)-acre property or less	$1,750	
One single-family, two-family, or townhouse unit 2,500 square feet or half (½)-acre property or more	Cost Recovery	$3,000
Multifamily	Cost Recovery	$4,000
Commercial and industrial	Cost Recovery	$4,500
Signs	Cost Recovery	$4,200
Town Council rehearing of P&Z Board Decision	Cost Recovery	$2,000

All others	Cost Recovery	$4,000

It is proposed to be amended as follows:

	Development Approval Requested	Application Fee	Deposit
	* * *		
2.	**Variances**		
2.1	Additional fee for each variance in an application after the first	$150.00 for each additional variance after the first	
2.2	Administrative, and public hearing fence, driveway, deck, or walkway	$450.00 (for notification and recording)	
2.3	Public hearing		
2.3.1	One single-family, two-family, or townhouse unit 2,500 square feet or vacant half (½)-acre property or less	$1,750	
2.3.2	One single-family, two-family, or townhouse unit 2,500 square feet or vacant half (½)-acre property or more	Cost Recovery	$3,000
2.3.3	Multifamily, including single-family developments with multiple units.	Cost Recovery	$4,000
2.3.4	Commercial and industrial	Cost Recovery	$4,500
2.3.5	Signs	Cost Recovery	$4,200
2.3.6	Town Council rehearing of P&Z Board Decision	Cost Recovery	$2,000
2.3.7	All others	Cost Recovery	$4,000
	* * *		

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-2102 as it relates to variance application fees.

D. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: The Comprehensive Development Master Plan does not address variance application fees. The proposed ordinance has no impact on concurrency management.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. Amendment of the code makes the fee consistent with other zoning applications that are also based on cost recovery.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis See Sections "A", Background; and "B", Proposed Changes, and Criteria "2", of this report. A recent study performed by Town staff revealed that the existing variance application fee was insufficient in covering the full cost of the service. The result is that such applications are being subsidized by the general taxpayer. The amendment puts the full cost of the service on the applicant that is requesting it.

Finding: Complies.

4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.

Analysis: See Sections "A", Background; and "B", Proposed Changes, and criteria "2" and "3" of this report. The proposed amendment does not change the list of permitted uses within any zoning district.

Finding: Complies.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

   Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. The proposed ordinance does not impact the above systems.

   Finding: Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

   Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. The proposed ordinance does not impact the above systems.

   Finding: Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

   Analysis: See Sections "A", Background; and "B", Proposed Changes, and criteria "2" and "3" of this report. The amendment ensures that full cost of a variance application is borne by the requestor and not subsidized by the tax payer.

   Finding: Complies.

8. **Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

   Analysis: See Sections "A", Background; and "B" of this report. The amendment does not change the criteria for approval of a variance request. As such it does not impact land use patterns.

   Finding: Complies.

9. **Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

   Analysis: See Sections "A", Background; and "B", Proposed Changes; and Criteria 2, 3, and 7 of this report.

   Finding: Complies.

10. **Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

Analysis: See all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.

ATTACHMENT A

Variance Fee Study Tables

VARIANCE FEE SCHEDULE			
Type	Application Fee	Cost Recovery	Note
Administrative	350	650	Cost Recovery Notification and Recording Only
SFR, Two Family, Townhouse	750	650	Cost Recovery Notification and Recording Only
Multifamily	1100	650	Cost Recovery Notification and Recording Only
Commercial Industrial	1700	650	Cost Recovery Notification and Recording Only
Signs	1100	650	Cost Recovery Notification and Recording Only

	Admin Var	SFR	MultiFamily	Comm/Indust	Sign Var.
Initial Fee and Deposit Collected	$ 1,000.00	$ 1,400.00	$ 1,750.00	$ 2,350.00	$ 1,750.00
Additional fee or (Refund) Collected	($227.50)	($107.37)	$12.63	$22.63	$22.63
Total Cost by Applicant	**$ 772.50**	**$ 1,292.63**	**$ 1,762.63**	**$ 2,372.63**	**$ 1,772.63**
Total Cost to Process Application	$ 1,871.90	$ 3,067.37	$ 4,208.18	$ 4,412.36	$ 4,196.60
Total Amount Paid by Applicant	$ 772.50	$ 1,292.63	$ 1,762.63	$ 2,372.63	$ 1,772.63
Total Unrecovered Town Cost	**$ (1,099.40)**	**$ (1,774.74)**	**$ (2,445.55)**	**$ (2,039.73)**	**$ (2,423.97)**

TYPICAL ADMINISTRATIVE VARIANCE

SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	$422.50	650	$227.50
Fee Based Service	$ 1,449.40	350	($1,099.40)
Total	$ 1,871.90	$ 1,000.00	
Unused Cost recovery refunded to applicant			$227.50
Total applicant Cost			$ 772.50

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	
ICA Senior Planner (hrs)	5.5	$ 55.00	$302.50
Signs	1 Signs @ $10.00	In-House	$10.00
Mailing	100 Envelops @ $0.65	In-House	$65.00
Recording	Simplifile	estimated	$45.00
	Cost Recovery Subtotal		$422.50

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	1.5	73.06	109.59
Development Orde editing	2	73.06	146.12
Board Briefings		73.06	0
Hearing Prep		73.06	0
Hearing		73.06	0
meetings and misc	1	73.06	73.06
Site Visit	0.5	73.06	36.53
afteraction	0.5	73.06	36.53
Total	**5.5**	73.06	**$ 401.83**
ICA Senior Planner (hrs)			
preaplication meeting	1	$ 55.00	55
Materials Prep	1	$ 55.00	55
Plan Review	2	$ 55.00	110
mailer prep	1	$ 55.00	55
meetings and misc	3	$ 55.00	165
Site Visit	0.5	$ 55.00	27.5
Development Order writing	6	$ 55.00	330
Uploading Novus	0	$ 55.00	0
Hearing		$ 55.00	0
afteraction	0.5	$ 55.00	27.5
Total	**15**	**$ 55.00**	**$ 825.00**
Zoning Oficial (hrs)	1	$ 52.18	**$52.18**
PW Director	0	$ 66.57	**$0.00**
Transportation Manager	0	$ 50.07	**$0.00**
Arborist	**0**	**$ 38.87**	**$0.00**
Legal Review	**0**	$ 200.00	**$0.00**
Planning Tech (hrs)			
Application Intake	0.5	$ 26.76	13.38
Resolution Processing	0.5	$ 26.76	13.38
Total	**1**		**26.76**
	STAFF SUBTOTAL		**$ 1,305.77**
	11% Admin Overhead		$ 143.63
	STAFF FINAL TOTAL		**$ 1,449.40**

TYPICAL SINGLE FAMILY - TWO FAMILY - TOWNHOUSE VARIANCE FOR PUBLIC HEARING

SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	$542.63	650	$107.37
Fee Based Service	$ 2,524.74	750	($1,774.74)
Total	$ 3,067.37	$ 1,400.00	
Unused Cost recovery refunded to applicant			$107.37
Total applicant Cost			$ 1,292.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	$120.13
ICA Senior Planner (hrs)	5.5	$ 55.00	$302.50
Signs	1 Signs @ $10.00	In-House	$10.00
Mailing	100 Envelops @ $0.65	In-House	$65.00
Recording	Simplifile	estimated	$45.00
	Cost Recovery Subtotal		$542.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	1.5	73.06	109.59
Development Order writing	2	73.06	146.12
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	1.5	73.06	109.59
Site Visit	0.5	73.06	36.53
afteraction	0.5	73.06	36.53
Total	**10**	73.06	**$ 730.60**
ICA Senior Planner (hrs)			
preaplication meeting	1	$ 55.00	55
Materials Prep	1.5	$ 55.00	82.5
Plan Review	3.5	$ 55.00	192.5
mailer prep	2	$ 55.00	110
meetings and misc	3	$ 55.00	165
Site Visit	0.5	$ 55.00	27.5
Staff Report writing	9	$ 55.00	495
Uploading Novus	0.5	$ 55.00	27.5
Hearing	1.5	$ 55.00	82.5
afteraction	0.5	$ 55.00	27.5
Total	**23**	**$ 55.00**	**$ 1,265.00**
Zoning Oficial (hrs)	1	$ 52.18	**$52.18**
PW Director	0	$ 66.57	**$0.00**
Transportation Manager	0	$ 50.07	**$0.00**
Arborist	**0**	**$ 38.87**	**$0.00**
Legal Review	**1**	$ 200.00	**$200.00**
Planning Tech (hrs)			
Application Intake	0.5	$ 26.76	13.38
Resolution Processing	0.5	$ 26.76	13.38
Total	**1**		**26.76**
	STAFF SUBTOTAL		**$ 2,274.54**
	11% Admin Overhead		$ 250.20
	STAFF FINAL TOTAL		**$ 2,524.74**

TYPICAL MULTIFAMILY VARIANCE FOR PUBLIC HEARING

SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	$662.63	650	($12.63)
Fee Based Service	$ 3,545.55	1100	($2,445.55)
Total	$ 4,208.18	$ 1,750.00	
Unused Cost recovery refunded to applicant			($12.63)
Total applicant Cost			$ 1,762.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	$120.13
ICA Senior Planner (hrs)	6.5	$ 55.00	$357.50
Signs	2 Signs @ $10.00	In-House	$10.00
Mailing	200 Envelops @ $0.65	In-House	$130.00
Recording	Simplifile	estimated	$45.00
	Cost Recovery Subtotal		$662.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	**15.5**	73.06	**$ 1,132.43**
ICA Senior Planner (hrs)			
preaplication meeting	2	$ 55.00	110
Materials Prep	3	$ 55.00	165
Plan Review	6	$ 55.00	330
mailer prep	2	$ 55.00	110
meetings and misc	4	$ 55.00	220
Site Visit	1	$ 55.00	55
Staff Report writing	9	$ 55.00	495
Uploading Novus	0.5	$ 55.00	27.5
Hearing	1.5	$ 55.00	82.5
afteraction	1	$ 55.00	55
Total	**30**	**$ 55.00**	**$ 1,650.00**
Zoning Oficial (hrs)	**1**	$ 52.18	**$52.18**
PW Director	0	$ 66.57	**$0.00**
Transportation Manager	0	$ 50.07	**$0.00**
Arborist	**0.5**	**$ 38.87**	**$19.44**
Legal Review	**1.5**	$ 200.00	**$300.00**
Planning Tech (hrs)			
Application Intake	1	$ 26.76	26.76
Resolution Processing	0.5	$ 26.76	13.38
Total	**1.5**		**40.14**
	STAFF SUBTOTAL		**$ 3,194.19**
	11% Admin Overhead		$ 351.36
	STAFF FINAL TOTAL		**$ 3,545.55**

TYPICAL COMMERCIAL AND INDUSTRIAL VARIANCE FOR PUBLIC HEARING

SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	$672.63	650	($22.63)
Fee Based Service	$ 3,739.73	1700	($2,039.73)
Total	$ 4,412.36	$ 2,350.00	
		Unused Cost recovery refunded to applicant	($22.63)
		Total applicant Cost	$ 2,372.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	$120.13
ICA Senior Planner (hrs)	6.5	$ 55.00	$357.50
Signs	2 Signs @ $10.00	In-House	$20.00
Mailing	200 Envelops @ $0.65	In-House	$130.00
Recording	Simplifile	estimated	$45.00
		Cost Recovery Subtotal	$672.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	**15.5**	73.06	**$ 1,132.43**
ICA Senior Planner (hrs)			
preaplication meeting	2	$ 55.00	110
Materials Prep	3	$ 55.00	165
Plan Review	6	$ 55.00	330
mailer prep	2	$ 55.00	110
meetings and misc	4	$ 55.00	220
Site Visit	1	$ 55.00	55
Staff Report writing	9	$ 55.00	495
Uploading Novus	0.5	$ 55.00	27.5
Hearing	1.5	$ 55.00	82.5
afteraction	1	$ 55.00	55
Total	**30**	**$ 55.00**	**$ 1,650.00**
Zoning Oficial (hrs)	**1**	$ 52.18	**$52.18**
PW Director	1	$ 66.57	**$66.57**
Transportation Manager	1	$ 50.07	**$50.07**
Arborist	**2**	**$ 38.87**	**$77.74**
Legal Review	**1.5**	$ 200.00	**$300.00**
Planning Tech (hrs)			
Application Intake	1	$ 26.76	26.76
Resolution Processing	0.5	$ 26.76	13.38
Total	**1.5**		**40.14**
	STAFF SUBTOTAL		**$ 3,369.13**
	11% Admin Overhead		$ 370.60
	STAFF FINAL TOTAL		**$ 3,739.73**

TYPICAL SIGN VARIANCE FOR PUBLIC HEARING

SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	$672.63	$ 650.00	($22.63)
Fee Based Service	$ 3,523.97	$ 1,100.00	($2,423.97)
Total	$ 4,196.60	$ 1,750.00	
		Unused Cost recovery refunded to applicant	($22.63)
		Total applicant Cost	$ 1,772.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	$120.13
ICA Senior Planner (hrs)	6.5	$ 55.00	$357.50
Signs	2 Signs @ $10.00	In-House	$20.00
Mailing	200 Envelops @ $0.65	In-House	$130.00
Recording	Simplifile	estimated	$45.00
		Cost Recovery Subtotal	$672.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	**15.5**	73.06	**$ 1,132.43**
ICA Senior Planner (hrs)			
preaplication meeting	2	$ 55.00	110
Materials Prep	3	$ 55.00	165
Plan Review	6	$ 55.00	330
mailer prep	2	$ 55.00	110
meetings and misc	4	$ 55.00	220
Site Visit	1	$ 55.00	55
Staff Report writing	9	$ 55.00	495
Uploading Novus	0.5	$ 55.00	27.5
Hearing	1.5	$ 55.00	82.5
afteraction	1	$ 55.00	55
Total	**30**	**$ 55.00**	**$ 1,650.00**
Zoning Oficial (hrs)	**1**	$ 52.18	**$52.18**
PW Director		$ 66.57	**$0.00**
Transportation Manager		$ 50.07	**$0.00**
Arborist		**$ 38.87**	**$0.00**
Legal Review	**1.5**	$ 200.00	**$300.00**
Planning Tech (hrs)			
Application Intake	1	$ 26.76	26.76
Resolution Processing	0.5	$ 26.76	13.38
Total	**1.5**		**40.14**
	STAFF SUBTOTAL		**$ 3,174.75**
	11% Admin Overhead		$ 349.22
	STAFF FINAL TOTAL		**$ 3,523.97**

Town of Miami Lakes
Memorandum

To: **Honorable Mayor and Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Interlocal Agreement with Miami-Dade County for Local Patrol Services**

Date: **September 10, 2019**

Recommendation:

It is recommended that the Town Council approve the Interlocal Agreement with Miami-Dade County (County) for the provision of Local Police Patrol Services from October 1, 2019 to September 30, 2024.

Background:

Since November 2001, the Town has been receiving local patrol police service from the Miami-Dade Police Department via an Interlocal Agreement between the two governments. The current agreement is set to expire on November 13, 2019.

In February 2019, the Town entered into discussions with Miami-Dade County regarding the renewal of the Interlocal Agreement. Specifically, Town staff reviewed the terms of the interlocal agreement and conducted a contract comparison across the other two municipalities that have interlocal agreements with Miami Dade County for police services, the Town of Cutler Bay and Village of Palmetto Bay. During this process, several differences were noted across the three contracts and Town staff, in partnership with the management of both the Town of Cutler Bay and the village of Palmetto Bay, entered into negotiations with Miami-Dade County to achieve uniformity in contract terms across the three municipalities.

