



AGENDA

Town of Hillsboro Beach Commission Meeting

January 5, 2021
9:00 AM



MAYOR

Honorable Deborah L. Tarrant

VICE MAYOR

Honorable Irene Kirdahy

COMMISSIONERS

Honorable Vicky Feaman
Honorable Barbara Baldassarre
Honorable Andrew R. Brown

TOWN MANAGER

William "Mac" Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

1210 Hillsboro Mile
Hillsboro Beach, FL 33062
954-427-4011

www.TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

January 5, 2021 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR DEBORAH L. TARRANT
VICE MAYOR IRENE KIRDAHY
COMMISSIONER VICKY FEAMAN
COMMISSIONER BARBARA BALDASARRE
COMMISSIONER ANDREW R. BROWN

TOWN MANAGER WILLIAM 'MAC' SERDA, ICMA-CM
TOWN ATTORNEY DONALD J. DOODY, ESQ
TOWN CLERK SHERRY D. HENDERSON, CMC

YOU ARE HEREBY NOTIFIED that a Regular Town Commission Meeting will be held Tuesday, January 5, 2021, at 9:00 AM. A quorum of the Town Commission will be physically present at the meeting. However, to ensure compliance with CDC recommendations for public safety, the meeting will utilize communications media technology with most Town staff participating via video conferencing. **LIVE ZOOM Meeting number: 878 4736 1566 Passcode: 951699**

A. PROVIDING PUBLIC COMMENT

Persons desiring to provide public comment may do so by one of the methods listed below. Please be sure to include your name and address for the record. Your comments will be limited to three minutes per person.

- **VIA EMAIL** – Public comments and documents may be submitted via email to TownClerk@TownofHillsboroBeach.com. Comments will be read aloud to the Commission and public and incorporated into the record. Emails will be accepted up until the end of the Public Comment portion of the Meeting.

LIVE ZOOM PARTICIPATION – If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

A. December 1, 2020 Board of Zoning & Appeals Meeting Minutes

B. December 1, 2020 Regular Town Commission Meeting Minutes

II. DISCUSSION

A. Discussion on Virtual Town Commission Meetings

III. RESOLUTIONS & CONTRACTS

A. **Resolution No. 2021-01** Consideration to Approve & Authorize Appropriate Town Officials to Execute an Agreement Between the Broward County Supervisor of Elections Office and The Town of Hillsboro Beach to Conduct the Town's Municipal Election on March 9, 2021.

B. **Resolution No. 2021-02** Consideration to Accept Proposal Terms from Calvin, Giordano & Associates (CGA) to Assist the Town During the Design Phase of the Florida Department of Transportation's (FDOT) Project on SR A1A within the Town Limits; and Authorize Appropriate Town Officials to Waive Procurement and Execute Agreement with CG&A for Consulting Services.

C. **Resolution No. 2021-03** Consideration to Approve and Authorize Appropriate Town Officials to Execute Agreement with Utility Consultants of Florida, for RFQ No. 2020-001 Town of Hillsboro Beach Easement Acquisition & Burying Utility Lines.

D. **Resolution No. 2021-04** Consideration to Authorize the Purchase of one (1) 2021 Ford Interceptor Utility Patrol Marked Vehicle for Police Department from Bartow Ford, Piggybacking the Terms of the Charlotte County, Florida Contract #2018000509.

E. **Resolution No. 2021-05** Consideration to Approve and Authorize Appropriate Town Officials to Execute the First Amendment to the Participation Agreement & Regional Interlocal Agreement with Broward County for E-911 Communications Systems.

F. **Resolution No. 2021-06** Consideration to Approve and Adopt Resolution Supporting the Recommendations Set Forth in the Audit of the Broward County Animal Care and Adoption Division, Report No. 21-05, Dated December 16, 2020.

IV. CONSENT

A. INVOICES FOR APPROVAL

1. **Akerman:** Invoice #9624910 Services rendered thru 10/31/2020 **\$4,950.00**

2. **Akerman:** Invoice #9624911 Services rendered thru 10/31/2020 **\$5,538.20**

3. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #34013 Services rendered from 11/23/2020 thru 12/23/2020 (General Matters) **\$3,451.90**

4. **LSF:** Invoice #20-1130-26 November 2020 **\$5,615.88**

5. **Moffatt & Nichol :** Invoice #00757189 December 2020 **\$10,953.75**

V. STAFF UPDATES

A. POLICE DEPT

Presented by Chief Szesnat

1. Recognition of Officer Maria Stengel recipient of the "2020 Police Officer of the Year" Award

2. November 2020 Report

B. FINANCE DEPT

Presented by Stephen Bloom, Inframark

C. BUILDING DEPT

Presented by Steve Mitchell, Building Official, CG&A

D. CODE ENFORCEMENT

Presented by Mario Sotolongo

VI. TOWN MANAGER REPORT

A.

Paint Town Hall Update

Gemstone Builders - Exterior Renovations

Shredding & Recycle Event - Sat. Jan 16, 2021 (9am -12pm)

Blood Drive Sat. Jan. 16, 2021 (8am-1pm)

VII. TOWN ATTORNEY REPORT

VIII. TOWN COMMISSION COMMENTS/REPORTS

IX. PUBLIC COMMENTS

X. ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Town Commission, Special Master or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person 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. The meeting/hearing may be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact Sherry D. Henderson, IIMC-CMC, Town Clerk (954) 427-4011 Town Hall - 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062.



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
BOARD OF ZONING & APPEALS MEETING
DECEMBER 1, 2020**

TUESDAY

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:00 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Deborah L. Tarrant

Commissioner Vicky Feaman (via Zoom)

Vice Mayor Irene Kirdahy

Commissioner Barbara Baldassarre

Town Staff:

Town Manager Mac Serda

DJ Doody, Town Attorney

Town Clerk Sherry D. Henderson, CMC (via Zoom)

Absent:

Commissioner Andrew R. Brown

Town Manager Mac Serda explained this live meeting was being held with a quorum present in Town Hall following the expiration of the Governor's order allowing for online meeting and outlined the procedure to be followed for online participation by the public. He explained the notice given and provided instruction on the Zoom system being utilized to host the meeting online. He further noted public comment was being accepted by email, as well as on the Zoom system.

I. APPROVAL OF AGENDA

Motion made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to approve the agenda as presented. In a roll call vote, the **motion** passed unanimously. (4-0)

II. QUASI-JUDICIAL PUBLIC HEARINGS

- A.** Artificial/Synthetic Turf Permit Application Submitted by Tom Laubenthal with Landscape Architect Consultants, Inc., Authorized Agent for property located at 931 Hillsboro Mile, Hillsboro Beach, FL 33062

Town Attorney DJ Doody swore in all those giving testimony at the hearing.

Town Planner Joe Arenal presented the request, which was for the use of artificial synthetic grass over underground water retention storage tanks located on both sides of the entry driveway. The total area of the proposed artificial synthetic turf is approximately 2,550 square feet. He stated owner Robert Cucinotta and representative Tom Laubenthal were present. Mr. Arenal added that the Town had received a letter from the Civil Engineer endorsing the synthetic turf as having no impact on drainage.

Mr. Arenal stated staff recommended approval subject to the following comments:

- FDOT approval as required
- Owner to agree the designated areas are not intended for parking

Robert Cucinotta explained he was new to Hillsboro Beach and would appreciate support of the application to complete his project.

Tom Laubenthal with Landscape Architect Consultants provided a background on the project. He noted the objective was to provide an appropriate aesthetic in a place not conducive to growing. He noted the applicant had no issue with the comments from staff. He stated it was his belief the synthetic turf had stayed clear of the FDOT area, restricting usage to the area covering the underground storage tanks

Mr. Arenal and Mr. Laubenthal discussed the location of the proposed turf in relation to the FDOT right-of-way and the property lines. Mr. Laubenthal stated the applicant was amenable to seeking FDOT approval if required.

Vice Mayor Kirdahy asked for clarification on the location of the turf and noted it might be impacted by the upcoming Florida Department of Transportation (FDOT) project to raise the road.

Mr. Cucinotta stated he understood the FDOT project was pending and had no issues with changes as necessary to accommodate.

Town Attorney DJ Doody asked the criteria in Town Code Sec. 12-396 be added if the Board chose to approve the request.

Mayor Tarrant asked for clarification regarding the underground water storage tanks.

Mr. Laubenthal explained the method was being used for drainage, including structural tanks for more efficient management of water. He provided additional details on the method.

Mayor Tarrant stated it sounded as though FDOT should be looking at the tank option when raising the road. She asked how the agreement that the space would not be used as parking would be enforced.

Mr. Arenal stated that would be a Code Enforcement issue.

Mayor Tarrant noted it was important for the owner to understand this would be an ongoing restriction Code Enforcement was aware of.

Mayor Tarrant opened a public hearing on the application, however, there being none to speak, closed the public hearing.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldassarre, to approve the application subject to Town Code 12-396 and subject to conditions recommended by staff. In a roll call vote, the **motion** passed unanimously. (4-0)

III. ADJOURNMENT

Motion made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to adjourn the meeting. In a roll call vote, the **motion** passed unanimously. (4-0)

There being no further business to come before the Board of Zoning and Appeals, the meeting was adjourned at 9:21 a.m.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
DECEMBER 1, 2020**

TUESDAY

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

The Regular Commission Meeting began immediately following the adjournment of the Board of Zoning & Appeals Meeting.

Mayor Deborah L. Tarrant called the Regular Commission Meeting to order at 9:21 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Deborah L. Tarrant

Vice Mayor Irene Kirdahy

Commissioner Vicky Feaman (via Zoom)

Commissioner Barbara Baldassarre

Town Staff:

Town Manager Mac Serda

DJ Doody, Town Attorney

Town Clerk Sherry D. Henderson, CMC (via Zoom)

Absent:

Commissioner Andrew R. Brown

Town Manager Mac Serda explained this live meeting was being held with a quorum present in Town Hall following the expiration of the Governor's order allowing for online meeting and outlined the procedure to be followed for online participation by the public. He explained the notice given and provided instruction on the Zoom system being utilized to host the meeting online. He further noted public comment was being accepted by email, as well as on the Zoom system.

APPROVAL OF AGENDA

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to approve the meeting agenda as printed. In a roll call vote, the **motion** passed. (4-0)

I. APPROVAL OF MINUTES

A. Minutes of the November 10, 2020 Regular Meeting

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to approve the minutes from the November 10, 2020 Regular Meeting as printed. In a roll call vote, the **motion** passed. (4-0)

II. PRESENTATIONS

A. Proclamation of Election – March 9, 2021

Mayor Tarrant presented a proclamation announcing a General Municipal Election would be held for the Town of Hillsboro Beach on March 9, 2021 in the Community Room at Town Hall from 7 a.m. to 7 p.m. She stated those wishing to run for any of the three (3) Commission seats up for election, each two (2) year terms, could apply with the Town Clerk between 12 noon, Monday, January 4 and 12 noon, Monday, January 11, 2021.