After a meeting was held in late July with Miami Dade County police staff with the three municipalities present, the attached contract was developed that is uniform in contract terms across the three municipalities. A highlight of the changes to the previous interlocal agreement is highlighted below:

- 3.2- Increase in minimum of physical checks from one (1) to two (2) during a watch order per 24-hour period
- 3.5- Lowered average response time goal to six (6) minutes and thirty (30) from eight (8) minutes
- 3.6- Added average response time goal of fifteen (15) minutes to non-emergencies

- 3.8, 3.9, and 16.4- Added that the Town Manager must be informed if police response to incidents outside of the Town limits; also adds the development of protocols and record keeping of police activity occurring outside of Town limits
- 3.16- Added that newly transferred personnel must become knowledgeable of Town ordinances and priorities and receive vehicle/equipment within thirty (30) days of assignment
- 7.1- Changed payment terms from monthly to quarterly. This is advantageous to the Town as it allows the Town to collect additional investment interest on its cash positions.
- 7.2- Added the requirement of a monthly expenditure summary to be submitted to the Town to maintain expenditure tracking.
- Removed "The County will continue to provide general office supplies such as paper, post-it notes, etc. The County will also provide capital supplies from the General Services Administration (GSA) catalog such as toner and printer ink cartridges up to a value of $3,000 per annum in the year the renewed Agreement is signed, increasing by 3% each year of the Agreement. (section 8.4 in previous agreement)" The Town will purchase these items directly and will allow for improved cost controls of these items.
- 9.8- Added that the Town Commander shall attend Town hall meeting to discuss community policing issues at request of the Town Manager.
- 11.2 - Added that transfers of the rank of Lieutenant or above shall be discussed with the Town Manager
- 11.9- Reduced the maximum days for a vacancy from 120 days to 90 days
- 13.1- Added a reasonable effort to use on-duty personnel for Town events
- 22.4- Adds "favored nations" language in which if any other municipality under contract with the County for police services receives terms more favorable than the Town's, the Town is entitled to reopen contract negotiations
- 24.2- Adds automatic extension period for the contract if parties are engaged in negotiations that extend past the contract term

Based on the Town's positive experience of outsourcing police services to Miami-Dade County and their intimate knowledge of the Town, it is recommended that their services be continued for another five-year period. Under the provision of their services, the Town has been one of the safest communities in Florida, ranked #11 across all 412 municipalities in Florida.

The approximate value of this new agreement is $8,020,000 per year. This represents an approximate increase of $1,320,000 or 19% increase since the last agreement was adopted in 2014. This increase is mainly attributed to Miami-Dade County police union contract pay and benefit increases and the addition of two additional police officers since 2014.

Attachements:

Resolution- Interlocal Agreement with Miami-Dade County for Local Patrol Services
Contract - Miami Dade Police Services Interlocal Agreement

RESOLUTION NO. 19-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A CONTRACT BETWEEN THE TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY FOR POLICE SERVICES; PROVIDING FOR AUTHORITY OF TOWN OFFICIALS; PROVIDING FOR AUTHORITY TO EXPEND BUDGETED; FUNDS' AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

WHEREAS, the Town of Miami Lakes (the "Town") receives police services from Miami-Dade County's (the "County") Police Department via an Interlocal Agreement between the two governments; and

WHEREAS, the Town's agreement with the County was originally entered into November 1, 2001, and the current interlocal agreement is set to expire on November 19, 2019; and

WHEREAS, during the month of February 2019 the Town entered into discussions with County regarding the renewal of the Interlocal Agreement; and

WHEREAS, specifically Town staff reviewed the terms of the interlocal agreement and conducted a contract comparison across the other two municipalities that have interlocal agreements with the County for police service, the Town of Cutler Bay ("Cutler Bay") and the Village of Palmetto Bay ("Palmetto Bay"); and

WHEREAS, after a late July meeting with the County police staff, and officials from Cutler Bay and Palmetto Bay, a uniform agreement that addressed Town concerns; and

WHEREAS, the terms of the new agreement include a five-year agreement for police services for an approximate amount of $8,020,000 per year; and

WHEREAS, based on the Town's positive experience of outsourcing police services to the County, and their intimate knowledge of the Town, the Town Manager recommends that their services be continued for another five-year period, by executing the agreement in substantially the same form as attached hereto as Exhibit "**A**".

WHEREAS, the Town Council believes that entering into an agreement with the County's police department for the provision of police services is in the Town's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Adoption of the Memorandum of Understanding. The Town Council approves and adopts the contract for Police Services with Miami-Dade County's Police Department in substantially the same form as attached hereto as Exhibit "**A**."

Section 3. Authority of Town Officials. The Town Manager or his designee and the Town Attorney or his designee are authorized to take any and all action necessary to execute and carry out the provisions set forth in the Contract with Miami-Dade County's Police Department, and to execute and addendums to the Contract that are substantially in the same form as attached here-to as Exhibit "**A**."

Section 4. Authority to Expend Budgeted Funds. The Town Manager or his designee are authorized to expend budgeted funds.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Joshua Dieguez _____

Councilmember Luis Collazo _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TOWN OF MIAMI LAKES FOR LOCAL POLICE SERVICES

THIS AGREEMENT, by and between the Town of Miami Lakes a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "the Town"), Miami-Dade County, Florida (hereinafter referred to as "MDC"), and its law enforcement division, the Miami-Dade County Police Department (hereinafter referred to as “MDPD” to include its successor.)

WHEREAS, the Town is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the Town shall have the flexibility to determine the level and deployment of police services and to establish service priorities; and,

WHEREAS, MDPD law enforcement personnel will be responsive to the residents, businesses and visitors of the Town, and it will work cooperatively with the Town to deter crime, solve crimes, maintain public order, and address emerging trends; and,

WHEREAS, MDC has agreed to render to the Town a continuing high level of professional police service, and the Town is desirous of contracting for such services upon the terms and conditions hereinafter set forth, and

WHEREAS, the Town is desirous of providing its daily police services through a contractual relationship with MDC, and

WHEREAS, MDC’s interest is to develop a relationship based on principles of professionalism and cooperation in order to effectively serve the Town and its citizens, and

WHEREAS, MDC and the Town’s relationship shall be governed by the following principles:

1. MDC law enforcement employees shall be responsive to the citizens of the Town.
2. MDC law enforcement employees shall work cooperatively with Town organizations in a problem-solving mode to maintain the safety and welfare of Town’s residents and visitors.
3. MDC shall provide at a reasonable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals and expectations of the Town and MDC. New technology shall be implemented as it becomes available, in a manner that follows the MDC’s existing scheduled implementation plans, unless otherwise mutually agreed upon by the parties.
4. MDC shall provide a high service level of police services within the Town’s boundaries, as provided in this Agreement, and MDC desires to provide a high level of service.

5. MDC shall provide to the Town for the term of this Agreement, and any extensions of the term in accordance with the provisions of this Agreement, competent professional police services within and throughout the municipal limits of the Town to the extent and in the manner agreed upon by the parties.

NOW THEREFORE, in consideration of the following mutual obligations the parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

MDC shall provide to the Town competent, courteous, lawful, efficient and effective local police services, as specified and for the term prescribed in this Agreement. The Town will pay for, and cooperate with MDC in the provision of those law enforcement services.

The Whereas Clauses express the intent of the parties and are incorporated into this Agreement.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

Director shall mean, the Director of the Miami-Dade Police Department.

Deputy Director shall mean, the Deputy Director of the Miami-Dade Police Department.

Assistant Director shall mean the Assistant Director who is responsible for overseeing the Town Commander's compliance with the contractual terms and conditions of this Agreement.

Division Chief shall mean, the MDPD Division Chief who is responsible for overseeing the Town Commander's compliance with specific operational goals and objectives as set forth by the Town Manager. Additionally, the Division Chief shall ensure maintenance of quality service delivery to the Town.

Call-For-Service shall mean, a request received from the public requiring a police response or assistance.

Enhanced Enforcement Initiative (EEI) shall mean, Monies designated, in addition to the normal operating budget, that are utilized by the Town Commander to address crime trends, Town initiatives, and quality of life issues within the Town. The amount of these funds are designated by the Town Manager and funded by the Town.

Fringe Benefits shall mean, benefits afforded employees of the Miami-Dade Police Department, including FICA, MICA, Retirement and all associated insurance and longevity payments. Worker's compensation insurance, general liability insurance and police professional liability insurance are billed based on the total budgeted position count.

Patrol Activity or Activities shall mean, those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such

activities include, but are not limited to, directing and enforcing traffic laws, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, issuing traffic citations and reporting quality of life issues.

Patrol Personnel shall mean, MDPD law enforcement personnel assigned to the Town.

Patrol Unit shall mean, one marked patrol car/motorcycle unit and includes, but is not limited to, one (1) uniformed police officer and all standard support equipment as described in **Exhibit A**.

Police Patrol Package shall mean, the standard equipment package for a marked police vehicle, which includes but is not limited to: light bar, computer mount, mobile computer, etc.

Police Service shall mean, those local police patrol activities and services, listed in Article III and provided each day of the year, on a 24-hour per day basis within the municipal boundaries of the Town.

Staffing Level shall mean, the number of police officers assigned to the Town as they are listed in **Exhibit B** of this Agreement or, for future years, the number of officers approved in the Town's annual budget process.

Staff Schedules shall mean, those schedules prepared by the Town Commander to appropriately deploy personnel to ensure appropriate police resources are maintained each shift.

Strategic Planning and Development Section **(SPDS)** shall mean, a section within the MDPD that provides assistance to municipal governments, other MDC Departments and departmental elements within MDPD to resolve issues, verify information and submit requests for information that are relevant to incorporation and annexation. Additionally, SPDS shall be responsible for ensuring MDPD's compliance with contractual stipulations and shall act as a liaison between the Town and departmental elements.

Town Commander shall mean, a designated Police Major, Captain or next lower ranked position, who at the Director's discretion, shall be authorized to direct the daily police operations in the Town, effectuating the Town's law enforcement priorities, managing the delivery of police services, and ensuring the policing needs of the Town are adequately met. The Town Commander shall liaison with the Town Manager and shall be responsive to the Town Manager in the same manner as would the Chief of a municipal police force, while following all MDC/MDPD policies, procedures, directives and guidelines and the chain-of-command.

Town Official(s) shall mean, the Council members, Town Manager, Town Attorney, and employees of the Town, and their designees.

ARTICLE III

LOCAL POLICE PATROL SERVICES

MDPD shall provide comprehensive local police patrol services, as set forth in this Agreement in accordance with Florida Statutes and the MDC Charter.

Without limiting the duty prescribed in the preceding paragraph, MDPD patrol personnel shall respond to, and render aid in, emergency, life-saving and in-progress violent crime incidents occurring inside the boundaries of the Town. Local patrol services shall consist of, but not limited to, the following:

3.1 A General Investigations Unit (GIU) shall continue to conduct the necessary investigations of criminal activity within the Town. The GIU is a specialized assignment with the Town for particular investigations where and as needed. The GIU shall operate in the traditional MDPD shift structure and be comprised of police officers from the staffing structure described in **Exhibit C**. The police officers assigned to this GIU shall be responsible for criminal investigations not assigned to the central specialized investigative units.

3.2 Patrol personnel will conduct watch orders upon formal request of a Town resident, property owner or business owner in the Town. A written Watch Order will constitute a minimum of two (2) visual and physical checks by a uniformed patrol unit of a residence, business, or other location to include the perimeter area within a 24-hour period. The physical check will be documented on the Daily Activity Worksheet as to the time and location.

3.3 Patrol personnel will respond to all calls-for-service within the Town; such as, but not limited to, traffic crash, burglar alarm signals and calls of suspicious activity at locations in the Town. The Town Manager shall have the ability to modify the police response protocols for non-emergency calls for service. The Town understands that when all calls for service within the Town are dispatched and responded to by Town patrol units, the average response time may increase. The Town understands that if response times increase beyond the standards as specified in this Agreement, as a direct result of a change in protocols above, it will be the Town's responsibility to fund increased staffing levels to maintain response time goals.

3.4 At the request of the Town Manager, the Town Commander or designee shall be available to attend each regular, quarterly Town Hall meeting and special Town council meeting, as requested by the Town Manager or his/her designee.

3.5 The MDPD will strive for an annual average emergency call dispatch time of no more than ninety (90) seconds. The emergency response time for a patrol unit begins when the dispatch is received and ends when the unit takes an arrival on the air. The patrol unit's travel time goal should be five (5) minutes or less. While maintaining safe operations, the combined average emergency response time of six (6) minutes and thiry (30) seconds or less shall be the response goal for the term of this Agreement. In no instance shall the average emergency response time exceed the departmental average goal of eight (8) minutes. The average

emergency response time will be re-evaluated on an annual basis to establish an appropriate emergency response time.

3.6 The MDPD will strive for an average non-emergency time goal of 15 minutes or less; however, in no instance shall the average non-emergency response time exceed the departmental average of thirty (30) minutes.

3.7 Follow-up investigations for the General Investigations Unit (GIU) - The GIU shall make every reasonable effort to maintain an average response time for detectives to arrive at a crime scene, that shall not exceed one (1) hour, as described in **Exhibit C**, unless amended by the Town Manager, in consultation with the Town Commander.

3.8 Patrol personnel may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring outside the boundaries of the Town. MDPD uniform patrol units, not part of the patrol personnel assigned to the Town, may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring inside the boundaries of the Town. In the event patrol personnel must respond to incidents occurring outside the boundaries of the Town, the Town Commander or designee shall ensure sufficient personnel remain in the Town to continue routine and emergency patrol activities and shall advise the Town Manager per protocols established by the Town Manager.

3.9 Patrol personnel shall remain within the Town's boundaries during their assigned shift unless dispatched outside the Town boundaries by the Town Commander or his/her designee. A record of these authorized dispatches outside the Town's boundaries shall be kept by the MDPD Communications Bureau and may be reviewed at any time by Town Manager**,** upon request. The Town Commander will establish protocols with the Town Manager relating to personnel leaving the Town boundaries. Upon request by the Town Manager, the Town Commander shall provide a detailed report regarding activities that require officer participation outside the Town boundaries.

3.10 MDC will provide dispatch response, manage the 911 system, and provide communications support to MDPD personnel assigned to the Town consistent with what is provided to the County.

3.11 Nothing in this contractual Agreement is intended to usurp the authority of the MDPD policies and procedures and the MDC collective bargaining Agreements. The Town, MDPD, or its officials will not involve themselves in negotiating with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, or direct police personnel to deliberately contradict the established MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the Town, its policies, procedures and Charter.

3.12 MDPD shall continue to maintain a grid system that corresponds to the boundaries of the Town. Statistical data shall be compiled to accurately describe the incidence of reports and responses to criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare and deliver monthly and quarterly reports to the Town Manager. The reports shall describe the type and number of criminal incidents and other calls for service for each grid during the preceding period. The Town Commander, with the recommendation of the Town Manager, will have the ability to redefine the grids as necessary. The Town Commander shall present an annual crime report to the Town Council. The Town Commander or designee shall deliver other reports to the Town Council upon the request of the Town Manager.

3.13 MDPD shall provide all reports identified in Article XVI.

3.14 While in the performance of their duties, officers assigned to the Town shall report any quality of life issues that are observed. These include, but are not limited to, MDC Noise Ordinances, potholes, debris or fallen trees obstructing the roadway, flooding, suspected construction without permits, verification of garage sale permits, stray or dead animals, non-working traffic signals and street lights, or any downed street signage.

3.15 MDPD will enforce Town Ordinances with criminal penalties, at the sole discretion of the Town, MDPD shall enforce civil Ordinances, and false alarm Ordinances adopted by the Town. The Town shall provide the MDPD Police Legal Bureau with any draft Ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Town if MDPD can enforce the Ordinance prior to the Town's adoption of the draft regulations. MDPD shall not be obligated to enforce Ordinances that it advises are unconstitutional. The Town understands that it must contract with the Office of the State Attorney (SAO) for the prosecution of Town or MDC criminal Ordinance violation cases. In all instances where there is both a Town Ordinance and a state statute for the same charge, the state statute will be charged.