III. ORDINANCES

A. Ordinance No. 2020-07 An Ordinance of the Town Commission of the Town of Hillsboro Beach, Florida, amending the Town's Code of Ordinances by Amending Chapter 7 Entitled "Offenses and Miscellaneous Provisions" by Specifically Amending Article 1 Entitled "In General" and Creating Section 7-4 to be Entitled "Discharge Prohibition"; Prohibiting the Discharge of Pollutants into the Atlantic Ocean or the Intracoastal Waterway; Providing for Specific Prohibition; Providing for Enforcement by the Town Manager; Providing for Enforcement Actions; Providing for Severability; Providing for Conflicts; Providing for Codification; Providing for an Effective Date. (Second Reading)

Town Attorney DJ Doody read the Ordinance by title only.

Mayor Tarrant opened the Ordinance to public comment, however there being none to speak, closed the public hearing.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to adopt Ordinance 2020-07. In a roll call vote, the **motion** passed. (4-0)

IV. RESOLUTIONS & CONTRACTS

A. Resolution No. 2020-73 Consideration to Approve and Accept the Water Supply Facilities Work Plan 2020 Update Report Prepared by Redevelopment Management Associates and Chen Moore Associates

Mr. Doody read the Resolution by title only.

Mr. Serda explained the water plant was required to do a 10-year forward growth review every five (5) years. He stated the plan was before the Commission for review and forward to the Water Management District, noting the expectation was that the water plant had ample capacity to meet the needs of any potential development and irrigation needs.

Christopher J. Brown with RMA, which serves as Town's Planner, introduced the subcontractor Peter Moore with Chen Moore, Inc., who presented the review.

Mr. Moore stated the requirement for a collaborative process was laid out by South Florida Water Management District and presented the document. He explained the Statutory requirements were listed within the report and provided background information, then walked through the highlights of an overall summary of the report.

Mayor Tarrant provided feedback on the wording on several pages of the report and asked for staff to make clarifications. She referenced an article in the newspaper the day before regarding Delray Beach's water supply and asked staff to research the PFAS chemical level in the Hillsboro Beach water.

Discussion ensued regarding water analysis and the age of water pipes in Hillsboro Beach.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to approve Resolution 2020-73 with recommended clarifications. In a roll call vote, the **motion** passed unanimously. (4-0)

B. Resolution No. 2020-74 Expressing Support for Specific Key Elements of the Design and Specifications Currently Being Developed by the Florida Department of Transportation (FDOT) Relative to the Improvements to be Made to that Portion of State Road A1A Located in Hillsboro Beach, Florida.

Mr. Doody read the Resolution by title only.

Mayor Tarrant stated there were six (6) parameters listed within the Resolution, and read those as follows:

- Vehicle lanes to be maintained as presently exists and in any event no less than eleven (11) feet in width
- Limit bike lanes to four (4) feet
- Sidewalk beginning at S.E. 10th Street and terminating at Opal Tower (1150 Hillsboro Mile)
- Elevating the southern portion of Town to eliminate flooding due to king tides, increased rainfall intensity and incorporating Broward County's projected sea-level rise into design
- Maintain 35 mph speed limit
- Additional crosswalks at Imperial and Le Baron, illuminated crosswalks at all crosswalks in Town

Mayor Tarrant asserted she had requested the Resolution so that there was no confusion about the position of those representing the residents.

Vice Mayor Kirdahy stated she agreed with the engineers in wanting to keep the width of the road consistent throughout. She asserted she understood from the November 10, 2020 meeting what the residents had previously agreed to, but she had a concern going forward regarding increased traffic. She stated she would like to see the sidewalk extended to Le Baron to give more residents the ability to walk.

Commissioner Baldassarre added that a walker had expressed concern that there was only a walkway on one (1) side of the road because it required walking with their back to traffic in one (1) direction. She noted there was nothing within the plan that provided for a berm or separation from the highway.

Vice Mayor Kirdahy stated she did feel a sidewalk was safer than walking on the road, with or against traffic.

Mayor Tarrant asserted there was always the option of putting in a sidewalk on the east side on the south part of Town.

Vice Mayor Kirdahy stated she wanted to make sure all issues were thought of, because the road plan would not be reviewed again soon.

Mayor Tarrant stated it was clear in 2015 that most residents do not want the tranquility of the Town disrupted anymore than it is. She asserted the only reason it was reviewed was because the residents were told the flooding would be fixed in exchange for some

compromise on the parameters.

Commissioner Feaman stated she was more concerned with the level of road raise because she did not believe what was planned would be nearly enough.

Vice Mayor Kirdahy asserted additional height was discussed, and the plan was being reviewed for specifics. She noted additional drainage was also being examined, and stated the team was going to be sure it was done correctly. She explained pump-outs and backflow preventers were also necessary.

Mayor Tarrant stated they needed to get direct involvement from Dr. Jennifer Jurado, Resilience Officer for Broward County regarding the resiliency issues she had presented at the Florida Shore and Beach Preservation Association (FSBPA) Conference.

Mr. Serda stated he had sent the studies and reports to Stanley Consultants and FDOT and noted it would be helpful to engage an engineering firm to officially submit comments directly into the project design.

Commissioner Feaman asked what was holding the project designers back from raising the road two (2) feet or more as requested.

Mayor Tarrant stated the main issue was the transition to driveways and work on private property. She asserted it may be difficult, but it can be done. She noted that in Miami-Dade County, they had raised the sidewalks four (4) feet, but it had created its own drainage issues. Mayor Tarrant stated she did not believe FDOT was amenable to more than the six (6) inches they had proposed.

Commissioner Feaman stated they would need to address those issues, because the road needed to be raised a minimum level far beyond the six (6) inches being discussed.

Mr. Serda stated the Town wanted to use one (1) source regarding sea level rise, and the FDOT was looking at a different source. He noted Broward County's report is recent, but he suspected the FDOT report was older.

Mayor Tarrant stated the initial project was Metropolitan Planning Organization (MPO) looking to add bike lanes and sidewalks, not FDOT, and there was no flooding benefit within the project. She added that the compromises had come in when discussing those changes.

Vice Mayor Kirdahy asserted that the project she presented to the MPO was approved based on sea level rise.

Discussion ensued regarding bike lanes and Complete Streets requirements.

Town Clerk Sherry D. Henderson read public comments regarding the Resolution.

John Carlson, 975 Hillsboro Mile, stated the Resolution would allow the project to continue while only raising the height six (6) inches. He asserted residents suggest the minimum elevation of the lowest edge of State Road A1A should be 3.9ft NAVD88 and this statement should be incorporated into the resolution instead of the Broward County reference.

Asa Loof, 1091 Hillsboro Mile, stated the presentation at the November 10, 2020 meeting included changes from the proposal agreed upon by residents. Further suggested the Commission revert back to the original parameters already agreed upon.

Dennis Alter, Hillsboro Beach resident (since 1978), stated he had an objection to the width of the bike lanes and other changes from the agreed upon parameters of the project. He noted it was the right decision in 2015 and it was the right decision now.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman to approve Resolution 2020-74 as presented. In a roll call vote, the **motion** passed unanimously. (4-0)

C. Resolution No. 2020-75 Consideration to Approve the Ranking as Recommended by the Selection Committee and Authorizing the Proper Town Officials to Negotiate an Agreement with the Top Ranked Firm for Engineering Services. (RFQ 2020-001 Easement Acquisition & Burying Utility Lines)

Mr. Doody read the Resolution by title only.

Mr. Serda stated the project was to make sure the Town had the easements in existence should funding come available to bury the utility lines. He noted an engineer needed to look at each parcel and determine where it was best to position equipment, then Town staff could work with residents regarding the easements as needed. He noted there would later be a discussion regarding tying payment to success in order to protect the Town.

In response to a question from Mayor Tarrant, Mr. Serda stated the Selection Committee was made up of the Water Plant Manager and Building Official.

Commissioner Baldasarre asked for clarification regarding utility poles and whether there was a right-of-way present.

Mr. Serda stated the poles were typically on rights-of-way.

Mr. Doody stated there was most likely an easement in place where poles were placed. He

noted FP&L would have thorough documentation.

Discussion ensued regarding easements and the undergrounding of utilities.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve Resolution 2020-75 as presented. In a roll call vote, the **motion** passed. (4-0)

D. Resolution No. 2020-76 Consideration to Waive the Competitive Procurement Process and to Authorize the Payment of \$49,995.00 to USA Software, Inc. to Modify the Town's Software and Server Updates to Comply with the National Incident Based Reporting System (NIBS) and the Florida Incident Based Reporting System (FIBRS).

Mr. Doody read the Resolution by title only.

Mr. Serda explained police departments throughout the country submitted crime information annually, and the mechanism was being transitioned to a new program. He stated from an operational perspective, computer programming was needed in order to meet the new national requirements. He noted this was a sole source customization and was fully funded by a grant.

Mayor Tarrant asked if this change offered a national database to allow states to speak to one another more efficiently.

Police Chief Jay Szesnat explained Police Departments now report crimes biannually in January and June, and this shift is to allow more thorough crime reporting on a monthly basis. He stated Hillsboro Beach had served as one of two (2) agencies in the State to pilot the program.

Discussion ensued regarding how information is shared between agencies and crime analysis on a state and national level.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to approve Resolution 2020-76 as presented. In a roll call vote, the **motion** passed. (4-0)

E. Resolution No. 2020-77 Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Second Amendment to the Employment Agreement Between the Town of Hillsboro Beach and Town Manager Mac Serda.

Mr. Doody read the Resolution by title only.

Mayor Tarrant made clarifications regarding the wording within the amendment, including

changing the reference to the increase from COLA to merit.

Mr. Doody stated the wording would be corrected with an amendment.

Mayor Tarrant noted that the waiver of an increase to the Town Manager's car allowance was not necessary. She stated that Mr. Serda had not received an increase to his car allowance in several years and it should be raised \$50 per month as previously discussed.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to amend the second amendment to the employment agreement to reflect a five (5) percent merit increase and an increase to the car allowance of \$50 per month. In a roll call vote, the **motion** passed. (4-0)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to approve Resolution 2020-77 as amended. In a roll call vote, the **motion** passed. (4-0)

IV. CONSENT AGENDA

A. Invoices for Approval

1. **Akerman:** Invoice # 9581987 Services rendered thru 06/30/2020 **\$21,604.60**
2. **Akerman:** Invoice # 9590833 Services rendered thru 07/31/2020 **\$16,844.10**
3. **Akerman:** Invoice # 9610445 Services rendered thru 09/30/2020 **\$29,692.10**
4. **Gardner, Bist, Bowden, Bush, Dee:** Invoice #10016 Services rendered 10/01/2020 thru 10/30/2020 **\$2,580.00**
5. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #33764 Services rendered from 10/01/2020 thru 10/30/2020 **\$7,086.25**
6. **Inframark :** Invoice #57305 November 2020 **\$7,352.12**

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to approve the Consent Agenda as written. In a roll call vote, the **motion** passed. (4-0)

VI. BEACH REPORT

A. Update on Town of Hillsboro Beach and City of Deerfield Beach Joint Project

Mr. Serda stated the scope of work for a Request for Qualifications (RFQ) for an engineer on the joint project had been reviewed and edited from both sides, and Deerfield Beach's procurement office was looking at it now. He noted the Town Attorney was reviewing to be sure the Town was protected as needed and said the selection committee representatives from the Town of Hillsboro Beach would be Mr. Serda and the Building Official. He stated a weekly standing meeting had been set since the last Commission meeting.

Mayor Tarrant asked if it were possible the project would be able to cooperate with the Boca Raton Sand Barge Project.

Mr. Serda stated it was his understanding that they anticipate piggy backing on that project, but details had not been worked out at this point.

Mayor Tarrant asked how timing for State funding and the Boca Raton project lined up.

Mr. Serda clarified that Hurricane Dorian FEMA funds were in place, but there was not likely to be time to apply for State funding prior to the Boca Raton project.

Mayor Tarrant asked if Deerfield Beach was willing to move forward without outside funding sources.

Tim Blankenship with Moffat & Nichol stated the Town of Deerfield Beach also had FEMA funding from Hurricane Matthew which had not been spent.

Vice Mayor Kirdahy stated she was being asked for a timeline for covering the Deerfield Beach groins.

Mr. Serda stated the window would be November 2021 to March 2022. He added that getting the engineer selected will be a large component to moving the project forward. He noted the phone calls with Deerfield Beach had been very cooperative and the momentum was alive.

B. Mitigation Study Update

Dr. Jackie Brower with Moffat & Nichol provided a brief update on the feasibility study. She noted the application had been submitted to FEMA, and as soon as funds were obligated, the study would be started. She added that she expected approval within the month of December.

Mayor Tarrant shared photos of the coast of Naples and Miami where breakwaters were installed to address erosion on the beach. She noted that downdrift of any structure there was erosion and pointed out that whatever recommendations come as a result of the

study, there are downdrift impacts. She stated if breakwaters had been installed in 2012 when recommended, the Town would now be dealing with the side effects of those breakwaters, with erosion being pushed farther into Hillsboro Beach.

Continuing, Mayor Tarrant asserted that the Commission would need to be aware of the potential impacts of any solutions proposed by the engineers. She stated they would need to listen to the recommendation of the engineers, but as the front line in protecting the Town's interests, they needed to be leery.

Dr. Brower stated the issue was a complex one. She noted if there was a magic solution, the State of Florida would already be doing it, but this inlet to inlet analysis would make a valid and holistic recommendation, along with management of whatever solution was put in place.

C. U.S. Army Corps of Engineers - Maintenance and Sand Bypass Permit Extension for Hillsboro Inlet District

Dr. Brower provided a brief summary, noting this was a 10-year renewal that had been managed since the 1960s. She noted the deposit of sand would be in the same positions as previously approved. She stated the Town needed to have a voice in the process, noting Moe Tariffi sits on the Hillsboro Inlet District Commission on behalf of the Town.

Discussion ensued regarding back passing, the sediment budget study, and sand sources.

Mr. Blankenship gave additional details and recommended that the Town present its argument to the Hillsboro Inlet District Commission. He stated there was also potential for a joint project.

Mayor Tarrant asked that Dr. Brower and Mr. Blankenship attend a Hillsboro Inlet District Commission meeting with Mr. Tariffi at the appropriate time.

VII. STAFF UPDATES

A. Police Department

Police Chief Jay Szesnat presented his report and noted the marine activity log was down somewhat due to the boat being in the shop and inclement weather. He stated the body cameras and in-car cameras were now working together, tied in with the lighting system in the cars. He discussed some of the features and said he could provide a demonstration if there was interest.

Chief Szesnat stated a bicyclist was hit by a vehicle over the weekend and provided an update on the Broward Sheriff's Office investigation. He stated he was proud of Sgt.

Clark and how the situation was handled, including providing vehicle information and rendering immediate aid.

Mr. Serda provided additional information on how staff had successfully responded.

Chief Szesnat shared details regarding a migrant landing on the beach and the subsequent response. He stated additional consideration was necessary to respond in the time of COVID-19 and noted 12 people were turned over to Border Patrol.

Mayor Tarrant noted the level of proactive police protection reflected in the monthly report and asked Chief Szesnat to share the Commission's appreciation with his staff.

B. Finance Department

Steven Bloom presented the October financial report, noting it was the first month of the new fiscal year. He stated property taxes would start to be collected in December. He noted highlights in each department, pointing out a reduction in water usage over the previous year that would be monitored moving forward.

Mayor Tarrant asked if the Town should be planning for a drop in revenue due to COVID-19 keeping more residents up north.

Mr. Bloom stated he would need additional months to see if the trend continues before commenting on that matter. He noted there were capital projects which could be pushed out as necessary and contingency plans were in place.

Discussion ensued regarding the impact of COVID-19 on snowbirds.

C. Building Services Report

Steve Mitchell, Building Official with CG&A, provided his report. He noted October was a strong month for issuing permits, but inspections had dropped off as jobs were brought to a conclusion. He noted he anticipated some traffic before new Florida Codes were introduced at the beginning of the year.

Mr. Doody asked Mr. Mitchell to comment on his role as a witness before the Value Adjustment Board.

Mr. Mitchell stated he had spoken to the Board regarding determining the taxable value of the property at 969 Hillsboro Mile, which was completed last year. He noted the homeowner was petitioning the Board to have the value of the home adjusted to a lower level, primarily because they did not take full use of the house until mid-summer. He

stated he had not heard a result of the Board yet, because the Magistrate had deferred judgment until he could review the case further.

Mr. Doody stated he was contacted to secure Mr. Mitchell's testimony. He noted the Property Appraisers Office took exception to the resident arguing against the issuance of a certificate of occupancy and sought a witness from the Town.

Discussion ensued regarding taxable valuations and the property.

Mr. Serda stated Mr. Mitchell was a strategic asset to the Town and expressed his appreciation for participating in the hearing.

D. Code Compliance Report

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated eight (8) new cases were generated in October and six (6) were closed out. He added that his plan was to contact all owners well in advance of the turtle nesting season regarding lighting. Mr. Sotolongo reviewed the cases he was currently working on, including several seawall projects that would be reported on at the next meeting.

VIII. TOWN MANAGER REPORT

A. Paint Town Hall Update

Mr. Serda provided a brief recap on where the Town Hall project had been to date and outlined the specific details of the project moving forward.

Mayor Tarrant commented on the design work which had been done previously, noting that the interior part of the project had been removed and she had thought the exterior recommendations were being pursued, but what was being done was painting the exterior of Town Hall as it exists.

Mayor Tarrant stated she saw no point in putting up shutters and painting the stucco unless the exterior repairs were also being made.

Mr. Serda stated change orders could be made depending on how broad the Commission wanted the project to be, but the funding was not in the budget. He asserted that he would bring forward a quote for the full exterior work as designed and incorporate a menu of options to select from.

Discussion ensued regarding the scope of the Town Hall project.

B. Police Fleet/Vehicle Purchase

Mr. Serda stated that once the procurement process was complete, he would approve the purchase of a new police vehicle to replace the vehicle which had been damaged in an accident.

Commissioner Baldasarre asked if there would be insurance funding related to the vehicle accident.

Mr. Serda stated there would be an insurance payment, though that revenue would be handled separately from the purchase.

C. Shredding/HHW & Prescription Drop-Off Event

Mr. Serda stated the shredding event would be held on January 16, 2021 from 10 a.m. to 12 noon.

IX. TOWN ATTORNEY REPORT

A. Discussion on Ordinance for Virtual Meetings

Mr. Doody advised the Commission that various municipalities in Broward County had enacted Ordinances allowing for virtual meetings. He noted the Governor's order regarding suspension of quorums had expired, but safety concern from Board members and staffs have resulted in Ordinances enacted under Home Rule powers. He listed communities which had considered the issue and noted the potential legal complications.

Continuing, Mr. Doody stated if the Commission wanted to discuss an Ordinance, he would advise an in-person quorum for quasi-judicial matters. He sought direction from the Commission as to whether they wished to entertain an option to conduct meetings virtually. Mr. Doody stated there was no Statute regarding a physical quorum.

Commissioner Baldasarre stated she had mixed feelings regarding the issue and thought the Town should have decision making ability.

Vice Mayor Kirdahy asserted meeting during the pandemic was a serious issue. She stated she thought that the control should be in the Town's hands.

Commissioner Baldasarre said she didn't see a difference between now and six months ago when the Governor's order was in place, adding the legal argument did not make sense to her.

Mr. Doody stated that was the argument to be made, and that Commissioner Baldasarre had made a good point. He noted there was no definitive case law on the issue.

Mayor Tarrant stated everyone had their own personal opinion, but she felt it was important to meet as a governing body. She asserted Zoom added a level of disconnect and stated the circumstances within an Ordinance would need to be very specific for her to approve it.

Commissioner Baldasarre stated the Commission wanted to make sure everyone was safe. She noted what was safe in Tallahassee might not be safe in Broward County and said a broad rule did not make sense to her.

Mayor Tarrant asserted unless the circumstances were laid out very specifically, she would be against it. She argued that because they did not have offices in the building, the meetings were the only time Commissioners saw each other.

Mr. Doody stated he would discuss the parameters and legal basis outside of the meeting and put an item on the next agenda for discussion. He noted he was not advocating pro or con, he was just bringing forward what other municipalities were reviewing. He noted he had waited to see how the Ordinances were being implemented and received before bringing the item before the Town Commission.

Commissioner Feaman asked if there were foreseen legal repercussions of the Ordinances passed in other cities.

Mayor Tarrant stated the transparency was greater when sitting at the dais.