The Town agrees and understands that MDC is not responsible for any filing fees for Town or MDC criminal Ordinance violations nor any costs encumbered by the SAO for prosecuting Town or MDC criminal Ordinances. MDPD shall coordinate attendance of MDPD officers assigned to the Town to appear at Town Special Master hearings on any civil penalty violations or at County or circuit court on criminal violations. MDPD will assist the Town's code enforcement officers with enforcement of Town code violations, including utilizing appropriate state laws, accompanying a Town code enforcement officer on a call, writing reports of observations of violations of the Town's code and attendance at hearings.

3.16 Upon assignment to the Town, newly transferred personnel shall be trained and become knowledgeable regarding the Town's Ordinances and priorities. As officers are assigned to the Town, they shall be issued a vehicle/motorcycle/equipment within thirty (30) days of assignment.

3.17 MDPD personnel assigned to the Town shall become acquainted with the general characteristics of the Town, personnel assigned to the Town shall become familiar with its geography, its industrial, business and residential composition, and its crime problems.

ARTICLE IV

OPTIONAL LAW ENFORCEMENT SERVICES

4.1 Upon written request of the Town Manager, MDC shall provide to the Town optional services as depicted in **Exhibit D**. Payments for these services are in addition to payment made pursuant to Article VII. The Town Manager will direct the level and frequency of these optional services in consultation with the Town Commander.

4.2 MDPD shall be the sole provider of optional services that require sworn personnel. The Town may elect to procure optional services listed in **Exhibit D** that do not require sworn personnel from other providers.

4.3 The approval of the Town Manager is required to increase school crossing guard staffing levels within the Town, if applicable.

4.4 In the event that the Town elects to independently procure such optional services, that do not require sworn personnel, the Town shall provide a written forty-five (45) day notification of cancellation to MDPD. Upon the date of cancellation of optional services, the Town shall incur all costs and liabilities associated with independently contracted services.

4.5 The Town has enacted a Municipal Alarm Ordinance. The Town shall be entitled to all fees and fines associated with the False Alarm Program. The Town shall be responsible for all maintenance and enforcement of such services. The Town may request that MDPD administer their False Alarm Program. The Town shall provide a forty-five (45) day written notification of this request and shall pay an administrative fee that is mutually agreed upon by both parties, and shall be recalculated on an annual basis.

4.6 At Town's sole discretion, the Town shall be provided a dedicated line and operator for non-emergency calls. The Town shall incur all costs associated with staffing this line and MDPD shall pay for the related software upgrades.

ARTICLE V
SUPPORT & ANCILLARY SERVICES

Support services attributed to the establishment and performance of local patrol services shall be provided to the Town. These services are identified and are included as a contract support fee **Exhibit E** and may be adjusted and modified on a yearly basis. Support services shall include but not be limited to:

5.1 **Professional Compliance Bureau** records, registers, conducts and controls investigations of complaints against MDPD employees. Supervises and controls the investigations of alleged or suspected misconduct, maintains the confidentiality of internal affairs investigations and records, and conducts staff inspections to ensure adherence to policies and procedures.

5.2 **Personnel Management Bureau** provides for the recruitment, selection, and hiring/promotions of MDPD employees, maintain and administer payroll activities, and personnel transaction records. Services include Psychological evaluation, employment ads, test and validation services, Florida Basic Abilities Test and polygraph examination administered to applicants during the selection and hiring process to determine the eligibility of police and other support personnel.

5.3 **Psychological Services Section** provides professional counseling on a voluntary basis, and referral assistance for management of stress-induced or substance abuse problems. Includes on-scene response to shootings or other serious incidents involving police personnel; consultation for hostage situations, barricaded subjects, and attempted suicides.

5.4 **Property and Evidence Section** is responsible for the storage, maintenance, and legal disposition of evidence impounded during criminal investigations, along with recovered lost or stolen property. Charges are based on the number of items received.

5.5 **Radio Maintenance and Installation** includes the maintenance of the handheld devices and police radios installed in police vehicles.

5.6 **Telecommunications (circuits & aircards)** provides aircards for wireless connectivity and dedicated data lines to municipal police stations allowing direct and secure connectivity to the MDPD departmental network; includes firewall protection, VLANS monitoring, and access to important state and national law enforcement databases.

5.7 **Miami-Dade Public Safety Training Institute** conducts the Basic Law Enforcement recruit classes, manages training activities for law enforcement personnel to include training mandated by the State of Florida to maintain Criminal Justice Standards and Training Commission certification, and conducts specialized training activities, such as first responder (CPR and AED), bicycle certification, officer survival skills, community oriented policing, crime scene techniques, investigative techniques and crime analysis procedures. Ancillary services denoted in **Exhibit F** are currently provided to the Town

without additional costs. As additional areas of unincorporated MDC continue to incorporate, it may be necessary to re-evaluate these services and associated costs to the various incorporated areas.

ARTICLE VI

MAINTENANCE OF ABILITY

6.1 MDPD shall furnish to, and maintain for the benefit of the Town, all necessary labor, supervision, equipment, forms, supplies, and vehicles in good working condition, communication facilities proper for the purpose of performing the services, duties and responsibilities described in this Agreement and as necessary to maintain the service level specified in Article III.

6.2 MDPD shall provide adequate training for all personnel; including customer service training for police officers and minor crime scene processing.

6.3 Regular routine and special supplies, such as paper, stationery, notices, forms, business cards, etc. (all office/business related items) must be issued to the Town, and the cost shall be incurred by the Town.

6.4 Knowledge of law enforcement related Town Codes and local Ordinances is required.

ARTICLE VII

CONSIDERATION

For local police services:

7.1 The Town shall make payments to MDC quarterly. The Town shall consult with MDPD prior to annual adoption of its budget to arrive at a mutually acceptable charge for the services to be delivered by MDPD. MDPD shall invoice the Town after the first day of the following month after the end of each quarter for services rendered the previous quarter. All payments shall be in accordance with Florida Local Government Prompt Payment Act, Chapter 218, s. 218.73 and s. 218.74.

7.2 MDPD will provide the Town with a monthly expenditure summary report no later than the thirtieth (30th) of the following month, from the County's financial system.

7.3 The Town's payment for local police services shall be based on the staffing level in **Exhibit B**, utilizing the actual costs of personnel and equipment. Staffing in excess of the requested service level, listed in **Exhibit B**, shall require written authorization by the Town Manager.

7.4 Payment by the Town for optional services will be based upon actual costs for services rendered to the Town. The actual costs associated with optional services shall include direct salaries, plus all associated fringe benefits, vehicles (if applicable) and contract support fee (**Exhibit E)**. MDC will invoice the Town on a quarterly basis for optional services. Payments for optional services are due no later than the thirtieth (30th) day from invoice date by the Town. All non-mandatory training of Town officers requires prior approval by the Town Manager.

7.5 Pursuant to Article VII of this Agreement, the Town shall pay the actual cost associated with the local patrol services to include all direct salaries, all associated fringe benefit costs, contract support fee (**Exhibit E)**, and vehicle costs. Based upon payment of these costs from the Town, MDC shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and/or any status of rights during the course of employment with MDC. Accordingly, the Town shall not be called upon to assume or share any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statutes or any other amenities of employment to any MDC personnel performing services, duties and responsibilities hereunder for the benefit of said Town and the residents thereof or any other liabilities whatsoever pursuant to this Agreement.

7.6 The County will retain all 911 fees generated within the Town to offset the costs of providing 911 services.

7.7 Except for the 911 fees, the Town shall retain the right to receive all revenues generated pursuant to Florida Statutes and available to municipalities for law enforcement activities.

7.8 In the event MDC requires its police officers to pay a stipend relating to take home vehicles, the Town shall be entitled to receive a full credit or equivalent percentage access to the funds for the officers assigned to the Town.

7.9 In the event MDC adopts other cost cutting measures in the future, the Town shall be entitled to receive a full credit or equivalent percentage access to the funds or cost saving reduction measures.

7.10 The MDPD agrees to provide public records at the Town's request that may assist the Town in its preparation of any law enforcement related federal and state grant applications. Such records will be provided pursuant to law and applicable MDC and MDPD policies and procedures. Both the Town and the MDC may share information with respect to identifying law enforcement related grants that may be pursued by either agency. Any programs funded by grants received by MDPD that are implemented in MDPD's District Stations for local patrol activities may also be implemented for the Town's Police Unit. Such programs will be implemented on a prorated basis as best approximated by the proportion of the number of sworn police officers being funded by the Town to the number of funded sworn police officers serving solely UMSA not including other contract municipalities or other special assignments not related to local patrol activities, as applicable. MDPD will obtain the Town's approval before applying for any grants that may support MDPD's patrol activities and require the Town to participate and provide matching funds.

ARTICLE VIII

DISTRICT OFFICE

8.1 For the duration of this Agreement, unless the Town exercises its right in section 8.3, MDPD personnel assigned to the Town shall continue to use the Town Hall/Police Station located at 6601 Main Street, Miami Lakes Florida 33014.

8.2 Should the Town exercise the option to co-locate police staff within an MDPD District or facility, costs associated with the district station to include lease, utilities, and maintenance shall be added to the contract support fee, **Exhibit E**, and paid by the Town. MDPD shall provide the Town with a non-emergency phone line dedicated to the Town. MDC will work cooperatively with the Town to determine the best method and cost of implementing this provision.

8.3 The Town has established a police station with appropriate equipment. The Town shall continue to comply with any law enforcement accreditation standards so that MDPD will be able to maintain its accredited status. The Town shall be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities. In the event the Town exercises the co-location option, the contract support fees (**Exhibit E)** to the Town, specified in the Facilities Maintenance Section shall be adjusted accordingly to include electrical service, water and sewer service, waste collection, janitorial service, building leases and telephone.

ARTICLE IX

COMMAND STAFF

9.1 MDPD recognizes the importance of the Town Commander in the provision of law enforcement services to the Town, and will make every effort to designate a Town Commander who will be responsive to the Town and the community, meet the needs of area residents, businesses and visitors, and ensure the highest level of law enforcement activities are provided to the Town.

The Town Commander shall, among other specified duties, act as liaison between the Town and MDPD.

9.2 In the event of a vacancy in the Town Commander position, the Town Manager shall be entitled to select the Town Commander. The Town Commander shall be selected from nominations provided by the Director or designee to the Town Manager. The nominees shall be of duly sworn and qualified MDPD Majors, and Captains and may include the next lower ranked position if no acceptable candidates are available. Prior to selection, the Town Manager shall solicit input and concerns from the Director prior to the designation of the Town Commander. The Director or designee shall advise the Town Manager of any nominees who have elected to participate in the Deferred Retirement Option Program (DROP). In the event of a vacancy in the Town Commander position, the above selection process will be followed.

9.3 In the event the Town becomes dissatisfied with the performance of the Town Commander, specific concerns regarding performance should be discussed with the Division Chief to ascertain avenues of resolution and immediate remediation, if any.

9.4 In the event the Town becomes dissatisfied with the response of the Division Chief, specific concerns regarding Town Commander's performance should be discussed with the Director or his/her designee to ascertain avenues of resolution and immediate remediation, if any.

9.5 MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the Town and in replacing the Town Commander. If specific issues cannot be resolved, the Town Manager shall request removal of the Town Commander. The Director or designee shall honor the Town Manager's request and designate a new Town Commander through the selection process prescribed in Section 9.1 of this Agreement.

9.6 The Town Commander will be permanently located in the same facility as police personnel assigned to the Town. However, in the event that this location differs from the Town's governmental facility, the Town Commander will liaison daily with the Town Manager or his/her designee.

9.7 The Town and MDC will collectively be responsible for all emergency management duties of the Town, in conjunction with the Town and MDPD emergency operations policies and procedures.

9.8 Upon request of the Town Manager, the Town Commander shall attend Town Hall meetings to discuss community policing issues.

ARTICLE X

EMPLOYMENT RESPONSIBILITY

10.1 All police officers and other persons employed by MDPD in the performance of local police services for the Town shall be and remain MDC employees.

10.2 MDPD employees assigned to the Town will continue to abide by the MDPD policies and procedures established in the MDPD Departmental Manual and pertinent directives.

10.3 MDC and all of its personnel are, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the Town. Nothing in this Agreement shall be construed to create an employment relationship between the Town and any MDC and MDPD employees.

10.4 The Town may utilize as sworn law enforcement officers certified reserve officers who have met the requirements for transfer pursuant to Miami-Dade Police Departmental Manual Chapter 11, Part 2 – Reserve Officers. Reserve officers shall not exceed more than ten (10) percent of the Town's assigned sworn law enforcement officers, to a maximum of five (5) Reserve Offic

ARTICLE XI

EMPLOYMENT; RIGHT OF CONTROL

11.1 MDPD shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this Agreement.

11.2 The Town Commander, after consultation with the Town Manager, shall have the discretion to assign new personnel and to transfer or reassign any personnel assigned to the Town pursuant to departmental policies and collective bargaining Agreements. MDPD will not make arbitrary staff changes. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the discretion of the Director or designee. To ensure continuity of service, positions of the rank of Lieutenant or above may be discussed and considered by the Town Manager, in consultation with the MDPD Director, or their designee. Transfers of personnel with the rank of Lieutenant or above may be discussed and considered by the Town Manager, in consultation with the Director, or his/her designee.

11.3 Staffing levels are listed in **Exhibit B** of this Agreement, and may be modified by the Town Commander, with the approval of the Town Manager as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the Town Manager in consultation with MDPD. The Town shall not be required to fund the position of Captain unless the Town opts to include a Captain in the staffing level. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in **Exhibit B**. The Town Commander may utilize overtime to fill temporary vacancies, with the prior approval of the Town Manager, caused by, but not limited to; leave issues, temporary disability, relief of duty, Family Medical Leave Act and Parental Leave. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the Town. The Town Commander, in consultation with the Town Manager, shall have the option to replace staff due to extended leave issues such as; light duty, disability, Family Medical Leave Act and Parental Leave, if those incidents are projected to exceed ninety (90) days.

11.4 The Town Commander may maintain staffing levels by adjusting the schedules of personnel assigned to the Town. This Agreement shall re-open in order for the parties to re-negotiate the staffing structure and any resulting adjustments to the consideration upon the Town filing a formal application for annexation with MDC.

11.5 Staff schedules may be adjusted temporarily upon the approval of the Town Commander to meet operational needs, not to exceed one pay period (two (2) weeks). Any permanent adjustment to staff schedules to include those

which exceed one pay period will require the prior written approval of both the Town Manager and the Town Commander or designee. Pursuant to the MDC collective bargaining Agreements, the final decision of any unresolved issues regarding this matter will be left at the discretion of the Director.

11.6 In the event the Town Manager becomes dissatisfied with the performance of any personnel assigned to the Town, the Town Manager shall discuss the concerns with the Town Commander. Upon the request of the Town Manager, the Town Commander may transfer or reassign personnel out of the Town with the concurrence of the Director or his/her designee.

11.7 The Town Commander shall provide the Town Manager with a prompt written notice of any transfer, change in status or reassignment of Town police personnel initiated by MDPD.

11.8 The Town Commander will promptly address concerns expressed by the Town Manager regarding performance of police personnel pursuant to the departmental policies and procedures, career service procedures and collective bargaining Agreements.

11.9 In the event a vacancy occurs, the position assigned to the Town shall be filled in accordance with departmental policies. The Department shall use its best efforts to fill the vacancy immediately. However, such a vacancy in the Town shall not exceed ninety (90) days.

11.10 Nothing shall preclude the Town Manager from discussing matters of concern regarding police services to the Town with the Director, and/or the Mayor of MDC.

11.11 Nothing in this Agreement is intended to usurp the authority of MDPD policies and procedures and the MDC collective bargaining Agreements. The Town or its officials will not involve themselves in negotiating with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, interfere with or obstruct any MDPD internal/administrative investigations directed towards MDPD employees or direct police personnel to deliberately contradict the established MDPD policies and procedures.