Mr. Doody stated he had reached out to the Florida League of Cities and did not foresee any sanctions from the Governor's office but noted it may get the attention of the legislature to discuss in the coming session.

X. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

Not in Attendance.

B. Commissioner Barbara Baldasarre

None.

C. Commissioner Vicky Feaman

Commissioner Feaman discussed recent communication with Waste Pro to resolve issues for local residents and businesses.

D. Vice Mayor Irene Kirdahy

None.

E. Mayor Deborah L. Tarrant

None.

XI. PUBLIC COMMENTS

Town Clerk Sherry Henderson stated there were no further public comments received.

XII. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adjourn the meeting at 12:31 p.m. In a roll call vote, the **motion** passed. (4-0)

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



Written public comments & documents entered into the record

DECEMBER 1, 2020 | 9:00 AM

Regular Town Commission Meeting

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
TownofHillsboroBeach.com
954-427-4011

Sherry D. Henderson

From: Sea <seafront@comcast.net> on behalf of Sea
Sent: Friday, November 27, 2020 12:47 PM
To: 'Deborah Tarrant'; ikirdahy@townofhillsborobeach.com; vfeaman@townofhillsborobeach.com;
'BBaldasarre'; abrown@townofhillsborobeach.com
Cc: 'Mac Serda, Town Manager'; shenderson@townofhillsborobeach.com
Subject: Meeting Comment



*975 Hillsboro Mile
Hillsboro Beach, Florida 33062
954-781-7356, cell 954-778-4430
SeaFront@Comcast.net*

John Carlson at 975 says...

Resolution NO. 2020-74 Section 2 pertaining to FDOT road raising reads:

4. Elevating the southern portion of town to eliminate flooding due to king tides, increased rainfall intensity and incorporating Broward County's projected sea-level rise into design.

If left as is, FDOT can meet that criteria by simply selecting the 6-inch sea level rise projection and raise the road 6-inches.

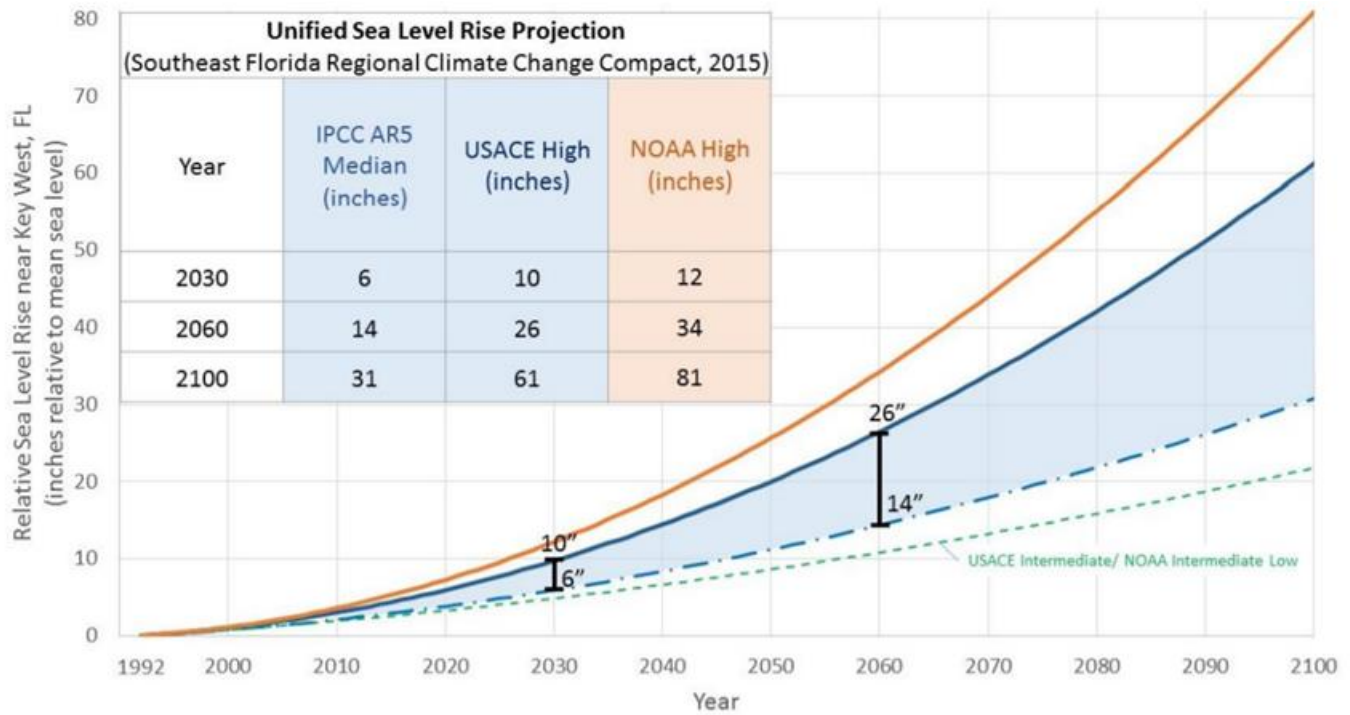


Figure 1: Unified Sea Level Rise Projection. These projections are referenced to mean sea level at the Key West tide gauge. The projection includes three global curves adapted for regional application: the median of the IPCC AR5 RCP8.5 scenario as the lowest boundary (blue dashed curve), the USACE High curve as the upper boundary for the short term for use until 2060 (solid blue line), and the NOAA High curve as the uppermost boundary for medium and long term use (orange solid curve). The incorporated table lists the projection values at years 2030, 2060 and 2100. The USACE Intermediate or NOAA Intermediate Low curve is displayed on the figure for reference (green dashed curve). This scenario would require significant reductions in greenhouse gas emissions in order to be plausible and does not reflect current emissions trends.

In order to eliminate flooding, the road needs to be raised to a benchmark. A neighboring barrier island study-- [Jacobs Engineering: Road Elevation Strategy](#) supports a firm minimum height to raise the road beyond the current scope as pictured.

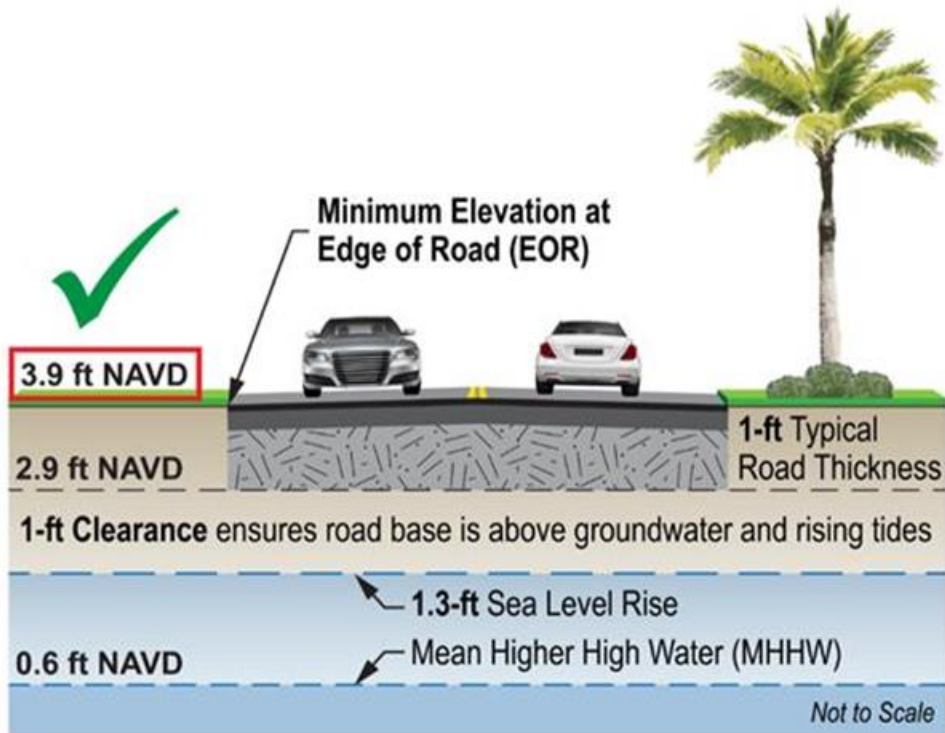


Figure 4. Minimum Elevation for the Edge of Road is 3.9 ft NAVD for all Major and Local Roads

<http://www.mbrisingabove.com/wp-content/uploads/Road-Elevation-Strategy.pdf>

Residents suggest the minimum elevation for the lowest edge of A1A should be 3.9 ft NAVD⁸⁸ and incorporate such statement into the resolution instead of the Broward County reference.

Sherry D. Henderson

From: Dennis Alter <dennis@djalter.com> on behalf of Dennis Alter
Sent: Monday, November 30, 2020 9:20 PM
To: dtarrant@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; abrown@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; vfeaman@townofhillsborobeach.com; mserda@townofhillsborobeach.com; shenderson@townofhillsborobeach.com; Binod.Basnet@dot.state.fl.us; AhmedAmin@stanleygroup.com; djdoody@cityatty.com; dtarrant@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; abrown@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; vfeaman@townofhillsborobeach.com; mserda@townofhillsborobeach.com; shenderson@townofhillsborobeach.com; Binod.Basnet@dot.state.fl.us; AhmedAmin@stanleygroup.com; djdoody@cityatty.com
Subject: Consideration to Accept and Approve TOHB A1A Redesign Elements for Su8bmittal to FDOT

Ladies, Gentlemen,

I have been a resident of Hillsboro Beach since 1978.

I'm writing to express my objection to the creation of 5 foot bike lanes and deviation from the agreement reached in 2015 between the town and FDOT regarding this and other issues.

The agreement provided for 4 foot bike lanes, a sidewalk in the north end of town and raising the road in the south end to address flooding concerns.

At that time it was agreed to by all parties, after much discussion and consideration.

It was the right decision then and still is now.

I add my voice to those resolving to revert back to the original parameters agreed to then.

Dennis Alter

Sherry D. Henderson

From: Asa Loof <asaloof@aol.com> on behalf of Asa Loof
Sent: Monday, November 30, 2020 8:18 PM
To: dtarrant@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com;
abrown@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com;
vfeaman@townofhillsborobeach.com; mserda@townofhillsborobeach.com;
shenderson@townofhillsborobeach.com; Binod.Basnet@dot.state.fl.us;
AhmedAmin@stanleygroup.com; djdoody@cityatty.com; dtarrant@townofhillsborobeach.com;
ikirdahy@townofhillsborobeach.com; abrown@townofhillsborobeach.com;
bbaldasarre@townofhillsborobeach.com; vfeaman@townofhillsborobeach.com;
mserda@townofhillsborobeach.com; shenderson@townofhillsborobeach.com;
Binod.Basnet@dot.state.fl.us; AhmedAmin@stanleygroup.com; djdoody@cityatty.com
Subject: Commission Meeting Dec 1, 2020

To the Town Commissioners of Hillsboro Beach

Regarding A1A Redesign Elements for Submittal to FDOT.