11.12 The Town agrees and understands that MDPD's ability to investigate and supervise MDPD employees in the event of an allegation or suspicion of wrongdoing by MDPD employees or to ensure compliance with MDPD established Directives and procedures is in the best interest of the Town, MDPD, and the citizens of the Town and MDC. In order to maintain MDPD's ability to conduct such investigations and supervise its employees, the Town agrees to allow and provide access to any and all records or data created by MDPD employees regardless of the type of records/data storage medium (for example; paper, video/audio tape, disk, electronic, etc.) or the records/data storage device (for example; computer, personal digital assistant, mobile telephone, flash drive, etc.). Furthermore, the Town agrees to allow and

provide access to these records/data storage media and devices even if they are owned by the Town. In those situations where it will be necessary for MDPD to remove a records/data storage device for further analysis, MDPD will provide a suitable and reasonable replacement so as not to hinder the ability of MDPD employees to provide services to the Town. Such replacements will be provided as soon as reasonably possible. The Town understands, agrees and will allow the immediate removal and securing of records/data media and/or storage devices used by MDPD employees in order to preserve the records/data contained therein. Additionally, MDPD will format all newly assigned devices, and remove all MDPD proprietary software prior to the equipment being released back to the Town.

ARTICLE XII

EMPLOYMENT; AUTHORITY TO ACT

12.1 Each sworn police officer of MDPD who, from time-to-time, may be assigned to the Town, to the extent allowed by law, shall be, and hereby is, vested with the police powers of the Town that are necessary to provide the police services under this Agreement. This vesting of powers is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn police officers.

12.2 Every sworn police officer of MDPD assigned to the Town shall be deemed to be a sworn police officer of the Town while performing the services, duties and responsibilities that constitute municipal functions and are within the scope of this Agreement.

12.3 Sworn police officers of MDPD shall be, and hereby are, vested with the additional power to enforce the Ordinances of the Town, to make arrests incident to the enforcement of MDC and Town Ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers.

12.4 Nothing herein is intended to usurp the authority of the Town, its laws, codes, policies, procedures, and Charter.

ARTICLE XIII

OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

13.1 The Town Manager may request additional police personnel assigned to patrol within the Town in order to provide additional police security activities for special initiatives, Town sponsored activities and events. The additional police security activities may be provided on an overtime basis and shall be paid for based upon the actual personnel costs, to include overtime and applicable fringe benefit rates, pursuant to applicable collective bargaining Agreements. A reasonable effort will be made to accommodate the on-duty schedule for Town events.

13.2 The Town Manager will make every effort to notify the Town Commander, in writing, at least fourteen (14) days, or as soon as practical, prior to a Town event to request police personnel.

13.3 The Town Commander, within the constraints of the collective bargaining Agreements and with the approval of the Town Manager, should have maximum flexibility to modify staff assignments, develop special assignments for staff and coordinate staff participation in special task forces and groups (i.e., Honor Guard, September 11th Disaster Response, Operation Blue Lightning, and Regional Crime Task Force).

13.4 The Town has the option to enhance its existing overtime budget to be utilized for Enhanced Enforcement Initiatives (EEI). Prior to commencement of an EEI, written authorization by the Town Manager shall be required.

13.5 The Town Commander will work collectively with the Town Manager to ensure that overtime funding is properly expended. The Town Commander shall provide quarterly overtime reports, to include EEI expense reports, to the Town Manager. Additionally, the Town Commander shall advise the Town Manager immediately of any overages of overtime usage.

ARTICLE XIV

OFF-REGULAR DUTY DETAILS

14.1 Private companies, associations or citizens may request that additional police services are provided, on an off-regular-duty basis, pursuant to (**Exhibit G)** the MDC Administrative Order 7-15, Rates for Special Off-Duty Services, as it is revised from time-to-time.

14.2 Off-regular-duty details within the Town's boundaries will be first offered to MDPD personnel assigned to the Town.

14.3 Off-regular-duty activities will be governed in accordance with MDPD policies and procedures and as such, are on a voluntary basis and subject to officer availability.

ARTICLE XV

SPECIAL EQUIPMENT PROVISION

15.1 ***Patrol Vehicle Exterior Appearance:*** Each patrol unit may prominently display on the vehicle exterior at a location to be designated by MDPD, and agreed upon by the Town Manager, the legend "Town" and the Town seal in accordance with the vehicle markings depicted in **Exhibit H**. A substantial change to the design and, or, graphics of MDPD marked patrol unit shall require the approval of both the Director and the Town Manager.

15.2 ***Town's Option to Purchase Marked Vehicles and Transfer Title to MDC:*** Marked vehicles utilized by units assigned to the Town shall be provided, maintained, and purchased solely by MDPD, unless, at the sole discretion of the Town, the Town purchases vehicles directly using MDPD vehicle

specifications, as they may change from time-to-time. If the Town elects to purchase marked vehicles, the Town will notify MDC no later than June 1 of each calendar year in order for MDC and the Town to coordinate the transition of the existing vehicles with the Town-provided marked vehicles for the following fiscal year. If the Town elects to directly purchase these marked vehicles, the title for these vehicles purchased by the Town may be subsequently transferred to MDC for the sum of one dollar for each. For the duration of the Agreement, the Town will be responsible for performing the maintenance of these vehicles (that were originally purchased by the Town and subsequently titled to MDC) while they are covered under the manufacturer's warranty. MDC will perform routine maintenance and repairs on these vehicles after the manufacturer's warranty expires. All costs associated with the maintenance of and any damages to these marked vehicles while in use for the Town will be the responsibility of the Town. The Town will be responsible for replacing these marked vehicles as they are retired, or shall utilize MDPD-provided marked fleet vehicles, incurring all associated costs (e.g., policy charges, maintenance, repairs, etc.). Marked vehicles that were originally purchased with Town funds and subsequently titled to MDC needing retirement will be identified by MDC according to MDC policies. MDPD will notify the Town of the number of vehicles anticipated for retirement and options available to the Town to replace vehicles with MDC vehicles according to reports provided by MDC Internal Services Department. Retired marked vehicles that were originally purchased by the Town will be transferred back to the Town for the sum of one dollar for each vehicle.

15.3 ***"Totaled" or Irreparable Marked Vehicles Purchased by the Town and Titled to MDC:*** In the event that a marked vehicle that was originally purchased with Town funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, title will be transferred back to the Town. The "totaled" marked vehicle will be replaced with a vehicle that is, at minimum, similar in terms of make, model, age, mileage, and condition. MDPD will replace the vehicle from the existing MDPD fleet or the Town will provide a replacement vehicle. If MDPD replaces the vehicle from its existing fleet, all maintenance and charges associated with that vehicle will be incurred by the Town.

15.4 ***Transition of Marked Vehicles Originally Purchased by the Town after Expiration or Termination of Agreement:*** After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all marked vehicles originally purchased with Town funds back to the Town for the sum of one dollar for each and provide the Town with copies of all current maintenance records. The sale of these vehicles back to the Town will be phased in during the transition period as provided in Article XXVI. MDPD will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Agreement. In the event that a vehicle that was originally

purchased by Town funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of make, model, age, mileage, and condition. Furthermore, these vehicles that were originally purchased with Town funds and subsequently titled to MDC will be retired according to MDPD policies.

15.5 ***Town's Option to Purchase Vehicles and Maintain Title:*** The Town may purchase vehicles for use by the Policing Unit and retain title. Such vehicles must meet any minimum performance or safety standards and specifications required by MDC. The Town is responsible for all routine maintenance and repairs of these vehicles and the associated costs. In the event that a Town-owned vehicle is damaged beyond repair or "totaled" or needs to be retired according to MDPD criteria, the Town will replace the vehicle with a vehicle that is similar in terms of make and model. If a Town-owned vehicle has been "totaled", or has been identified by MDPD as needing retirement, the condition of the replacement vehicle must be acceptable for MDPD's use according to MDPD policies. MDPD will notify the Town of the number of vehicles anticipated for retirement. In the event the Town is not able to provide a replacement vehicle and MDPD needs to replace a vehicle from its existing fleet in order to meet its contractual commitments, all maintenance costs and charges associated with that vehicle will be incurred by the Town. If the Town elects to purchase vehicles the Town will notify MDC no later than June 1 of each calendar year in order for MDC and the Town to coordinate the transition of the existing vehicles with the Town-provided vehicles for the following fiscal year. MDPD will continue to operate and maintain possession of any of these vehicles during the transition period referred to in Article XXVI when necessary to supply officers with vehicles in order to maintain services pursuant to this Agreement.

15.6 ***Town Patch:*** Each uniform may have, as a minimum, a unique and distinctive police uniform patch, which will be utilized as the Town identifier for MDPD personnel assigned to the Town and shall be placed on left sleeve of the police uniform. The distinct police uniform patch must be consistent in size, design and format with MDPD police uniforms, and subject to MDPD review.

15.7 ***Uniform Pins:*** Each uniform may have a unique and distinctive pin made part of the officer's nameplate, or placed below the officer's nameplate, and utilized as the Town identifier for MDPD personnel assigned to the Town. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.

15.8 ***Design and Acquisition Costs:*** The costs for the design and acquisition of the items mentioned in this article shall be incurred by the Town.

15.9 ***Uniform and Uniform Accessories Standards:*** Any changes to the uniform or uniform accessories not previously mentioned in this article shall

require the approval of the MDPD Appearance Standards Committee (ASC). The ASC reviews and processes recommendations concerning modifications to departmental uniform standards. A request to convene the committee shall be submitted by the Town Commander. The committee shall include a representative from the Town's policing unit.

15.10 ***Consistency of Town-Purchased Property and Equipment with MDPD policies and procedures / Maintenance and Repair Costs:*** All property and equipment purchased by the Town through the Town's general fund or forfeiture monies for use by MDPD personnel assigned to the Town will be the sole property of the Town, and shall be subject to the approval of MDPD to ensure consistency with its policies and procedures and operational uniformity. Should the Town elect to purchase its own equipment, the cost associated with maintenance and repairs will be incurred solely by the Town. Any Agreements for sale of the property to MDPD will be approved pursuant to the Town's policies and procedures.

ARTICLE XVI

REPORTING

16.1 Statistical data shall be compiled to accurately describe the incidence of reports and responses to, criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare and deliver monthly and quarterly reports to the Town Manager. The reports shall describe the type and number of criminal incidents and other calls for service for each grid during the preceding period. Such reports shall be released as prescribed through departmental policy. All costs associated with printed reports that require special preparation (e.g., glossy paper, colored paper, special binders other than staples, photographs and unusual graphics) or are not normally prepared by MDPD, shall be incurred solely by the Town.

Upon request, MDPD shall provide the following reporting services to the Town:

16.2 ***Annual Reports***.

16.2.1 ***Crime Report***. On an annual basis, the Town Commander shall present an Annual Crime Report to the Town Council.

16.2.2 ***Fiscal Report.*** MDPD shall submit an annual report detailing the Town's budgetary police expenditures and reconciliation of funds. MDC shall deliver any audit reports on police expenditures relating to the Town's local patrol services to the Town Manager within

twenty (20) days of the preparation of the report by a MDC auditor or delivery of the report to the MDC by an outside auditor.

16.2.3 ***Annual Management Report***. Comprehensive police report specifically for the Town that provides an overview of significant accomplishments, goals, and objectives.

16.3 ***Burglar Alarm Information***. The MDPD shall forward to the Town, on a weekly basis, copies of all "False Alarm Reports," including the suite numbers for condominium buildings, along with an "Alarm Transmittal Memorandum" and on a monthly basis, an electronic file reflecting the complete data in a format acceptable to the Town.

16.4 ***Dispatches Outside of Town Boundaries***. A record of these authorized dispatches outside the Town's boundaries will be kept by the MDPD Communications Bureau and reviewed with the Town Manager, upon request.

16.5 ***Electronic Data***. The MDPD shall forward to the Town, on a monthly basis, all incidents that occurred within the Town's boundaries in an electronic format acceptable to the Town.

16.6 ***Forfeiture Reports***. The MDPD Police Legal Bureau shall submit a biannual report detailing forfeiture activity occurring within Town boundaries and involving law enforcement personnel assigned to the Town for the calendar year. The report shall include a description and estimate of value of properties seized and whether or not disposition has been adjudicated.

16.7 ***Maintenance of Criminal Records***. MDPD Central Records Bureau is the central repository for all departmental records and ensures compliance with Florida Public Records Law, Chapter 119, Florida Statutes. MDPD will continue to maintain Offense/Incident Reports, Supplemental Reports, Arrest Affidavits relating to the Town, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the Town.

16.8 ***Miscellaneous Crime Trend Reports***. The Town Commander, or designee, shall deliver such reports regarding crime trends that occur within the Town's boundaries to the Town Council upon the request of the Town Manager.

16.9 ***Notification of Significant Situations or Cases of Interest to the Town.*** The Town Commander, or designee, will notify the Town Manager, or his/her designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the Town. The Town of Commander and Town Manager shall designate what they consider "significant" by a memorandum, signed by each.

16.10 ***Routine Reports and Specific Records Requests***. MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, and crime statistics, and other information regarding law

enforcement services provided to the Town, as well as ad hoc reports when requested by the Town Manager. MDPD will also provide copies of specific records requested by the Town Manager that pertain to the actions of Town's contract personnel while performing duties for the Town. Such records will be provided to the Town at no additional cost and in accordance with applicable laws and with MDPD/ MDC policies and procedures.

16.11 ***Reporting Systems***. MDPD will collect accurate crime statistics, calls for service data, average response time and other related law enforcement statistics specifically within the Town boundaries in order to provide accurate data collection on law enforcement services provided in the Town.

16.12 ***Vacancy Reports***. MDPD shall submit a monthly report detailing the number of vacant positions to the Town Manager by the fifteenth (15th) day of the month immediately following the month in which the vacancy occurred. The report shall state whether the MDPD complied with the minimum number of requisite police patrol staffing levels was met for the reporting period.

ARTICLE XVII

TOWING AND STORAGE

17.1 MDPD will continue to utilize the existing MDC contract for towing and storage services related to police enforcement, until the expiration or termination of the current towing contract. Upon such expiration or termination, the Town may, at its option, issue its own towing contract, using all the specifications and requirements outlined by MDPD for towing contractors.

17.2 Any revenues derived from towing as a result of police enforcement activities within the Town will be credited to the next payment due from the Town.

17.3 The Town may issue a separate towing contract for activities unrelated to MDPD police services.

ARTICLE XVIII

FORFEITURES

18.1 The Town shall have title to, and the power to dispose of, forfeitures and unclaimed property in accordance with State and Federal law.

18.2 The Town will be solely responsible for the administration, control, financial management, and compliance requirements of all Federal and State forfeiture funds awarded to the Town.

18.3 The MDPD Legal Bureau will be solely responsible, pursuant to established departmental policies and procedures, for all other matters concerning State and Federal forfeitures involving MDPD personnel assigned to the Town.

18.4 The Town's share of any forfeited property obtained through successful forfeiture proceedings will be based solely upon the ratio that the participation of the law enforcement personnel assigned to the Town bears to the participation of all law enforcement agencies participating in the seizure of the

property in accordance with State and Federal law. Per MDPD policy, the Town is to be considered a separate law enforcement agency when determining its share of forfeited property when MDPD personnel assigned to the Town participate in the forfeiture of property seized within the Town limits. However, any costs associated with the forfeiture proceedings, such as court filing fees, court reporters, interpreters and public legal notices will be subtracted from the net proceeds of the forfeiture prior to the determination of the Town's share of the forfeited property.

ARTICLE XIX

CLAIMS

19.1 MDC is a political subdivision of the state of Florida and has elected to provide a program to administer and resolve claims that would generally be covered by a contractual insurance carrier, subject to the provisions of Section 768.28, Florida Statutes.

19.2 During the term of this Agreement, MDC shall process any and all claims by any parties related to MDC's performance of services specified in this Agreement, subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE XX

INDEMNIFICATION

20.1 To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, the Town shall defend, indemnify and hold harmless MDC and/or MDPD and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC and/or MDPD or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Town, its employees, officers and agents. MDC and/or MDPD shall promptly notify the Town of each claim, cooperate with the Town in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without the Town's participation.

20.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC and/or MDPD shall defend, indemnify and hold harmless the Town and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of services provided pursuant to this contract by MDC, its employees, officers, and agents. The Town shall promptly notify MDC, and/or MDPD of each claim, cooperate with MDC and/or MDPD, in the defense and resolution of each claim, and not settle or otherwise dispose of the claim, demand, suit, or cause of action without MDC's and/or MDPD's participation; provided, however that where MDC and/or MDPD

defends the Town pursuant to this paragraph, MDC and/or MDPD, in its sole discretion, may utilize MDC's Attorney's Office to defend, resolve, settle or dispose of such matter.

Notwithstanding any provision herein to the contrary, MDC shall not be required to defend, indemnify or hold harmless for liability, losses or damages resulting from services performed by the Town or its officers, employees, or agents.

20.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE XXI

MOBILIZATION AND MUTUAL AID

21.1 On occasion, MDPD has an obligation to mobilize personnel during time of emergencies or during pre-planned events in which the safety of the public is paramount. During these occasions, the Director, or his/her designee, has the final control and the authority to draw personnel from within all areas of assignment in order to address the immediate need. Mobilizations and mutual aid shall be governed in accordance with departmental policy, applicable Agreements, and Federal, State, and local laws. The following are, but not limited to, examples in which a mobilization may be invoked or personnel may be mobilized:

21.2 ***Mutual Aid:*** An incident or event in which one or more jurisdictions send personnel to assist another jurisdiction during time of emergency or by request. During these incidents, the cost associated with the aid is assumed by each of the parties and there is no additional cost, other than entities own personnel, incurred by the parties. Under the Mutual Aid Agreement, these situations are usually short-term and brief in nature. For the purposes of Mutual Aid, Town personnel are considered to be separate from MDPD and not subject to Mutual Aid requests from agencies outside MDC.

21.3 ***Preplanned Event:*** When a mobilization is necessary for large-scale events outside the Town's jurisdiction, such as Free Trade of the Americas, Presidential Debate or an Elections security detail, the Town is under no obligation to mobilize their personnel. With the approval of the Town Manager, personnel assigned to the Town may be utilized for out-of-Town events, provided that MDPD agrees to reimburse the Town for all costs associated with the use of their personnel. Should an event impact the Town; personnel assigned to the Town shall be utilized in consultation with the Town Manager.

21.4 ***Countywide Event or Incident:*** This type of mobilization may be implemented for hurricanes or other weather events or incidents such as a civil disturbance or wide area power outages. If the situation is severe or dangerous such as a hurricane warning, the Department may mandate that the Town mobilize their personnel to address the situation. Once a mobilization has been ordered by the Director or a mobilization is imminent, the Town Commander shall immediately advise the Town Manager of all mobilization plans. During the mobilization, the Town Commander shall continually apprise the Town Manager and Division Chief of all issues, concerns and situations that may impact the Town. Once the event has passed or no longer affects the Town, a decision to demobilize must be considered. The Town Commander will confer with the Town Manager to determine the feasibility of remaining mobilized. This decision must be based on all factors that impact public safety within the Town, as well as surrounding or adjacent areas. After evaluating all available information, the Town Commander will then confer with his chain of command. The Town Commander, in conjunction with the Town Manager, will then make a decision whether to remain mobilized, demobilize, or institute modified staffing. As this is a joint decision, the Town Commander and the Town Manager must be mindful that a decision to demobilize prematurely may leave the Town vulnerable. Additionally, the Town shall be liable for any adverse incidents that occur in their jurisdiction as a result of the Town electing to demobilize prior to a demobilization order of personnel by the Director. In the event that a situation occurs requiring mobilization within the Town, the Town Manager in conjunction with the Town Commander, may mobilize Town officers prior to MDPD mobilizing. In the event that a situation occurs outside of MDC, the Town Manager in conjunction with the Town Commander upon receipt of a Federal Emergency Management Agency (FEMA) tracking number, may mobilize Town police officers.

21.5 MDPD shall assist the Town with endeavors to collect reimbursement which may be available through FEMA or other government reimbursement programs, in accordance with state and federal law.

ARTICLE XXII

TERMINATION AND REMEDIES

22.1 Breach of a material term or condition of this Agreement, does not warrant automatic termination. However, such a breach will be addressed by the breaching party, who must provide written notice to the party in breach and which must include the following:

A. Description of the breach event in reasonable detail;
B. Basis on which breach may have occurred.

The party in breach shall remedy the breach within thirty (30) days of receipt of the request. Should either party fail to cure the breach within the specified

time identified in this Section or any authorized extension, the parties shall engage in informal, good faith discussions and attempt to resolve the dispute. In connection therewith, upon written notice of either party, each party shall appoint a designated representative, whose task it shall be to meet for the purpose of attempting to resolve such dispute, if the parties are unable to resolve the dispute, in accordance with this Section. In the event that either party concludes, in good faith, that an amicable resolution through continued negotiation with respect to the dispute is not reasonably likely, then the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach. A termination under this paragraph shall be effective three hundred sixty-five (365) days from the date of written notice of termination.

22.2 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

22.3 Either party may terminate this Agreement with or without cause by providing the other party with no less than 365 days written notice of the termination. Notwithstanding any other provisions of this Agreement, neither party shall terminate without cause during the last twelve (12) months of the term specified in Article XXV or any renewal term.

22.4 In the event MDPD subsequently enters into an Agreement for police services with another Town which contains terms and conditions potentially more favorable to the Town than those set forth herein, the Town shall be entitled to those same terms and conditions, subject to the following:

A. The Town may request that the terms and conditions at issue be re-opened for negotiation based upon the terms and conditions set forth in the other Agreement; however, it is understood that the service level and/or consideration may need to be adjusted to account for any shortfall resulting from the new terms and conditions. The MDPD shall not unreasonably refuse to modify the terms and conditions.

B. The MDPD Director shall be authorized to execute any amendment to this Agreement pursuant to this Section only.

ARTICLE XXIII
FEE SERVICES

Upon execution of this Agreement, if applicable, MDPD personnel assigned to the Town may provide certain services according to the fee schedule described in MDC Administrative Order 4-33, Fee Schedule for Miami-Dade Police Department, as it may be revised from time to time. Fees collected will be refunded to the Town on a quarterly basis. The Town may charge additional fees for any particular service, over and above those provided in MDC Administrative Order 4-33, if such additional fees are not contrary to law. Additional fees charged by the Town will be clearly identified as additional fees, over and above MDPD fees, in any forms and receipts for any service provided.

This Agreement, by and between the Town shall also be understood to acknowledge the following:

WHEREAS, Section 21-81 of the Code of Miami-Dade County ("Code") applies to all municipalities in the Miami-Dade County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

WHEREAS, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities of an interlocal Agreement which contains (1) the sections of the Code which the Town is entitled to enforce, (2) the job title of the agents of the Town authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs, (4) the amount of revenue reimbursable to the Town from any fine collected, (5) an Agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the Town 's enforcement, and (6) contain a term not to exceed three (3) years; and shall be automatically renewed for an additional term not to exceed two (2) years; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of the County and the Town to have the Town enforce the provisions of Section 21-81 of the Code through Section 8CC.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The Town is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)1 through and including 21-81(d)7 of the Code, within its municipal boundaries. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the County to enforce such provisions.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by Florida State Statute 943.10(1) that are employed by the Town are authorized by this Agreement to perform the enforcement functions outlined in, and in accordance with, this Agreement.

III. AMOUNT REIMBURSABLE TO MDC FOR COSTS RELATED TO HEARINGS ON APPEALS

The Town shall reimburse the County for the administrative costs as set for in Implementing Order 4-33, relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the County for any attorney's fees and costs, including the costs of transcripts and clerical costs, if applicable, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE TOWN FROM THE FINE COLLECTED

The Clerk of Courts will reimburse, on a quarterly basis, to the Town the fines collected from the issuance of civil violation notices for violations of the Miami-Dade County Code as set forth in Section 8CC. Prior to the reimbursement, the Clerk of Courts will deduct 17% - 20% from the fines collected for their administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the County shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT – CIVIL VIOLATION NOTICES

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years and shall be automatically renewed for an additional term of two (2) years. At the expiration of the five (5) year period the County and the Town may enter a new interlocal Agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the Town to continue its enforcement efforts.

ARTICLE XXIV

OPTION TO RENEW

24.1 The parties shall meet no later than March 30, 2024, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXV in order for both parties to anticipate budgetary considerations for fiscal year range.

24.2 In the event that the parties cannot come to a mutual Agreement on the terms and conditions of the Renewal Term, this Agreement shall expire on the date specified in Article XXV. If parties are engaged in contract negotiation, the contract remains valid, past the expiration date, until a Notice of Declared Impasse is provided by either party in writing.

ARTICLE XXV

TERM

25.1 This Agreement shall be effective October 1, 2019, and shall expire at midnight on September 30, 2024, unless terminated earlier as specified in Article XXII. Either party may request to re-open the Agreement during this period.

ARTICLE XXVI

TRANSITION PERIOD

26.1 In the event of the termination for default or expiration of this Agreement, MDC and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MDPD to a municipal police department. During the transition, the same high quality of police protection prescribed by this Agreement for the residents, businesses and visitors of the Town, shall be maintained. If parties are engaged in contract negotiation, the contract remains valid, past the expiration date, until a Notice of Declared Impasse is provided by either party in writing. At which point the 12-month Transition Period shall commence.

26.2 Upon the expiration of this Agreement relating to local Town Charter police and related support services, as required by Article X, Section X of the Town Charter, the transition period shall be no less than twelve (12) months, except for vehicles purchased by the Town and subsequently titled to the MDPD, which transition period shall be within the first twelve (12) months of such expiration of Agreement.

26.3 If during the transition period, the Town determines it is unable to provide adequate municipal police services and protection, the term of this Agreement shall be extended upon written request by the Town Manager to MDC, for a transition period not to exceed one hundred eighty (180) days.

26.4 Monthly compensation shall be paid to MDC during the transition period, shall be a pro-rated at the rates in effect as of the date of termination or expiration, and shall be based upon actual costs as defined in paragraph 7.3 of this Agreement.

ARTICLE XXVII

INDEPENDENT CONTRACTORS

27.1 MDC, for the purposes of this Agreement, is and shall remain an independent contractor provided; however, independent contractor status shall not diminish the power and authority vested in MDPD and its sworn officers pursuant to Article XII.

ARTICLE XXVIII

RECORDS, INSPECTION, AUDIT

28.1 MDC shall keep records with respect to the expenditure of funds paid by the Town and the services provided to the Town under this Agreement. All the records shall be retained by MDC for a minimum of five (5) years from the date of termination or expiration of this Agreement. MDC shall maintain accounting records on expenditures under this Agreement in accordance with accepted general and government accounting standards, MDPD policies and procedures, state retention schedules and other applicable standards.

28.2 The Town Manager, or his or her designee, may inspect and audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven (7) working days prior to the intended site visit and the identification of the specific records to be inspected.

28.3 MDC shall provide access to the Town Manager or his/her designee to the records during regular business hours. MDC agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the Town to ensure compliance with applicable accounting and financial standards.

28.4 Should the Town, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Town and the actual services received by the Town from MDC, or the costs of the services, or the Town finds a discrepancy in the amounts provided in the reconciliation by MDC, then MDC shall, within thirty (30) days of receipt of written notification from the Town Manager, either credit or debit the Town the amount of the discrepancy or refund the amount.

If MDC disagrees with the Town's audit, MDC shall notify the Town Manager within fifteen (15) days of the receipt of the audit findings requesting an independent audit. The Town Manager and the County Mayor shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

ARTICLE XXIX

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

29.1 The Mayor of Miami-Dade County, by execution of this Agreement, represents to the Town that he has full power and authority to make and execute this Agreement pursuant to the resolution of the Board of County Commissioners, Miami-Dade County.

29.2 The Town Manager, by the execution of this Agreement, represents to the MDC that he has full power and authority to make and execute this Agreement pursuant to the resolution of the Town Council.

ARTICLE XXX

AMENDMENTS

30.1 This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE XXXI

NOTICE

31.1 All required notices shall be given by First Class Mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Town:
Town Manager
Edward Piderman
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

and
Town Mayor
Manny Cid
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

and
Town Attorney
Lorenzo Cobiella
6601 Main Street
Miami Lakes, Florida 33014

and
Miami Dade County Mayor
Carlos A. Gimenez
Miami-Dade County
Stephen P. Clark Center
111 NW First Street
Suite 2910
Miami, Florida 33128

and
Director
Juan J. Perez
Miami-Dade Police Department
9105 NW 25 Street
Miami, Florida 33172

and Office of the County Attorney
Stephen P. Clark Center
111 NW First Street
Suite 2810
Miami, Florida 33128

ARTICLE XXXII

NON-ASSIGNABILITY

32.1 Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE XXXIII

ENTIRE AGREEMENT

33.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

33.2 The exhibits referred to and annexed to this Agreement are made a part of this Agreement.

33.3 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE XXXIV

BINDING EFFECT

This Agreement shall insure to the benefit of and be binding upon, the respective parties' successors.

(Signature Page Follows)

ATTEST:

TOWN OF MIAMI LAKES,

a municipal corporation

_____

Gina M. Inguanzo Date
Town Clerk

_____

Manny Cid Date
Town Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

Lorenzo Cobiella Date
Town Attorney

MIAMI-DADE COUNTY

A political subdivision of the

State of Florida

By its Board of County

Commissioners:

_____

Carlos A. Gimenez Date
County Mayor

_____

Juan J. Perez Date
Director
Miami-Dade Police Department

ATTEST:
HARVEY RUVIN, CLERK

_____

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Assistant County Attorney

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR MARKED PATROL UNIT

Uniforms and Equipment

QUANTITY AUTHORIZED

	Officer	Motorcycle	Mounted	Public Service Aide	Police Records Specialist
Ammunition, Rounds					
Armor, Body					
Badge, Breast					
Badge, sew on, gold color, supervisor silver color, officers					
Baton					
Belt, Service, 2 1/4"					
Boots					
Breeches					
Buttons, Shirt, Silver					
Cap, Baseball					
Cargo Pants					
Cargo Shirts					
Carrier, Radio					
Cover, Cap					
Footwear, Special Purpose					
Gas Mask					
Gloves, Orange					
Handbook, Florida Law Enforcement					
Handcuffs					
Handcuff Case					
Helmet, General Duty with Straps					
Helmet, Motorcycle					
Holder, Baton					
Holster, Revolver/ Semi-automatic					
Insignia, Assignment Designator					
Selected Elements					
Departmental					
Insignia, Hat					
Jacket, Brown					

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
STANDARD EQUIPMENT ISSUED FOR PATROL UNITS

Uniforms and Equipment

QUANTITY AUTHORIZED

	Officer	Motorcycle	Mounted	Public Service Aide	Police Records Specialist
Jacket, Waist Length Cold Weather (Motorcycle and Canine Only)					
Keepers, D-ring					
Keepers, Belt					
Manual, Departmental					
Map, Street					
Name Plate					
Poncho					
Raincoat					
Revolver					
Scarf (Honor Guard and Mounted Patrol only; one white, one black)					
Scarf, Gold color, sergeants					
Scarf, Brown color, officers					
Shirt, Long Sleeve, Taupe					
Shirt, Long Sleeve, White					
Shirt, Short Sleeve, Taupe (police reserve officer, 2)					
Shirt, Short Sleeve, White					
Shoes, Deck (Marine Patrol only)					
Shoes, (Male or Female) Class A					
Shoes, Class B					
Skirt (issued to Lieutenant and above)					
Speed Loader Pouch					
Strap, Shoulder					
Trousers, Male or Female, Brown, with stripe (police reserve officer, 2) Brown, no stripe					
Whistle					
Whistle Strap					