The A1A Redesign will be on the December 1 Commission Meeting agenda as a Resolution coming before the Commission.

It has come to my attention that at the November 10th Commission meeting a FDOT representative acknowledged that changes had been made to **the original agreed upon A1A design** (see below).

- o Driving lane widths would be maintained.
- o A 4' bike lane would be done as a compromise – 4' bike lanes are used extensively in other areas of the County.
- o A sidewalk would be added in the north mile of Town where 70% of the Town's population resides.
- o The road would be raised to address flooding (beyond a temporary fix)

Referring to the arguments made when the original A1A design was agreed upon, I suggest that the Commission revert back to the original parameters already agreed upon.

I ask that my comments please be read into the record for the Town on Hillsboro Beach Commission Meeting on December 1.

Sincerely

Åsa Lena Loof
1091 Hillsboro Mile
Hillsboro Beach
FL 33062



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2021-01 Consideration to Approve & Authorize Appropriate Town Officials to Execute an Agreement Between the Broward County Supervisor of Elections Office and The Town of Hillsboro Beach to Conduct the Town's Municipal Election on March 9, 2021.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: January 5, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. 01 - Municipal Elections 2021 Agreement
2. 2021 Broward County Municipal Election Agreement

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1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____ 2021.

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TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

AGREEMENT FOR MUNICIPAL ELECTIONS

This Agreement for Municipal Elections is made and entered by and between Peter Antonacci, the Supervisor of Elections of Broward County ("Supervisor"), and the Town of Hillsboro Beach, a municipality in the State of Florida ("City") (the Supervisor and the Town are referred to collectively as the "Parties").

RECITALS

A. Joe Scott is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII, Section 1(d) of the Florida Constitution, and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code.

B. The Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time.

C. Among the duties and functions of the Supervisor is the engagement, training, and assigning poll workers, including Voting Systems Technicians (VST) in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, including the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided for in the State of Florida Election Code.

D. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification to office, the conducting of elections and other matters affecting all municipalities within Broward County, Florida.

E. In municipal elections, the individual municipality is ultimately responsible for the procurement and payment of poll workers for its municipal elections. For convenience, consistency, and the proper and efficient conduct of municipal elections, the Town requests that the Supervisor select, train, and work directly with the poll workers for the applicable municipal elections; however, the Town acknowledges that all payment due municipal election day poll workers remains the ultimate responsibility of the Town.

F. The Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the Town in selecting and training poll workers and conducting the Town's municipal election(s). The Town desires to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the Town's municipal election(s) pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1
Recitals

1.1 The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder.

ARTICLE 2
Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by the Town of Hillsboro Beach on the 9th day of March, 2021, in accordance with the State of Florida Election Code, as amended from time to time. The Parties may identify additional municipal election(s) that shall be deemed included within the scope of this Section 2.1 upon written approval of both the Supervisor and the Town Manager/Mayor.

2.2. At the request of the Town, the Supervisor shall select, assign, and train an appropriate number of poll workers for the aforesaid election.

2.3. Provided the Town complies with its obligations under Section 3.2, the Supervisor will utilize the polling places selected by the Town and identify the applicable location for the electors in the Supervisor's records as well as in any notices the Supervisor is otherwise legally required to provide to electors for the applicable municipal elections.

2.4. The Supervisor's decisions regarding the number of poll workers and their assignments to precincts and polling places shall be determined by the Supervisor in his or her sole and absolute discretion.

2.5. The Supervisor or his or her staff, on behalf of the Town, shall properly and timely pay poll workers as required by law, with such payment issued directly by the Supervisor to the poll workers. All amounts paid to poll workers and any and all additional expenses associated with the Supervisor's payroll function will be included in the invoice that will be sent by the Supervisor to the Town after the election.

2.6. The Supervisor shall, on behalf of the Town, assign and place poll deputies for each of the precincts or polling places for the applicable election. Poll deputies should be considered poll workers for purposes of payment only. The Supervisor will also be responsible for directly paying for each of these deputies. Any and all fees associated with this function will be included in the invoice that will be sent to the Town after the election.

2.7. The Supervisor, on behalf of the Town, shall set the rate of pay for poll workers and poll deputies and any other costs and expenses associated with conducting the municipal election(s) described in Section 2.1. The Supervisor will advise the Town of the current pay scale and provide an estimate of costs and expenses.

ARTICLE 3

Town's Obligations

3.1 The Town hereby engages the Supervisor to perform the services described in Article 2. The Town will reimburse the Supervisor for all costs and expenses associated with the Supervisor conducting the municipal election(s) described in Section 2.1, including all amounts paid or due to poll workers and poll deputies. The Town shall timely pay all invoices submitted by the Supervisor of Elections within thirty (30) days from the date of invoice. Payment shall be made at the address of the Supervisor stated in Section 5.1.

3.2 No later than sixty (60) days prior to the date of the applicable municipal election, the Town shall advise the Supervisor in writing of the proposed polling places to be utilized for the election, which locations shall be subject to review and approval by the Supervisor, and provide copies of the rental agreements or other documentation for the utilization of the polling places consistent with the provisions of this section. The Town is responsible for: (a) ensuring the location(s) fully comply with the Supervisor's then-existing security standards for polling places; (b) entering into written use or other rental agreements for the sites utilizing a form provided by the Supervisor or otherwise approved in advance by the Supervisor; and (c) ensuring the locations comply with all applicable laws, including, but not limited to, the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

3.3 The Town shall promptly provide any and all documents, information, and cooperation reasonably requested by the Supervisor in performance of his or her duties under this Agreement.

ARTICLE 4

Indemnification

4.1 To the extent permitted by law, the Town shall indemnify, hold harmless, and defend the Supervisor and all of the Supervisor's past, present, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the Town, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the Town shall, upon written notice from the Supervisor, defend each Indemnified Party against each such Claim by counsel satisfactory to the Supervisor or, at the Supervisor'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 Agreement. To the extent considered necessary by the Supervisor, any sums due the Town under this

Agreement may be retained by the Supervisor until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the Supervisor.

ARTICLE 5

Notices and Public Records

5.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the Supervisor:

Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, FL 33301
Telephone No.: (954) 357-7061
E-mail: jscott@browardsoe.org

With a copy to:

Broward County Attorney's Office
Attn: Andrew Meyers
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email addresses: ameyers@broward.org and rharrod@broward.org

For the Town:

Sherry D. Henderson, CMC Town Clerk
Office of the Town Clerk
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062
Email address: SHenderson@townofhillsborobeach.com and MSerda@townofhillsborobeach.com

With a copy to:

Donald J. Doody, Attorney
GOREN, CHEROF, DOODY & EZROL
3099 East Commercial Blvd, Suite 200
Fort Lauderdale, Florida 33308
E-mail: DDoody@gorencherof.com

When requested by either party, the other shall furnish receipts, paid bills or documents to reasonably verify facts or representations made or pursuant to the requirements of this Agreement.

5.2 Public Records. Both Parties are subject to Chapter 119, Florida Statutes. To the extent that Section 119.0701 applies to the relationship between the Parties created by this Agreement, that section is deemed incorporated into this Agreement as if fully stated herein. If either of the Parties has questions regarding the application of Chapter 119 or receives a request for public records relating to this Agreement, the party with a question or who received the records request shall provide written notice of the question or request to the other in the manner provided in Section 5.1 of this Agreement.

ARTICLE 6

Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement or the performance of either party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. In the event a court action is commenced, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be prosecuted exclusively in the courts of Broward County, Florida.

ARTICLE 7

Term; Termination

7.1 The term of this Agreement shall be from the date of full execution (the "Effective Date") for a period of one (1) year, unless earlier terminated pursuant to this provision of this Agreement. The Agreement may be extended for up to four (4) additional one-year extension terms upon the written approval of both the Supervisor and the Town Manager/Mayor prior to the termination of the then-current term.

7.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience upon written notice by either party, effective on the termination date stated in the written notice provided such termination date shall be not less than thirty (30) days after the date of such written notice. In the event this Agreement is terminated, Supervisor shall be paid for any services performed through the effective date of termination.

ARTICLE 8

Miscellaneous

8.1 Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the Town or the Supervisor, nor shall anything included herein be construed as consent by the Town or the Supervisor to be sued by third parties in any matter arising out of this Agreement. The Town and the Supervisor are municipal corporations or constitutional officers of political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of its own employees pursuant to Section 768.28, Florida Statutes.

8.2 This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.3 Neither the Supervisor nor the Town intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.4 This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5 The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida.

8.6 This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

(The remainder of this page is intentionally blank.)

AGREEMENT FOR MUNICIPAL ELECTIONS

SUPERVISOR OF ELECTIONS

WITNESS:

Supervisor of Elections of Broward County,
Florida

(Signature)

By _____
Joe Scott, Supervisor of Elections

(Print Name of Witness)

____ day of _____, 20____

(Signature)

(Print Name of Witness)

NAK
2019-10-23 2020 Municipal Elections Agreement with SOE.docx
10/23/2019
#473331v1

AGREEMENT FOR MUNICIPAL ELECTIONS

ATTEST:

TOWN OF HILLSBORO BEACH

TOWN CLERK Sherry D. Henderson, CMC

By: _____
Town Manager/Town Mayor

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Donald J. Doody, Town Attorney



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Consulting Services, A1A Design Project

Submitting Dept: Town Manager

Agenda Date: December 18, 2020

1. BACKGROUND / HISTORY

FDOT is currently designing a section of A1A from the Hillsboro Inlet Bridge to SE 10th Street, and referenced as project number 4413601 by the MPO. As the MPO describes, the project is to add bike lanes, add a sidewalk within the northern urban section, and raise the road in the southern area where flooding occurs.

Resolution 2020-74 affirmed the Commission's intent to secure the following elements in the design:

1. Vehicle lanes kept at their current width or no less than 11'
2. Bike lanes limited to 4'
3. Sidewalk from SE 10th Street and terminating at 1150
4. Elevation of the southern portion of A1A, eliminating flooding due to king tides, intense rainfall, and incorporating Broward County's sea-level rising projections
5. Maintain 35mph speed limit
6. Additional crosswalks at Imperial and LeBaron, plus adding illuminated crosswalks through Town.