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
STANDARD EQUIPMENT MAINTAINED IN ALL MARKED POLICE UNITS

	QUANTITY AUTHORIZED
Siren	1
Mobile Computing Unit Console	1
Blankets	2
Crime Scene Tape	1
Jumper Cables	1
Disposal Latex Gloves	1 box
Trunk Mount Radio System	1
Overhead Emergency Lights	1
Automated External Defibrillator	1

Exhibit B
The Town of Miami Lakes
Mutually Agreed Upon Minimum Number
Of Requisite Police Patrol Staffing

Job Classification	**Quantity**
Police Major	01
Police Lieutenant	01
Police Sergeant	04
Detective Unit Sergeant	01
Police Detective	05
Police Officer	34
Police Crime Analyst	01
Secretary	01
Public Service Aide	01
Total	**49**

Exhibit C
TOWN OF MIAMI LAKES
GENERAL INVESTIGATIONS UNIT

Section A

GENERAL INVESTIGATION UNIT REPONSIBILITIES:

The General Investigations Unit (GIU) is a responsible for district level criminal investigations. GIU has the responsibility to ensure complete and accurate investigations of the following offenses:

- Burglary
- Theft (Felony and Misdemeanor)
- Assault
- Sex Offenses, other than those investigated by Special Victims Bureau or Vulnerable Victims Unit
- Auto Theft
- Minor Embezzlement
- Extortion
- Criminal Mischief
- False Bomb Threats
- Miscellaneous Offenses not handled by specialized units

Districts, units, or contracted municipalities who do not maintain 24-hour GIU coverage shall maintain an "on-call" schedule of the assigned personnel. This "on-call" roster shall be maintained at the unit of assignment and a copy shall be furnished to desk operations. The following details the criteria utilized for a GIU call out:

Section B

GIU DETECTIVE CALL-OUT CRITERIA

- Burglaries (residential and commercial) where subjects are in custody.
- Burglaries in which access was gained by chopping or breaking through the roof or wall and there is a scene which could lead to identification of the perpetrator(s).
- Safe jobs (Tampered or removed).
- Burglaries and thefts where the property value is in excess of $25,000 (the FBI will be notified when the value exceeds $50,000).
- Any occupied burglary.
- Commercial burglaries where the telephone lines are discovered cut or dispatched as so.
- Shooting where a victim is injured:
    - ♦ Shooting scene where evidence (gun, blood splatter, spent cartridges and/or bullets) is found.
- Aggravated batteries where there are serious injuries and/or the perpetrator is known or apprehended.
- Confirmed adult abductions absent ransom demands where the victim is known and /or subject information can be verified/apprehended.

GIU DETECTIVE CALL-OUT CRITERIA (CONTINUED)

- Extortions:
  - All extortions where immediate follow-up investigation is needed and waiting for routine assignment of the case would hamper the investigation.
  - When the subject is in custody or known.

- Battery of a Law Enforcement Officer:
  - Rescue is called to scene.
  - Emergency room treatment.
  - Hospitalization.

- Stalking cases which involve victims less than 16 years of age.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

GIU SERGEANT CALL-OUT CRITERIA

- Shooting where a victim is injured.
- Aggravated batteries where there are serious injuries.
- Confirmed adult abductions absent ransom demands where the victim is known and/or the subject information can be verified or apprehended.
- Extortion:
  - All extortions where immediate follow-up investigation is needed.
- Search Warrant:
  - All cases where the procurement of a Search Warrant is necessary.
  - On consent to search cases. The option to utilize an on-scene supervisor will remain at the discretion of the Supervisor.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

AUTO THEFT DETECTIVE CALL-OUT CRITERIA

- All cases where the subject is in custody (Grand Theft Auto, Altered Vehicle Identification Number (VIN), Vehicle Burglary)
- All cases where a LoJack or a Teletrac signal is located inside a warehouse, container, or residence.
- Chop-shop located within the Town.
- Altered VIN where the victim locates their vehicle and there is a person on the scene claiming ownership.
- All cases where the procurement of a Search Warrant is necessary.
- Any case involving the theft or recovery of trucks or shipping containers that contain large volumes of property.
- Any case where it is the best interest of the Department, and approved by the on-duty Supervisor.

AUTO THEFT DETECTIVE CALL-OUT CRITERIA (CONTINUED)

- All cases where a LoJack or a Teletrac signal is located inside a warehouse, container, or residence.
- Chop-shop located within in the Town.
- Search Warrant:
    - All cases where the procurement of a Search Warrant is necessary.
    - On consent to search cases. The option of utilize an on-scene supervisor will remain at the discretion of the Supervisor.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

Exhibit D
TOWN OF MIAMI LAKES
OPTIONAL SERVICES

Optional services provided by the Miami-Dade Police Department include, but are not limited to:

- **Marine Patrol:** Units designated for the purposes of patrolling waterways including personal watercraft accident abatement, within Miami-Dade County.

- **Motorcycle Patrol:** Motorcycle unit personnel, apart from currently contracted levels, which are designated to conduct escort details, parades, public events, traffic crash reduction, DUI apprehension, school zone enforcement, security details or other related motorcycle functions.

- **Special Events Units:** A unit with the Special Patrol Bureau that is utilized to manage large-scale public events and provides support to departmental elements.

- **Public Information & Education Bureau:** Administers a variety of programs designed to foster cooperation between the Department and the community. The following are examples of some of the community programs provided by the Public Information & Education Bureau as optional services:

    - **Drug Abuse Resistance Education (D.A.R.E.) Program:** A program designed to be presented by uniformed police officers to students for the purpose of teaching positive alternatives to substance abuse and gang violence, helping them to develop self-esteem and build students interpersonal and communications skills.

    - **School Crossing Guard (SCG) Program:** The SCG program provides pedestrian and traffic safety assistance to elementary school children in arriving and departing from schools in a safe manner. The SCG Program is responsible for providing assistance to all public elementary schools in Unincorporated Miami-Dade County and municipalities that contract services.

Note: The above activities may be conducted on on-duty or on an overtime status, as appropriate.

Exhibit E
MIAMI-DADE POLICE DEPARTMENT
CONTRACT SUPPORT FEE

FISCAL ADMINISTRATION BUREAU				
LOCAL PATROL SERVICES' CONTRACT SUPPORT (OVERHEAD)				
FOR FISCAL YEAR 2018 - 2019 Based on FY 16-17 Actuals				
CONTRACT OVERHEAD	**FY 16-17 UMSA Actuals**			
Professional Compliance Bureau	6,605,912.98			
Facilities Management Section	8,229,389.89			
Personnel Management Bureau (Testing,Training and Records)	3,950,394.58			
Psychological Services Section	613,378.10			
Budget, Planning and Resource Management (Contracts)	2,586,704.38			
Property and Evidence Bureau	3,522,713.27			
Radio Maintenance and Installation	327,291.64			
Telecommunications (Circuits 31018)	1,052,393.77			
Telecommunications (Aircards 31009)	658,928.09			
Training Bureau	9,393,534.26			
Total	36,940,640.96			
Town of Miami Lakes LOCAL POLICE	7,565,356.00			
Analysis Based on Total Personnel				**TML**
Professional Compliance Bureau	Based on Sworn Personnel			$111,923
Facilities Management Section	Based on Total Personnel			$0
Personnel Management Bureau (Eval and Testing)	Based on Total Personnel			$49,146
Psychological Services Section	Based on Sworn Personnel			$10,392
Budget, Planning and Resource Management (Contracts)	Based on Total Personnel			$0
Property and Evidence Bureau	Based on Items Received			$19,944
Radio Maintenance and Installation	Based on Sworn Personnel			$5,545
Telecommunications (Circuits 31018)	Based on Sworn Personnel			$17,831
Telecommunications (Aircards 31009)	Based on Sworn Personnel			$11,164
Trainees	Training Fee Per Officer			$228,615
Total				$454,561
Percent of NEW OH to Direct Cost				6.01%
Direct Patrol Costs				$7,565,356
FY 2018-19 Overhead Percentage per Contract				
OH % to Direct Costs				6.01%

Exhibit F
TOWN OF MIAMI LAKES
LIST OF ANCILLARY MDPD SERVICES

1. The Office of the Director has the responsibility and authority for the management direction and control of the operations and administration of the Department and to provide efficient and effective police service to the citizens of Miami-Dade County. The Director has responsibility and authority to formulate plans and policies, and managerial coordination of all departmental operations, including the Professional Compliance Bureau, the Psychological Services Section, the Homeland Security Bureau, the Police Legal Bureau, and Public Information and Education Bureau.
2. The Office of the Deputy Director has the responsibility and authority for the administration and operations of the Strategic Planning and Development Section and the Miami-Dade Public Safety Training Institute.
3. The Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
4. The Public Information and Education Bureau is the official departmental liaison with media representatives and assists news personnel in covering routine news stories, and at the scenes of incidents; prepares and distributes departmental news releases; coordinates and authorizes release of information about victims, witnesses, and suspects; coordinates and authorizes release of information concerning confidential investigations and operations; and publicizes departmental objectives, problems, and successes.
5. The Strategic Planning and Development Section performs administrative functions delegated by the Deputy Director. Provides assistance to municipal governments, other Miami-Dade County Departments and departmental elements within MDPD to resolve issues, verify information and submit requests for information that are relevant to incorporation and annexation, and act as liaison between the Town and departmental elements. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. The Section has access to necessary information resources Department wide, keeps the Director and Deputy Director apprised of pertinent information, and makes programmatic recommendations when necessary.
6. The Departmental Services Assistant Director is responsible for the Fiscal Administration Bureau which includes the Resource Management Services, Budget & Grant Services, Facilities Maintenance Section and Fleet Management Section; Central Records Bureau, which includes departmental automated systems, and criminal records; Communications Bureau, which includes communications (police radio emergency 911 service) and the False Alarm Unit, Information Technology Services Bureau and the Personnel Management Bureau.

7. The Fiscal Administration Bureau is responsible for the development, preparation, and control of the Department budget and all related MDPD funding sources. Additionally, the Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains and issues equipment; administers the Law Enforcement Trust Fund and grant related accounting functions. Oversees Fleet Management Section.

8. The Facilities Maintenance Section is responsible for the management and maintenance of MDPD facilities and includes utilities, janitorial services, and building leases of support and investigative elements.

9. The Information Technology Services Bureau is responsible for the planning, acquisition, implementation, and maintenance of all microcomputer operations including network management, host interconnectivity, and standardization of departmental software. Additionally, it is responsible for planning, development, implementation, and management of all automation/technology projects, including, but not limited to, the Police Automated Reporting System, the Computer Aided Dispatch, the Mobile Computing Units, the Crime Analysis System, the Geographic Information System, the Criminal Justice Information System, FCIC II, NCIC 2000, the Adult and Juvenile Mugshot System, the Crime Information Data Warehouse, the Personnel Profile System, the Internal Affairs System, the Property and Evidence Tracking System, the Crime Laboratory System, and imaging projects, as well as development of software applications to meet departmental needs.

10. The Investigative Services Assistant Director is responsible for centralized criminal investigative services by assigning specialized investigative elements to provide specialized investigations and investigative support in the processing and preservation of evidence and crime scenes, and processing and serving criminal warrants.

11. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, domestic crimes, property and evidence storage, and crime scene and crime laboratory functions.

12. The Special Investigations Division Chief conducts major economic, narcotic, criminal conspiracy, and organized crime investigations, and investigations of offenses associated with prostitution, gambling, and pornography that exceed the resources of other departmental elements. Responsible for processing and service of warrants, and maintenance of criminal records, court security, civil and criminal process, liaison with the components of the courts and criminal justice system.

13. The Police Services Assistant Director is responsible for centralized and decentralized patrol services; e.g., repress and prevent criminal activities, investigate offenses, apprehend offenders, and furnish day-to-day law enforcement services to the community.

Exhibit F
TOWN OF MIAMI LAKES
LIST OF ANCILLARY MDPD SERVICES CONT.

14. The Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.

15. The South Operations Division Chief is responsible for the management of uniformed patrol and general investigative functions in assigned South police districts.

16. The North Operations Division Chief is responsible for the management of uniformed patrol and general investigative functions in assigned North police districts; the Special Patrol Bureau, which provides specialized functions such as crowd control; hostage negotiation; canine; motorcycle, marine patrol and underwater recovery, the Special Response Team, Special Events Units, the Police Operations Section which provides uniformed patrol at Jackson Memorial Hospital and in public housing developments, the Seaport Operations Section and the Airport District.

17. The Major of the Miami-Dade Public Safety Training Institute is delegated the responsibility for certification and training, and the departmental safety program.

EXHIBIT G
TOWN OF MIAMI LAKES
ADMINISTRATIVE ORDER
RATES FOR SPECIAL OFF-DUTY SERVICES

I.O. No.: 7-15

Ordered: 11/8/18

Effective: 11/8/18

MIAMI-DADE COUNTY

IMPLEMENTING ORDER

RATES FOR SPECIAL OFF-DUTY SERVICES

AUTHORITY:

Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Section 2-56 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order (IO) supersedes Implementing Order 7-15, adopted October 1, 2013.

POLICY:

Section 2-56.1 through 2-56.10 of the Code of Miami-Dade County allows for the assignment of off-duty County personnel to provide special law enforcement services to persons engaged in activities or functions of which such services would reasonably be seen as necessary. It is the policy of Miami-Dade County that the rates to be charged for such services shall be adequate to compensate off-duty County employees for their services, and also to enable the County to recover the fringe benefits and administrative costs associated with these assignments.

EXHIBIT G
TOWN OF MIAMI LAKES
ADMINISTRATIVE ORDER
RATES FOR SPECIAL OFF-DUTY SERVICES CONT.

PROCEDURES:

The hourly rates will be paid to employees in accordance with the current Police Collective Bargaining Agreement.

TOTAL CHARGE TO PERMITTEE:

A surcharge of five percent (5%) will be charged to the permittee to cover the County's direct costs of processing and recording the off-duty services. The surcharge may be waived at the discretion of the County. The sum of the three charges (employee rate of pay, social security and retirement benefits, and surcharge) is to be rounded to the nearest twenty-five cents ($0.25) and charged for each hour or fraction thereof of service provided.

MINIMUM CHARGE:

The minimum charges for off-duty services shall be the amount applicable for three (3) hours of service.

EXHIBIT G
TOWN OF MIAMI LAKES
ADMINISTRATIVE ORDER
RATES FOR SPECIAL OFF-DUTY SERVICES CONT.

TIME OF SERVICE:

Hourly charges for off-duty services will be calculated from the starting time and location agreed upon by the permittee and the department issuing the permit, through the time of completion of the required services, exclusive of travel time from the location associated with the completion of services to subsequent personal or other official destination of the employee(s).

UTILIZATION OF VEHICLES:

The charge for the use of County vehicles in connection with off-duty assignments shall be four (4) dollars per hour or $.0565 per mile, whichever is greater. If special equipment such as boats or aircraft is involved, the department shall set charges based on known operating costs or upon prevailing private sector rates for such equipment.

COLLECTION OF FEES AND PAYMENT TO EMPLOYEES:

The department providing services shall be responsible for providing permittees with information as to the current charges and for the collection of all monies due from the permittee in accordance with departmental procedures. Accounts thirty (30) days in arrears may be subject to finance charges up to the maximum legal rate. In no instance shall the employee(s) performing the service be permitted to receive or required to assist in the collection of any monies due the department from the permittee. Personnel performing off-duty services shall be fully compensated in the paycheck for the pay period during which the off-duty services were provided, or in the immediately following paycheck. Permittees may be required to leave a deposit of up to 100% of the projected cost of the service.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by the County Attorney as

to form and legal sufficiency _____

Exhibit H
THE TOWN OF MIAMI LAKES IDENTIFIERS
ON MDPD MARKED POLICE VEHICLES

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Councilmember Luis Collazo**

Subject: **Special Taxing District Name Change**

Date: **September 10, 2019**

Recommendation:

Over the past two years the Town of Miami Lakes has been managing Special Taxing Districts throughout the Town.