2. CURRENT ACTIVITY

To ensure the Town's comments are included within the formal design comment period requires a professional to understand the design, and incorporate the Town's comments into FDOT's Electronic Review Comment (ERC) system. The attached agreement will engage a civil engineer, and any related support personnel from CG&A, to ensure the Town's vision is captured. Included in this scope is the advocacy for the Town's position with FDOT, and communicate to the Town any changes to the design.

3. FINANCIAL IMPACT

The cost for the project is expected to be \$175/hour, and to not exceed \$35,000.

4. RECOMMENDATION

It is recommended that the Commission waive the procurement process and accept the proposal from CG&A for engineering services.

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SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2021.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
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Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

December 17, 2020

Mr. Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

RE: Hillsboro Beach - FDOT A1A Consulting Services
CGA Proposal No. 20-4146

Dear Mr. Serda,

This proposal is for Calvin, Giordano & Associates (CGA) to assist the Town of Hillsboro Beach (Town) during the design phase of the Florida Department of Transportation's (FDOT) project on SR A1A within the Town limits. The FDOT will provide the Town with the project plans for review and comments at multiple phases during their design process. CGA will review the FDOT plans on behalf of the Town and input comments electronically into the FDOT's electronic review comment (ERC) system. CGA is aware that the Town commission has adopted a resolution to document their vision for the SR A1A project corridor.

CGA's role is to make sure the Town's vision is considered during design and noted accordingly in the project comments as well as guide the Town through the process. CGA will attend commission meetings to communicate the project's status, explain the project elements, and be a voice for the Town to FDOT during the FDOT's design process for the SR A1A improvements.

I. Professional Engineering Consulting Services

A. Civil Engineering Consulting Services

1. CGA's civil engineer will review and comment on the FDOT provided plans in the FDOT ERC system at the following phases of design:
 - Initial Engineering Plans
 - Constructability Plans

- Biddability Plans
 - Production Plans
2. The scope is for the review of the design plans prepared by FDOT's consultant and does not include engineering analysis or design. Should design be necessary, a proposal shall be prepared for that specific scope of work.
 3. These services will be provided on an hourly basis in accordance with the attached hourly rate schedule however, the ability to perform all services in this contract within the Not to Exceed (NTE) amount is not guaranteed. CGA shall notify the Town immediately and inform them if the NTE amount is in near completion.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.

- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.

- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services on an hourly basis as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
A	Professional Engineering Services	
A	Professional Civil Engineering Services	Hourly
II	Meetings not included in I thru I	Hourly
	TOTAL Lump Sum (Not To Exceed \$32,000)	Hourly

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable per the Florida Prompt Payment Act, FSS 218. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month may be applied to any unpaid balance past forty-five (45) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for forty-five (45) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

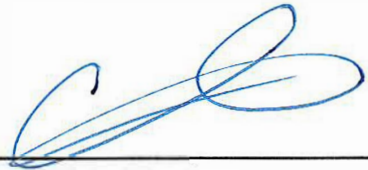


Chris Giordano
Vice President

Cost of these services are hourly, not to exceed \$32,000.00

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: 
Name: Chris Giordano
Title: Vice President

Date: 12/18/2020

By: _____
Name: Mr. Mac Serda
Title: Town Manager

Date: _____



PROFESSIONAL FEE SCHEDULE

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00

ENGINEERING

Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00

GOVERNMENTAL SERVICES

Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00

SURVEYING

Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT

Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	125.00
Environmental Scientist	100.00

CONSTRUCTION

Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00

EMERGENCY MANAGEMENT

Director	145.00
Planner	105.00
Assistant Planner	90.00

PLANNING

Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Planner	105.00
Assistant Planner	90.00

EXPERT WITNESS

Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective October 1, 2014

AGREEMENT
between
CITY OF COCONUT CREEK
and
CALVIN, GIORDANO & ASSOCIATES, INC.
for
GENERAL PROFESSIONAL ENGINEERING SERVICES
RFQ NO. 03-25-20-02

This Agreement is made and entered into this 30th day of September, 20__, by and between CITY OF COCONUT CREEK, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "**CITY**,"

AND

Calvin, Giordano & Associates, Inc., a Florida Corporation, its successors and assigns, hereinafter referred to as "**CONSULTANT**".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 **THE CONTRACT DOCUMENTS:** The contract documents consist of this Agreement, conditions of the contract of RFQ No.03-25-20-02, all addenda issued prior to, all modifications issued after execution of this Agreement and Exhibit "A" Fee Schedule. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.
- 1.2 **CONTRACT ADMINISTRATOR:** Whenever the term "**CONTRACT ADMINISTRATOR**" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR**.
- 1.3 **CONSTRUCTION CONTRACTOR:** The person(s), firm(s), corporation(s) or other entity who enters into an agreement with **CITY** to perform the construction work desired by **CITY** relating to **PROJECTS**.

1.4 **CONSULTANT:** **CONSULTANT**, which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.

1.5 CITY: City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.

1.6 **NOTICE TO PROCEED:** A written statement issued by the **CONTRACT ADMINISTRATOR** directing **CONSULTANT** to begin work.

1.7 **PROJECTS:** The scope of services of the **PROJECTS** shall include, but are not necessarily limited to the following disciplines:

- | | |
|---|--|
| ▪ Building Design | ▪ Mechanical / Electrical / Plumbing (MEP) Engineering |
| ▪ Civil Engineering | ▪ New Construction and Renovations |
| ▪ Codes | ▪ Planning Services |
| ▪ Construction Management/Administration/Engineering Inspection (CEI) | ▪ Process evaluation |
| ▪ Cost Benefit Analysis | ▪ Reclaimed water |
| ▪ Cost Estimates | ▪ Retrofits |
| ▪ Electrical/Instrumentation | ▪ Standards and ordinances |
| ▪ Environmental Engineering | ▪ Storm Water |
| ▪ General Engineering | ▪ Streets/Roads |
| ▪ Geotechnical Engineering | ▪ Structural |
| ▪ Landscape Architecture and Irrigation Design | ▪ Traffic/Transportation Engineering and Studies |
| ▪ Land Surveying and Mapping | ▪ Utilities |
| | ▪ Wastewater |
| | ▪ Water |

CONSULTANT may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, bid/award evaluation and services during construction, perform construction engineering services, etcetera for any of the aforementioned disciplines, related matters, as well as any other engineering assignments upon the request of the **CITY**. The **CITY** may require based upon the firm's evaluation to identify needs, develop and improve programs, establish cost effective priorities for making improvements and develop a short-term or a long-range program for implementation on request. **CONSULTANT** shall provide certified testing lab services as necessary to fulfill the requirements of certain regulatory agencies and related soil analysis.

CONSULTANT may be required to represent the City of Coconut Creek in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to the County/State/Federal for any improvement programs, permits or grants in which the City is or may be an eligible participant or has an interest.

Some of the projects requiring professional engineering services will be funded through the Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), or other federal, state, and county granting authorities. All federal and state regulations pertaining to any grant related project shall apply. **CONSULTANT** acknowledges that if **CONSULTANT** is asked to work on a project that is funded with County Surtax funds, then

CONSULTANT may have to enter into a separate, project-specific agreement for such project utilizing County Surtax funds as required by the County.

Professional engineering services could include, but not be limited to, approved capital improvement projects as outlined in the City's budget.

- 1.8 **REIMBURSABLES:** Whenever the term **REIMBURSABLES** is used herein, it is intended to mean actual expenses directly related to the performance of the services as set forth in this Agreement. **REIMBURSABLES** are limited to:

- A) Identifiable expenses of transportation in connection with the **PROJECT** subject to the provisions and limitations for public agencies established in Chapter 112, Florida Statutes as amended from time to time. Automobile travel inside Broward, Dade and Palm Beach Counties will be considered reimbursable expenses. Surface travel outside Florida and all air travel will be reimbursed only when prior written approval for such expense has been given by **CONTRACT ADMINISTRATOR**. Rental cars shall be mid-sized or smaller.
- B) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel connected expenses for **CONSULTANT'S** personnel subject to the limitations of Chapter 112, Florida Statutes as amended from time to time.
- C) Identifiable communication expenses for express mail charges.
- D) Identifiable cost of printing reproduction and aerial photography.
- E) Identifiable testing costs.
- F) Permit application fees. All fees paid to regulatory agencies for approvals directly attributable to the **PROJECT**. These permit fees do not include those permits required for the **CONSTRUCTION CONTRACTOR**.

- 1.9 **BILLING RATE:** Whenever the term **BILLING RATE** is used herein, it is intended to mean average base salaries and wages paid to personnel by employee category engaged directly on the **PROJECT**, including all fringe benefits, overhead and profit. **BILLING RATES** by the employee category are shown on **EXHIBIT "A" FEE SCHEDULE**.

- 1.10 **PROFESSIONAL SERVICES:** Whenever the term **PROFESSIONAL SERVICES** is used herein, it is intended to mean those professional services provided to **CITY** on a day-to-day basis for specific tasks provided the estimated engineering costs for the specific tasks do not exceed Fifty Thousand Dollars (\$50,000.00). Typical tasks include response to field or engineering problems, attendance at meetings, review of bids and providing day-to-day assistance as required to respond to engineering issues, utility operations or field problems. The Aggregate of **PROFESSIONAL SERVICES** tasks may exceed \$50,000.00.

- A. **CITY** shall describe the task to be undertaken by **CONSULTANT**.
- B. **CONSULTANT** shall agree upon a level of effort and position category to be assigned to the specific task, and provide **CITY** with a proposal for the work.
- C. **CITY** shall authorize **CONSULTANT**, in writing, to provide professional services requested for the specific task.
- D. **CONSULTANT** shall be reimbursed by **CITY** at the **BILLING RATE** payable for each **CONSULTANT'S** employee category shown on **EXHIBIT "A"**.

- 1.11 **WORK AUTHORIZATION:** Whenever the term **WORK AUTHORIZATION** is used herein, it is intended to mean professional services related to specific projects identified by **CITY** for which the estimated architectural cost exceeds Fifty Thousand Dollars (\$50,000.00).