I wanted to have a discussion with my colleagues with regard to changing the Name of Special Taxing Districts (STD's), to Neighborhood Service Districts (NSD's).

I believe the name change would more accurately describe the services being provided and would be less offensive when referenced by its shortened acronym.

Attachments:

Resolution

Fiscal Impact: Minimal
Guiding Principlas: 2, 14
Objectives: 6

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Vice Mayor Nelson Rodriguez**

Subject: **In Support of City of Miami Beach Ordinance to Prohibit Sales of E- Cigarettes to Minors**

Date: **September 10, 2019**

Recommendation:

I would like to support and adopt a similar City of Miami Beach Ordinance to prohibit the sales of e-cigarettes to minors.

In October 2018, the City of Miami Beach Commission voted to reinforce age verification requirements for businesses that sell e-cigarettes and to create stricter penalties for violators. The new rules require businesses including online retailers, even if they are based in another city or state, to obtain proof that a customer is over 18 before mailing or delivering e-cigarettes to Miami Beach. Businesses would be required to get a copy of a customer's driver license and verify the customer's information in a commercially available database.

The commission also voted to impose stricter penalties on business that violate the law. Selling e-cigarettes to a minor is currently a second-degree misdemeanor that is punishable by a fine of up to $500 and up to 60 days in jail. Under the new ordinance, businesses that break the law could also have their business license suspended for up to six months and could lose it altogether for a second violation.

Attachments:

Ordinance 2018-4218
Miami Herald Article "Amid Nationwide E-Cigarette Epidemic, Miami Beach Cracks Down on Sales To Teens" from October 17, 2018

Fiscal Impact: Minimal
Guiding Principles: 1, 2, 14
Objectives: 6

ORDINANCE NO. 2018-4218

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "MISCELLANEOUS OFFENSES," BY AMENDING SECTION 70-2, ENTITLED "SALE OF NICOTINE VAPORIZERS (E-CIGARETTES) AND LIQUID NICOTINE TO MINORS AND POSSESSION BY MINORS PROHIBITED; PENALTIES" BY AMENDING THE DEFINITIONS THEREIN; THE PROHIBITIONS REGARDING THE PHYSICAL ACCESSIBILITY OF NICOTINE VAPORIZERS AND LIQUID NICOTINE; PROVIDING SIGNAGE REQUIREMENTS FOR RETAILERS; INCLUDING PROHIBITIONS AND REQUIREMENTS REGARDING MAIL ORDERS, INTERNET, AND REMOTE SALES OF NICOTINE VAPORIZERS OR LIQUID NICOTINE; AMENDING THE PENALTIES FOR VIOLATIONS OF SECTION 70-2; AND PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, according to recent empirical studies and widespread news reports, the use of youth-oriented, flavored electronic cigarettes (e-cigarettes) has skyrocketed to alarming popularity with teens in middle and high schools across the nation; and

WHEREAS, new versions of nicotine dispensing e-cigarettes, such as those manufactured by Juul Labs, Inc. (JUUL), have further flamed the nationwide vaping craze among America's youth. Specifically, JUUL e-cigarettes come in youth-popular flavors, look like a flash drive, are easily concealed, and are rechargeable on USB ports; and

WHEREAS, these and similar devises allow users to inhale vaporized liquid nicotine created by a heating mechanism or electronic ignition system; and the vapors are expelled by a cartridge or pod that usually contains a concentration of pure nicotine; and

WHEREAS, due to their ease of use, the variety of sweet and fruit-flavored vapors offered, their sleek and discrete appearance, and the mass marketing of its products, JUUL e-cigarettes and other similar devices have become immensely popular with teenage children, thereby putting the next generation of Americans at risk of nicotine addiction and threating to undermine the decades of progress made in our country to reduce youth tobacco use; and

WHEREAS, a 2016 Report of the U.S. Surgeon General, entitled "E-cigarette Use Among Youth and Young Adults," concluded that the use of nicotine in any form by youth is unsafe, and that nicotine exposure during adolescence can cause addiction and can harm the developing adolescent brain. The Report noted, "[e]-cigarette use among U.S. youth and young adults is now a major public health concern. E-cigarette use has increased considerably in recent years, growing an astounding 900% among high school students from 2011 to 2015."; and

WHEREAS, according to information contained on the JUUL website, the nicotine content in each 5% JUULpod, which contains approximately 0.7 mL with 5% nicotine by weight and which is intended to provide approximately 200 puffs, has the approximate nicotine yield as a pack of cigarettes; and

WHEREAS, as reported on the website for the CDC, in the United States, nearly 90% of adult smokers began smoking before the age of 18 and the younger an individual is when he or she experiments with smoking, the more likely he or she is to become a regular or daily smoker; and

WHEREAS, the City Commission finds that it is in the best interest of the City of Miami Beach and necessary to protect the health, safety, and welfare of the residents and visitors of the City to prohibit the sale of Nicotine Vaporizers and Liquid Nicotine to minors, to prohibit the possession of these items by minors, to regulate the retailers who are in possession of Nicotine Vaporizers or Liquid Nicotine for the purposes of selling the products to consumers, individuals, or the general public, and to amend and strengthen the penalties for violations of these regulations.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 70, Section 70-2, entitled, "Sale of Nicotine Vaporizers (E-Cigarettes) and Liquid Nicotine to Minors and Posession [sic] by Minors Prohibited; Penalties, of the Code of the City of Miami Beach is hereby amended as follows:

Chapter 70

MISCELLANEOUS OFFENSES

Article I. In General

* * *

Sec. 70-2. Sale of Nicotine Vaporizers (E-Cigarettes) and Liquid Nicotine to Minors ~~and~~ Prohibited; Signage Requirements for Retailers; Possession by Minors Prohibited; Penalties.

(a) *Definitions.*

Delivery sale means any sale of Nicotine Vaporizers or Liquid Nicotine to a consumer within the City for which the consumer submits the order for the sale by telephonic or other voice transmission, by mail, by delivery service, or by the Internet or other online service; or the Nicotine Vaporizers or Liquid Nicotine are delivered by use of mail or a delivery service.

Liquid Nicotine means any liquid product composed either in whole or in part of pure nicotine which can be used with Nicotine Vaporizers.

Minor means a person under the age of eighteen (18).

Nicotine Vaporizer means any electronic or battery-operated nicotine dispensing device that can be used to deliver an inhaled dose of nicotine or other substance, and any device that can be used to deliver nicotine by inhaling vaporized nicotine from the device, including, but not limited to, those devices composed of a mouthpiece, heating element, or mechanism and battery or electronic circuits that provide a vapor of Liquid Nicotine or other substances to the user. This term shall include, but is not limited to, such devices as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, an e-cigarette, an e-cigar, e-cigarillo, an e-pipe, ~~and~~ an e-hookah, and any device that is rechargeable by a USB port or other method, whether they are manufactured, distributed, marketed, or sold under any other product name, and includes any replacement nicotine cartridge, replaceable nicotine pod, liquid nicotine vial, or other container used to refill or replace nicotine for the device or product.

Retailer means any person, business, or establishment who is in possession of Nicotine Vaporizers or Liquid Nicotine for the purposes of selling the Nicotine Vaporizers or Liquid Nicotine to consumers, individuals, or the general public.

(b) *Prohibitions:*

(1) It shall be unlawful to sell, give, furnish, barter, or make available directly or indirectly a Nicotine Vaporizer or Liquid Nicotine to a minor. The buyer or recipient's identification shall be examined to confirm that the buyer or recipient is at least 18 years of age.

(2) In order to minimize the physical accessibility to minors, no person shall sell or offer for sale Nicotine Vaporizers or Liquid Nicotine by means of self-service merchandising or any other means other than vendor-assisted sales, unless access to the premises by persons under the age of eighteen (18) is prohibited by the person, business, tobacco retailer, or other establishment, or prohibited by law.

(3) A retailer or any other establishment that sells Nicotine Vaporizers or Liquid Nicotine may not place such products or devices in an open display unit unless the unit is located in an area to which access is prohibited by persons under the age of eighteen (18).

(4) It shall be unlawful for a person under the age of 18 to possess Nicotine Vaporizers or Liquid Nicotine.

(c) ~~*Penalties.*~~ *Signage requirements for Retailers.*

Any retailer or any other establishment that sells Nicotine Vaporizers or Liquid Nicotine shall post a clear and conspicuous sign where such products are sold which substantially states the following:

THE SALE OF NICOTINE PRODUCTS OR NICOTINE DISPENSING DEVICES TO PERSONS UNDER THE AGE OF 18 IS AGAINST FLORIDA LAW. PROOF OF AGE IS REQUIRED FOR PURCHASE.

Failure to post this sign shall be deemed a violation of this section.

(d) *Prohibitions and requirements regarding mail order, internet, and remote sales of Nicotine Vaporizer and Liquid Nicotine.*

A person, business, tobacco retailer, or other establishment may not make a delivery sale of Nicotine Vaporizer and Liquid Nicotine to a minor. Each person accepting an order for a delivery sale must comply with the age-verification requirements set forth as follows: A person may not mail, ship, or otherwise deliver Nicotine Vaporizer and Liquid Nicotine in connection with an order for a delivery sale unless, before the delivery to the consumer, the person accepting the order for the delivery sale, obtains from the individual submitting the order a certification that includes:

i. reliable confirmation that the individual is over the age of eighteen (18); and
ii. makes a good faith effort to verify the information contained in the certification provided by the individual against a commercially available database that may be reasonably relied upon for accurate age information; and
iii. obtains a photocopy or other image of a valid government-issued identification card stating the date of birth or age of the individual.

~~(c)~~(e)*Penalties.*

~~(1) A violation of subsections 70-2(b)(1),(2),(3), 70-2(c), and (d) shall be punished as provided in Section 1-14 of the Code of the City of Miami Beach.~~

(1) A violation of subsections (b)(1), (b)(2) or (d) by an individual eighteen (18) years of age or older, or a violation of subsections (b)(3) and (c) shall be punished as provided in Section 1-14 of the Code of the City of Miami Beach.

(2) Enhanced penalty. The following enhanced penalty shall be imposed, in addition to any mandatory penalty set forth in subsection (e)(1) above, for violations of subsections (b)(1)-(3), (c), and (d):

a. For a first violation, the city manager or his or her designee may temporarily suspend the business tax receipt of the violator, for a period not to exceed six months.

b. For a second or subsequent violation within a 12-month period, the city manager or his or her designee may revoke the business tax receipt of the violator.

~~(2)~~(3) A violation of subsections (b)(1), (b)(2), (b)(4) or (d) by a minor ~~70-2(b)(3)(4)~~ shall be punished as a non-criminal violation as follows:

a. For a first violation, ~~16~~ ~~20~~ 16 hours of community service or, instead of community service, a ~~$25~~ ~~$100~~ $25 fine. In addition, the person must attend a school-approved anti-tobacco program, if locally available;

b. For a second violation within 12 weeks of the first violation, a ~~$25~~ ~~$200~~ $25 fine; ~~or~~

c. For a third or subsequent violation within 12 weeks of the first violation, ~~for those who possess a driver's license or drivers permit,~~ the court must direct the Department of Highway Safety and Motor Vehicles to withhold issuance of or suspend or revoke the person's driver's license or driving privilege, as provided in Section 322.056, Fla. Stat.

d. Any second or subsequent violation not within the 12-week time period after the first violation~~, or for any third or subsequent violation committed by a person who does not possess a driver's license or drivers permit,~~ is punishable as provided for a first violation.

e. Any person under 18 years of age cited for committing a noncriminal violation under this ~~sub~~section ~~(3)(e)~~ must sign and accept a civil citation indicating a promise to appear before the county court or comply with the requirement for paying the fine and must attend a school-approved anti-tobacco program, if locally available. If a fine is assessed for a violation of this section, the fine must be paid within 30 days after the date of the citation or, if a court appearance is mandatory, within 30 days after the date of the hearing.

f. A person charged with a noncriminal violation under this section must appear before the county court or comply with the requirement for paying the fine. The court, after a hearing, shall make a determination as to whether the noncriminal violation was committed. If the court finds the violation was committed, it shall impose an appropriate penalty as specified in this subsection ~~(1) or subsection (2)~~(3).

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect the 27 day of October, 2018.

PASSED and ADOPTED this 17 day of October, 2018.

ATTEST:

Dan Gelber, Mayor

10/30/18

Rafael E. Granado, City Clerk

(Sponsored by Mayor Dan Gelber)
(Co-sponsored by Commissioner John Elizabeth Alemán)

Underline denotes additions
~~Strike through~~ denotes deletions
Double underline denotes additions made after First Reading
~~Double strikethrough~~ denotes deletions made after First Reading

MIAMI BEACH INCORPORATED MARCH 26, 1915

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10/9/18 Date

F:\ATTO\LOPY\ORDINANCE\Amended Prohibitions re Nicotine Vaporizers and Liquid Nicotine Second Reading.docx

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, City Attorney
DATE: October 17, 2018

10:20 a.m. Second Reading Public Hearing

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "MISCELLANEOUS OFFENSES," BY AMENDING SECTION 70-2, ENTITLED "SALE OF NICOTINE VAPORIZERS (E-CIGARETTES) AND LIQUID NICOTINE TO MINORS AND POSSESSION BY MINORS PROHIBITED; PENALTIES" BY AMENDING THE DEFINITIONS THEREIN; THE PROHIBITIONS REGARDING THE PHYSICAL ACCESSIBILITY OF NICOTINE VAPORIZERS AND LIQUID NICOTINE; PROVIDING SIGNAGE REQUIREMENTS FOR RETAILERS; INCLUDING PROHIBITIONS AND REQUIREMENTS REGARDING MAIL ORDERS, INTERNET, AND REMOTE SALES OF NICOTINE VAPORIZERS OR LIQUID NICOTINE; AMENDING THE PENALTIES FOR VIOLATIONS OF SECTION 70-2; AND PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

RECOMMENDATION

Pursuant to the request of Mayor Dan Gelber, the above-referenced Ordinance is submitted on Second Reading for consideration by the City Commission at the October 17, 2018 Commission meeting.

Ordinance will be provided via the Supplemental Agenda.

Legislative Tracking
Office of the City Attorney

Sponsor
Mayor Dan Gelber & Co-sponsored by Commissioners Aleman & Steinberg

ATTACHMENTS:

Description

- Ordinance

Amid nationwide e-cigarette 'epidemic,' Miami Beach cracks down on sales to teens

Miami Beach

By Kyra Gurney

October 17, 2018 12:25 PM, Updated October 17, 2018 09:42 PM

See the latest device that helps students sneak e-cigarettes into schools

The design of the this tiny e-cigarette doesn't turn heads when students carry it with all of their other school essentials. By Tammy Ljungblad
Up Next

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See the latest device that helps students sneak e-cigarettes into schools

The design of the this tiny e-cigarette doesn't turn heads when students carry it with all of their other school essentials. By Tammy Ljungblad

Amid skyrocketing teen e-cigarette use nationwide, the city of Miami Beach on Wednesday passed new rules designed to keep the devices away from minors.

Although federal law prohibits the sale of e-cigarettes to anyone under 18, teens in Miami Beach say they have been able to order the devices online, get an unscrupulous adult to buy them, or find a smoke shop that doesn't ask for ID. They also use delivery apps that send someone else to buy the product, enabling the teens to avoid age restrictions, according to city officials.

The devices — which have a sleek design and nicotine cartridges in appealing flavors like mango and cucumber — have become so popular at Miami Beach Senior High that teens skip class to vape in the bathroom, use the devices at lunch, and even sneak puffs in class while the teacher's back is turned, according to students and parents.