The **CONSULTANT** shall submit a proposal to the **CITY** and the **CITY** will authorize said proposal. The authorization issued by **CITY** shall contain the following information and requirements:

- A. A description of the work to be undertaken and method of compensation with reference to the appropriate paragraphs of this Agreement.
- B. A budget establishing the amount of compensation to be paid, which amount shall constitute hourly billing, or a lump sum at the **CONTRACT ADMINISTRATOR'S** discretion, and shall not be exceeded unless prior written approval of **CITY** is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs, and the adequacy of such budget information shall be subject to the approval of **CITY**.
- C. A time established for completion of the work or services undertaken by **CONSULTANT** or for the submission to **CITY** of documents, reports and other information pursuant to this Agreement. The time established for performance shall be subject to the approval of **CITY**; however, the time may, in the sole discretion of **CITY**, be extended upon justification of **CONSULTANT** that additional time is necessary for performance. Failure on the part of **CONSULTANT** to comply with the time established for performance may result in the termination of this Agreement.
- D. **CONSULTANT** shall be reimbursed by **CITY** at the **BILLING RATE** payable for each **CONSULTANT'S** employee category shown on **EXHIBIT "A"**.
- E. **WORK AUTHORIZATIONS** shall be dated and serially numbered.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 **CITY** has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes as amended from time to time, and has selected **CONSULTANT** to perform the work of the specified nature as outlined in this Agreement. Accordingly, this Agreement qualifies as a "continuing contract" under Section 287.055 (2) (g), Florida Statutes as amended from time to time.
- 2.2 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The Scope of Services required to be performed by **CONSULTANT** shall be identified under one of the following procedures:

PROFESSIONAL SERVICES for specific "day-to-day" work tasks as requested by **CITY** and agreed to by **CONSULTANT**.

Professional Services for a **PROJECT** as set forth in a **WORK AUTHORIZATION**. **CONSULTANT** shall provide all services as set forth in the **WORK AUTHORIZATION** including, without limitations, all necessary, incidental and related activities and services required.

- 3.2 **CONSULTANT** and **CITY** acknowledge that a **WORK AUTHORIZATION** does not delineate every detail and minor work task required to be performed by **CONSULTANT** to complete a **PROJECT**. If, during the course of the performance of a **WORK AUTHORIZATION**, **CONSULTANT** determines that it should perform work to complete a **PROJECT** which is outside the level of effort originally anticipated, **CONSULTANT** will notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the **WORK AUTHORIZATION**. Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY**. Performance of work by **CONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT'S** sole risk.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 In the event **CONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over a **PROJECT**, or by **CONSTRUCTION CONTRACTOR** and such delays are not the fault of **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly in writing whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.
- 4.2 In the event **CITY** declares an emergency, the **CONSULTANT** shall make every reasonable effort to respond within two (2) hours, but under no circumstances, shall response time exceed four (4) hours.
- 4.3 **CONSULTANT** shall provide **CITY** with a current up-to-date list of emergency personnel at all times.

ARTICLE 5

COMPENSATION AND PAYMENT

- 5.1 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all approved **PROFESSIONAL SERVICES** required under the terms of this Agreement at those **BILLING RATES** described in Article 1.9 and to reimburse **CONSULTANT** for **REIMBURSABLES** as described in Article 1.8, plus subconsultant fees pursuant to paragraph 5.6 for approved **PROFESSIONAL SERVICES**. The **BILLING RATES** payable by **CITY** for each **CONSULTANT'S** employee categories is shown on **EXHIBIT "A"**. Total compensation for a specific work task under **PROFESSIONAL SERVICES** shall not exceed Fifty Thousand Dollars (\$50,000.00). The Aggregate of Professional Service tasks may exceed \$50,000.00.
- 5.2 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all services as related to a **WORK AUTHORIZATION** required under the terms of this Agreement at those **BILLING RATES** described in Article 1.9 plus subconsultant fees pursuant to paragraph 5.6, up to the fee to be negotiated and stated in the **WORK AUTHORIZATION** and to reimburse **CONSULTANT** for **REIMBURSABLES** as described in Article 1.8 in accordance with the fee to be negotiated in the **WORK AUTHORIZATION**. The **BILLING RATES** payable by **CITY** for each **CONSULTANT'S** employee categories is shown on **EXHIBIT "A"**.
- 5.3 **CONSULTANT** shall submit billings, which are identified by the specific task, authorized under **PROFESSIONAL SERVICES** on a monthly basis in a timely manner for all **LABOR** and **REIMBURSABLES** attributable to the task. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize **REIMBURSABLES** by category and identify same as to the work personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by **CONTRACTOR ADMINISTRATOR** is required for **REIMBURSABLES**, a copy of said approval shall accompany the billing for such **REIMBURSABLES**. External **REIMBURSABLES** and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to a task. Internal expenses must be documented by appropriate **CONSULTANT'S** cost accounting forms with a summary of charges by Category.
- 5.4 **CONSULTANT** shall submit billings which are identified by the specific **PROJECT** and **WORK AUTHORIZATION** number on a monthly basis in a timely manner for all **LABOR** and **REIMBURSABLES** attributable to a **PROJECT**. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize **REIMBURSABLES** by category and identify same as to the work personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by **CONTRACT ADMINISTRATOR** is required for **REIMBURSABLES**, a copy of said approval shall accompany the billing for such **REIMBURSABLES**. The statement shall show a summary of **LABOR COSTS** and **REIMBURSABLES** with accrual of the total and credits for portions paid previously. External **REIMBURSABLES** and subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to a **PROJECT**. Internal expenses must be documented by appropriate **CONSULTANT'S** cost accounting forms with a summary of charges by category. When requested, **CONSULTANT** shall provide backup for past and current invoices that records hours and salary costs by employee categories, **REIMBURSABLES** by category and subconsultant fees on a task basis, so that total hours and cost by task may be determined.

- 5.5 Notwithstanding anything in paragraphs 5.1, 5.2, 5.3 and 5.4, at the **CONTRACT ADMINISTRATOR'S** option, the contract method of payment may be a lump sum amount for a specific, detailed scope of services. For lump sum contracts, **CONSULTANT** shall invoice based upon percentage of work complete. Supporting information shall be provided to document the estimate of completion percentage.
- 5.6 **CONSULTANT** shall bill identifiable subconsultant fees at the actual fees paid by **CONSULTANT**.
- 5.7 **CITY** agrees that it will use its best efforts to pay **CONSULTANT** within thirty (30) calendar days of receipt of **CONSULTANT'S** proper statement as provided above. The parties shall comply with Section 218.70, Florida Statutes as amended from time to time, et seq. The Prompt Payment Act.

Payment will be made to **CONSULTANT** at: Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 6.1 Services related to a **PROFESSIONAL SERVICES** task, which would increase, decrease or which are outside the level of effort agreed upon by **CITY** and **CONSULTANT** shall be services for which **CONSULTANT** must obtain prior written approval of **CITY** before compensation can be paid.
- 6.2 Services related to a **WORK AUTHORIZATION**, which would increase, decrease or which are otherwise outside the Scope of Services or level of effort contemplated by a **WORK AUTHORIZATION** shall be services for which **CONSULTANT** must obtain the prior written approval from **CITY** before compensation can be paid. All terms for the performance of such services must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of a **WORK AUTHORIZATION** and when properly executed shall become an Amendment to the **WORK AUTHORIZATION**.

ARTICLE 7

CITY'S RESPONSIBILITIES

- 7.1 **CITY** shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to a **PROJECT**.
- 7.2 **CITY** shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

ARTICLE 8

MISCELLANEOUS

- 8.1 **TERM OF AGREEMENT:** This **AGREEMENT** shall be a continuing contract as defined by the Consultant's Competitive Negotiation Act (CCNA), as set forth in Section 287.055, Florida Statutes as amended from time to time and shall have an initial term of three (3) years beginning on October 01, 2020, with the right to extend the contract for two (2) additional one (1) year periods.

Costs for all services purchased under this Contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or the latest yearly percentage increase in the Employment Cost Index (ECI), Total Compensation, Private Industry, Professional, Scientific, and Technical Services, Not Seasonally Adjusted as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase or decrease in the ECI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same quarter one (1) year prior. Any requested price increase shall be fully documented and submitted to the **CITY** at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the ECI or industry costs decline, the **CITY** shall have the right to receive from the **CONSULTANT** a reasonable reduction in costs that reflect such cost changes in the industry.

The **CITY** may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the **CITY** does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the **CITY**, the contract can be cancelled by the **CITY** upon giving thirty (30) days written notice to the **CONSULTANT**.

- 8.2 **OWNERSHIP OF DOCUMENTS:** All sketches, tracings, drawings, specifications, designs, design calculations, details, models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the **CITY**. Copies of all AutoCAD and other similar software files shall be provided to **CITY**. No changes or revisions to the documents or data furnished by **CONSULTANT** shall be made by **CITY** unless **CONSULTANT'S** name and professional seal are removed from such changed or revised materials. All data required to be sealed and signed by a registered Professional Architect in the State of Florida shall not be modified, changed or altered or used for other purposes than those intended without the express written permission of **CONSULTANT**. **CITY** shall hold **CONSULTANT** harmless for any loss or expense for any damages arising out of the modification or use for other projects of **CONSULTANT'S** data and plans, without the specific adaptation by and consent of **CONSULTANT**.
- 8.3 **TERMINATION:** This Agreement may be terminated by **CONSULTANT** for cause, or by **CITY** for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, **CONSULTANT** shall be paid its compensation for services performed to termination date, including all **REIMBURSABLES** then due incurred to termination date. All finished or unfinished sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY**.

- 8.4 **PUBLIC RECORDS:** **CONSULTANT** shall keep such records and accounts and require any and all **CONSULTANTS** and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which **CONSULTANT** expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by **CITY** and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement or termination of the Agreement, whichever is later. Incomplete or incorrect entries in such books and records will be grounds for **CITY'S** disallowance of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent **CONSULTANT** is a **CONSULTANT** acting on behalf of the **CITY** pursuant to Section 119.0701, Florida Statutes, as amended from time to time, **CONSULTANT** shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, **CONSULTANT** agrees to:

- A. Keep and maintain all records that ordinarily and necessarily would be required by the **CITY** in order to perform the services.
- B. Upon request from the **CITY'S** custodian of public records, provide the **CITY** with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **CONSULTANT** does not transfer the records to the **CITY**.
- D. Upon completion of the services within this Agreement, at no cost, either transfer to the **CITY** all public records in possession of the **CONSULTANT** or keep and maintain public records required by the **CITY** to perform the services. If the **CONSULTANT** transfers all public records to the **CITY** upon completion of the services, the **CONSULTANT** shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the **CONSULTANT** keeps and maintains public records upon completion of the services, the **CONSULTANT** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY**, upon request from the **CITY'S** custodian of public records, in a format that is compatible with the information technology systems of the **CITY**.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If **CONSULTANT** does not comply with this section, the **CITY** shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

- 8.5 **EQUAL OPPORTUNITY:** **CONSULTANT** agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age,

disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **CONSULTANT** agrees to furnish **CITY** with a copy of its Affirmative Action Policy, if requested.