Nationwide, the use of e-cigarettes among high school students has grown by 900 percent in recent years, according to a 2016 report from the U.S. Surgeon General.

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SAVE NOW

On Wednesday, the City Commission voted unanimously to strengthen age verification requirements for businesses that sell e-cigarettes and to stiffen penalties for violators. The new rules require businesses — including online retailers, even if they're based in another city or state — to obtain proof that a customer is over 18 before mailing or delivering e-cigarettes to Miami Beach. Businesses would be required to get a copy of a customer's driver's license and verify the customer's information in a "commercially available database."

The commission also voted to impose stricter penalties on businesses that violate the law. Selling e-cigarettes to a minor is currently a second-degree misdemeanor that is punishable by a fine of up to $500 and up to 60 days in jail. Under the new rules, businesses that break the law could also have their business license suspended for up to six months and could lose it altogether for a second violation.

A collection of vape pens that have been confiscated from students at a school in Colorado. Miami Beach is cracking down on the sale of e-cigarettes to minors. NICK COTE NYT

E-cigarette use among teens "has become a healthcare problem in that children are really being marketed," said Mayor Dan Gelber, who pushed for the new legislation. "These nicotine delivery systems are becoming profit centers for tobacco companies with the idea that [teens] will be doing that for the rest of their lives," he added.

The Miami-Dade school district is also taking steps to curb e-cigarette use. This fall, the district launched an awareness campaign to educate students and parents about the dangers of e-cigarette use and train teachers and school administrators to spot e-cigarette use and vaping in schools. The district also plans to start a pilot program to install e-cigarette detection devices in several high schools.

Although e-cigarettes are marketed as a safer alternative to smoking tobacco, experts say there are still a lot of risks associated with inhaling liquid nicotine. Nicotine exposure can harm the developing adolescent brain, affect impulse control and cause attention, cognition and mood problems, according to a report from the U.S. Surgeon General. There is also strong evidence that e-cigarette use increases the risk that a teen will start smoking conventional cigarettes.

The U.S. Food and Drug Administration recently announced a crackdown on youth e-cigarette use, which the administration referred to as an "epidemic." In September, the FDA announced that it had issued more than 1,300 warning letters and fines to retailers who sold e-cigarettes to minors. The administration also gave five e-cigarette manufacturers 60 days to come up with a plan to keep their products away from teens. Otherwise, the FDA warned, some products could be taken off the market.

E-cigarette sales weren't the only activity commissioners restricted on Wednesday. The City Commission also voted to create "slow speed, minimum wake" zones for motorboats and personal watercraft near nine bridges in an effort to curb saltwater corrosion. Engineers blame motor-operated water vessels speeding under the causeway and shooting saltwater into the air for accelerating corrosion under the MacArthur Causeway, which required extensive repairs this year that have caused traffic congestion. A final vote on the speed restrictions is scheduled for Dec. 12.

Commissioners also voted to reduce the number of Ocean Drive establishments exempt from certain eastbound noise restrictions as part of the city's ongoing effort to make the iconic street quieter and more family-friendly.

Miami Herald staff writer Colleen Wright contributed to this report.

Town of Miami Lakes
Memorandum

To: **Honorable Vice Mayor & Councilmembers**

From: **Honorable Mayor Manny Cid**

Subject: **Residential Privacy Fence**

Date: **September 10, 2019**

Recommendation:

I would like to amend the code to allow 8 foot privacy fences for single family homes adjacent to commercial properties, multi-family units that exceed the height of the adjacent property or if there is a garbage dumpster adjacent to the property

Fiscal Impact: Minimal
Guiding Principles: 1,2, 14
Objectives: 4.5, 5.2

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Councilmember Carlos Alvarez**

Subject: **New Lobbying Services**

Date: **September 10, 2019**

Recommendation:

It is my understanding that our current agreement with Southern Strategies will end this fiscal year. I believe Southern Strategies has provided inadequate services to our Town by failing to assist us with necessary information regarding new legislation, failing to advocate our Town's legislative priorities to Representatives and Senators alike, by failing to provide adequate communication to our governing body about the status of pending legislation. For instance, this past year many meetings were cancelled, scheduling of meetings with legislative officials and with our lobbyist was difficult, feedback on pending legislation was often "cookie-cutter" and not relevant to the Town's concerns. Instead they were general Miami-Dade County matter. Issues that were of concern, such as the "Tree Cutting Statute" were not brought to the Town's attention. Worse of all, a necessary infrastructure project was surprisingly vetoed by the Governor.

For all these reasons, I would like my colleagues to support my motion to direct staff to begin development of a scope for lobbying services that will adequately ensure that our Town receives the proper and necessary representation and advocacy in Tallahassee, and to begin the procurement of a new lobbyist for our Town.

Fiscal Impact: $25,000 (remainder of Fiscal year 2020) – approximately $50,000/yr, after Fiscal year 2020
Guiding Principles: 2,3,4,14
Objectives: 1,2,3,4,5,6

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Councilmember Luis Collazo**

Subject: **Golf Cart Friendly Zones/Districts**

Date: **September 10, 2019**

Recommendation:

I wanted to have a discussion with my colleagues regarding the establishment of a Golf Cart Friendly Zone/District.

Being that the Loch Lomond area abuts a golf course, I would like to see if a pilot district or zone could be created for this area, before considering other areas in the community.

Attachments:

Resolution

Fiscal Impact: Minimal
Guiding Principlas: 2,14
Objectives: 1, 4

Town of Miami Lakes
Memorandum

To: **Honorable Vice Mayor & Councilmembers**

From: **Honorable Mayor Manny Cid**

Subject: **Purple Heart Parking/Veteran Parking Space**

Date: **September 10, 2019**

Recommendation:

*This item requires the waiver of item 7.2 of the Special Rules or Order

Recently, one of Miami Lakes Purple Heart Veterans spoke to me regarding co-designating the Purple Heart Parking space as Purple Heart Parking / Veterans Parking. We would add an additional sign to the current Purple Heart sign stating "Veterans Only Parking" with the seals of the Air Force, Army, Coast Guard, Marine Corps and Navy.

Fiscal Impact: Minimal
Guiding Principles: 2,3,4,14
Objectives: 5

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Councilmember Luis Collazo**

Subject: **Palmetto Express Lanes**

Date: **September 10, 2019**

Recommendation:

I have received numerous calls from residents regarding the implementation of FDOT Express Lanes. Many residents have expressed anecdotal concerns that commute times have been extended rather than shortened, and have also expressed dissatisfaction that the only entry point onto the Express Lanes is at 67th Avenue.

I would like to have a discussion with my colleagues with regard to requesting from FDOT removal of the express lanes all together. If removal is not possible then I would like to discuss, at a minimum petitioning FDOT to redesign the approach to allow traffic to enter at 154th Street.

Fiscal Impact: Minimal
Guiding Principlas: 1, 2, 14
Objectives: 1, 4, 6

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Councilmember Luis Collazo**

Subject: **Funding Source and Timeline for Implementation for Future New Business**

Date: **September 10, 2019**

Recommendation:

*This item requires the waiver of item 6.9 of the Special Rules of Order

I wanted to have a discussion with my colleagues requiring all new business items to have identified funding sources for implementation and a timeline incorporated into the memorandum or in the discussion of the item when being presented.

If adopted as a "best "practice," I believe that this would help manage our expectations with respect to the challenges faced by management in completing projects with unidentified funding sources.

Attachments:

Resolution

Fiscal Impact: Minimal
Guiding Principlas: 2,3, 4, 14
Objectives: 5

Town of Miami Lakes
Memorandum

To: **Honorable Vice Mayor & Councilmembers**

From: **Honorable Mayor Manny Cid**

Subject: **Report on Florida League of Cities Annual Conference**

Date: **September 10, 2019**

Oral Report on Florida League of Cities Annual Conference

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Canal Bank Project - Soil Erosion**

Date: **September 10, 2019**

Recommendation:

This report is intended to be informational. However, actions may result of this item.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Line of Credit**

Date: **September 10, 2019**

Recommendation:

On August 30, 2019, I declared a State of Emergency for the Town of Miami Lakes in response to the imminent threat from Hurricane Dorian. During the days that followed, the Town evaluated its resources and capacity to address the Hurricane and possible aftermath. We quickly surmised that the Town did not possess the financial resources necessary to assist and address a hurricane of Dorian's magnitude. Accordingly, under a state of emergency, we began to look into the possibility of procuring an emergency line of credit. Today, the threat of Dorian has left us, while leaving a deep mark on our neighboring nation of the Bahamas, and battering Cities and States to our North.

At this time I would like to look into the possibility of preparing a scope for the procurement of a line of credit to ensure that if and when a declaration of emergency becomes a reality for our Town, that our Town has a secure financial means to respond and protect our residents

This report is intended to be informational. However, actions may result of this item.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Town Manager Monthly Police Activity Report**

Date: **September 10, 2019**

Recommendation:

Please see attached report.

Attachments:
TML Monthly Council Meeting Crimes Report
TML- August Report

Miami Dade Police Department, Town of Miami Lakes

TML Crime Report August 31, 2019

Section 1 – COMPSTAT CRIMES

Crime	***Auto Theft** (**42 incidents** as of 08/31/2019. Date of last incident 07/30/2019)*
Statistical Info	*63 Incidents PYTD*
Trends	*Vehicles stolen overnight from commercial plazas and apartment complex parking lots.*
Action Taken	• *Officers have been assigned directed patrols. They are directed to remain highly visible at the various commercial plazas, apartment and townhome complexes, and hotels in their respective areas.* • *Current auto theft information as well as BOLOs and Informational flyers are regularly shared with the TML Officers.*
Crime	***Theft** – (**84 incidents** as of 06/30/2019. Date of last incident 08/27/2019)*
Statistical Info	*90 Incidents PYTD*
Trends	*Retail Theft, Unattended Property*
Action Taken	• *Officers continue to be assigned Directed Patrols at all shopping plazas in their assigned areas in order to provide greater visibility in an effort to discourage retail theft.*

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

Day / Date / Time	*Saturday / July 27, 2019 / 3:13 am*
Location	*7240 Miami Lakes Drive*
On Saturday, July 27, 2019, at approximately 3:13 am, Officers were dispatched reference a suspicious male casing vehicles. Officers located a male subject wearing dark clothing (hoodie) exiting a dimly lit apartment complex parking lot. Upon making contact, officers found the subject was in possession of two large screwdrivers concealed in his underwear and a pair of black gloves in his pockets. The subject was subsequently arrested for Loitering and Prowling and possession of burglary tools.	

Day / Date / Time	*Monday / July 29, 2019 / 6:35 am*
Location	*8707 NW 146 Lane*

On Monday, July 29, 2019, at 6:35 pm, a GIU Detective submitted an arrest affidavit for the co-defendant of a grand theft auto incident that occurred on July 5, 2019. The GIU Detective investigated the original incident and discovered that two subjects burglarized a vehicle parked at the victim's residence and discovered a key to another of the victim's vehicles parked in the driveway. Shortly thereafter, the subjects posted a video on Instagram of themselves bragging that they were driving in the stolen vehicle. The vehicle was found abandoned the following day. Detective Nieves shared the images with Northside Detectives and subsequently identified one of the subjects and arrested him on July 13, 2019. An arrest affidavit for the vehicle burglary incident and GTA was submitted after the co-defendant was identified.

The GIU Detective also submitted additional arrest affidavits for several vehicle burglary incidents involving the same individuals during the same evening. Video surveillance footage that was collected showed the subjects burglarizing numerous vehicles at different residences.

Day / Date / Time	*Thursday / August 1, 2019 / 6:00 am*
Location	*7980 NW 156 Terrace*

On Thursday, August 01, 2019, at approximately 6:00 am, a GIU Detective was called out regarding two vehicle burglary subjects being detained. Midnight shift officers were dispatched to a residence reference subjects burglarizing their vehicle. Upon arrival, one subject was taken into custody while the other fled on foot. A perimeter was quickly established. Aviation and K-9 responded and located the subject. Both subjects were subsequently charged with two counts of vehicle burglary.

Day / Date / Time	*Friday / August 9, 2019 / 1:40 pm*
Location	*9010 NW 145 Street*

On Friday, August 09, 2019, at approximately 1:40 pm, a GIU Detective submitted an arrest affidavit for a June 02, 2019 auto theft incident. Officers were dispatched to 9010 NW 145 Street reference a stolen vehicle. The next day, June 03, 2019, the vehicle was recovered in Hialeah after a witness called police to advise he had seen three suspicious males next to a vehicle and that they left the area on foot. The subjects abandoned the victim's vehicle near the witness's home and he was able to provide a detailed description of the subject who had been the driver of the vehicle. The witness also noticed that the subject had an ankle monitor. The GIU Detective received information of a recent arrest of involving a known auto theft subject that had been arrested while wearing an ankle monitor. The GIU Detective created a lineup that was presented to the witness who positively identified the arrestee. The GPS locations from the Arrestee's ankle monitor confirm that he was at the victim's residence when the vehicle was stolen and at the location where it was recovered.

Miami Dade Police Department, Town of Miami Lakes

TML Crime Report August 31, 2019

Day / Date / Time	*Wednesday / August 14, 2019*
Location	*7450 Sabal Drive*
On Wednesday, August 14, 2019, a GIU Detective exceptionally cleared a June 10, 2019 auto theft incident after Hialeah Gardens Police arrested a subject in the occupied stolen vehicle in their jurisdiction.	
Day / Date / Time	*Wednesday / August 14, 2019*
Location	*67 Ave / Main Street*
On Wednesday, August 14, 2019, A GIU Detective unfounded an auto theft incident that was reported on July 23, 2019. The victim originally reported that his vehicle was stolen from the area of 67 Avenue and Main Street. The victim advised that after parking the car and visiting several establishments in the area, he felt ill and walked home. When he returned that following day, he was unable to locate his vehicle and reported it stolen. On August 13, 2019, A TML Officer located the victim's vehicle properly parked approximately 2 blocks away from where it was reported stolen. The GIU Detective interviewed the victim who advised that he was now realizes that he forgot where he parked his car because he was intoxicated. He was apologetic and advised that he erroneously reported the vehicle stolen. The theft incident was unfounded.	

MIAMI DADE POLICE DEPARTMENT

CAS Compstat Targeted Crimes Year To Date - 74Y

Date Range: Jan 01, 2019 - Aug 31, 2019

095 - TOWN OF MIAMI LAKES

	2018 LYTD	2019 YTD	YTD % Change	Difference
01 Homicide	1	0	-100.00%	-1
02 Forcible Sex Offenses	1	2	100.00%	1
03 Robbery	8	8	0.00%	0
04 Larceny (Over)	90	84	-6.67%	-6
05 Auto Theft	63	42	-33.33%	-21
06 Burglary Commercial	6	6	0.00%	0
07 Burglary Residential	20	16	-20.00%	-4
08 Aggravated Assault	5	9	80.00%	4
09 Aggravated Battery	3	3	0.00%	0
TOTAL:	197	170	-13.71%	-27

/0 - Indicates that Percent Change formula cannot be divided by zero

Incident Date Range: Jan 01, 2019 - Aug 31, 2019
Division:
Agency: 095
Grids:
For Agricultural Patrol Section: N
Exclude UNFOUNDED cases
Exclude AOA's
Report Written = 'Y'
CAS Package

‘

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Rual Gastesi, Town Attorney**

Subject: **Attorney’s Reports**

Date: **September 10, 2019**

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are bing referred to our insurance carrier to mitigate the Town’s legal expense.

Background:

Michael Pizzi JR. v. Town of Miami Lakes
On September 10, 2019 oral arguments on the merits of the briefs filed will be heard by the appellate court.

Juan Valiente v. Town of Miami Lakes
Matter continues to be litigated. Costs and expenses are likely.

Six Month Review