8.6 **NO CONTINGENT FEES:** **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **CONSULTANT**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, **CITY** shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.7 **SUBCONSULTANTS:** In the event **CONSULTANT**, during the term of this Agreement, requires the services of any subconsultants, or other professional associates in connection with services covered by this Agreement, **CONSULTANT** must secure the prior written approval of the **CONTRACT ADMINISTRATOR**. As part of the approval process, **CITY** shall require subconsultant to comply with the terms of this Agreement, specifically but without limitations, the requirements of this Article 8. **CONSULTANT** shall be responsible for obtaining releases from subconsultants at the time the subconsultants are paid.

8.8 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by **CONSULTANT**, under any circumstances, without the prior written consent of **CITY**. Said consent shall be at **CITY'S** reasonable discretion and may not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this contract to the acquiring party in connection with the sale of all or substantially all of its assets or of its equity or membership interests provided that notice is given to **CITY** within thirty (30) days of same.

8.9 **INDEMNIFICATION OF CITY:** The **CONSULTANT** shall at all times hereafter, indemnify and hold harmless the **CITY**, the **CITY'S** agents, officers, employees, and the City Commission from and against all liabilities, claims, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of **CONSULTANT** and any other persons employed or utilized by the **CONSULTANT** in the performance of services under this Agreement. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes as amended from time to time.

The parties agree that one percent (1%) of the total compensation paid to **CONSULTANT** for the performance of this Agreement shall represent the specific consideration for the **CONSULTANT'S** indemnification of the **CITY**. This Agreement shall survive the term of this Agreement. Nothing in this section shall be construed to affect in any way the **CITY'S** rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes as amended from time to time, or as otherwise provided by applicable law or judicial decisions.

8.10 **INSURANCE:** **CONSULTANT** shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance and Professional Liability Insurance as follows:

Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000 each accident.

General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

Professional Liability/Errors and Omissions Coverage

If the **CONSULTANT** is to provide professional services under this Agreement, the **CONSULTANT** must provide the **CITY** with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the **CONSULTANT'S** operations or premises, any person directly or indirectly employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this Agreement.

CONSULTANT acknowledges that the **CITY** is relying on the competence of the **CONSULTANT** to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to **CONSULTANT'S** negligent errors and omissions, **CONSULTANT** shall promptly rectify them at no cost to **CITY** and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Agreement term, requests for payments originating after such lapse shall not be processed until the **CITY** receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, **CITY** may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- A. Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- B. That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Purchasing Division
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If **CONSULTANT** is Successful **CONSULTANT**, then prior to commencement of Contract, **CONSULTANT** must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

- 8.11 **REPRESENTATIVE OF CITY AND CONSULTANT:** It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** in writing of one or more **CITY** employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed. **CONSULTANT** shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement. In performing services under this Agreement, Consultant is acting as an agent of City and it is the intention of the parties that Consultant shall have the benefit of any immunity from suit available to City.
- 8.12 **ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.
- 8.13 **ALL PRIOR AGREEMENTS SUPERSEDED:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 8.14 **NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with

the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

CITY

Karen M. Brooks, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Fax: 954-973-6777
Email: kbrooks@coconutcreek.net

CONSULTANT

Steve Watts
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954-921-7781
Fax: 954-921-8807
Email: swatts@cgasolutions.com

- 8.15 **TRUTH-IN-NEGOTIATION CERTIFICATE:** Signature on this Agreement by **CONSULTANT** shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.
- 8.16 **NON-EXCLUSIVE AGREEMENT:** The services to be provided by **CONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY'S** sole and reasonable discretion.
- 8.17 **WARRANTIES OF CONSULTANT:** **CONSULTANT** hereby warrants and represents as follows:
- A. At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
 - B. At all times during this Agreement, **CONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner.
- 8.18 **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement, shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.19 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

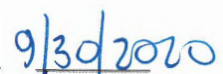
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Calvin, Giordano & Associates, Inc., signing by and through its VP, Steve Watts, duly authorized to execute same.

CITY OF COCONUT CREEK

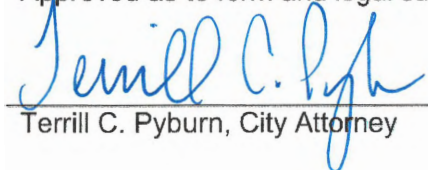
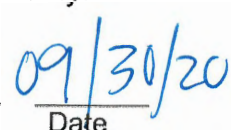
ATTEST:


Leslie Wallace May
City Clerk


Date


Karen M. Brooks, City Manager

Date

Approved as to form and legal sufficiency:


Terrill C. Pyburn, City Attorney

Date

[Vendor's Signature to Follow]

CALVIN, GIORDANO & ASSOCIATES, INC.

ATTEST:

Dawn Hopkins
(Corporate Secretary)

Steve Watts
Steve Watts, VP

9-29-20
Date

Dawn Hopkins
Type/Print Name of Corporate Secy.

Steve Watts Vice President
Type/Print Name of VP

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA: :SS

COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 29 day of September, 2020, by Steve Watts (name of person) as Vice President (type of authority, e.g. officer, trustee, attorney in fact) for Calvin, Giordano & Assoc (name of party on behalf of whom instrument was executed).

Sara R. Blumkin
Signature of Notary Public
State of Florida at Large



Sara R. Blumkin
Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced
☐ DID take an oath, or
☐ DID NOT take an oath.

EXHIBIT "A"
NEGOTIATED FEE SCHEDULE

These positions / titles are common throughout the profession. Firms using a different nomenclature for the listed positions, but similar in responsibility, shall use those listed below for the purposes of providing hourly rates.

Position / Title	Hourly Rate
Principal (PE registered)	\$215.00 / per hour
Senior Engineer (PE registered)	\$180.00 / per hour
Land Surveyor (PLS registered)	\$160.00 / per hour
Landscape Architect (State Registered)	\$160.00 / per hour
Project Manager	\$160.00 / per hour
Engineer	\$135.00 / per hour
Environmental Scientist	\$140.00 / per hour
Planner	\$135.00 / per hour
Senior Planner	\$180.00 / per hour
Technician	\$ 95.00 / per hour
Drafter/GIS	\$115.00 / per hour
Field Inspector	\$100.00 / per hour
Staff Assistant	\$ 75.00 / per hour



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Ranking of Engineering firms/Easement Acquisition RFQ 2020-01

Submitting Dept: Town Manager

Agenda Date: November 17, 2020

1. BACKGROUND / HISTORY

In an effort to move the project of burying the utilities forward, the next phase is to secure the easements within Town where the equipment is to be stationed. In the past, the Town utilized a consultant to work with FPL to develop the inventory and location of equipment to be positioned alongside A1A. Furthermore, in March 2020, the Town received the binding cost-estimate from FPL of \$3,978,596 for the project.

At this point, the Town needs the expertise of a consultant to review the plans, locate the least intrusive location for the easement and secure an agreement with the respective residents for future construction.

During the December 2020 Commission Meeting, the Commission accepted the ranking from the Selection Committee for RFQ 2020-01 and authorized the Town Manager to negotiate a contract with the selected firms in the order of the rankings.

Selection Committee Ranking RFQ 2020-01

1. Utility Consultants of Florida
2. Craig A. Smith
3. Engineering Consultants

Over the past few weeks, discussions occurred to craft an agreement that would provide a framework for the tasks needed for the next phase of the project, while protecting the Town's funds.

2. CURRENT ACTIVITY

Attached is an agreement that provides the services of a firm with undergrounding experience, who is currently working on a similar project with Brannon and Gillespie, our prior engineers, and was ranked as the most qualified company responding to our RFQ.

3. FINANCIAL IMPACT

The contract is budgeted for \$35,000 and is segmented into three phases to allow the Town to assess the viability of securing the easements. If success is not deemed likely, the Town reserves the right to terminate the contract with 10 days notice and only pay for time and material as of the termination date.

4. RECOMMENDATION

Approval of the contract with Utility Consultants of Florida is recommended.

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WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute an Agreement with Utility Consultants of Florida, for RFQ 2020-001 Town of Hillsboro Beach Easement Acquisition and Burying of Utility Lines Project Management Services.

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this
____ day of _____ 2021.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



**AGREEMENT FOR RFQ 2020-01 TOWN OF HILLSBORO BEACH EASEMENT
ACQUISITION AND BURYING OF UTILITY LINES
PROJECT MANAGEMENT SERVICES**

THIS AGREEMENT FOR TOWN OF HILLSBORO BEACH EASEMENT ACQUISITION AND BURYING OF UTILITY LINES (hereinafter, the "Agreement") is entered into between the Town of Hillsboro Beach, Florida hereinafter referred to as "TOWN", and Utility Consultants of Florida, hereinafter referred to as "CONTRACTOR", each hereinafter a "Party" and collectively the "Parties," in consideration of the mutual benefits, terms, and conditions hereinafter specified. WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN solicited responses to a Request for Qualifications in anticipation of entering into a non-exclusive contract to perform Project Management services, and

WHEREAS, the TOWN issued a Request for Qualifications for Easement Acquisition and Burying of Utility Lines, RFQ No. 2020-01 (the "RFQ");
and

WHEREAS, the RFQ defined the Scope of Services and included certain specified Project Deliverables as outlined in the RFQ; and

WHEREAS, the TOWN determined that CONTRACTOR was qualified for appointment to perform the scope of services set forth in the RFQ; and

WHEREAS, the Town Commission determined that CONTRACTOR was qualified for engagement to perform the Scope of Services set forth in the RFQ and directed the Town Manager to negotiate an agreement with the CONTRACTOR; and

WHEREAS, the Town Manager, through his administrative staff, has successfully negotiated this Agreement with CONTRACTOR defining terms and conditions for the performance of consulting services within the scope of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, each of which is expressly incorporated below, the Parties agree as follows:

ARTICLE 1 – SERVICES

- 1.1 CONTRACTOR agrees to perform Utility Undergrounding Project Management services by way of individual task orders or purchase orders, at the request of the TOWN during the term of this Agreement, including the provision of all labor, materials, equipment and supplies (the "PROJECT"). The specified scope of work and services in connection with the PROJECT which may be assigned to CONTRACTOR is set forth on Exhibit "A", which may from time to time be modified upon mutual agreement of the Parties.
- 1.2 The TOWN's representative and point of contact during the performance of this Agreement shall be Mac Serda, Town Manager, Telephone (954) 427-4011.
- 1.3 The CONTRACTOR's representative and point of contact during the performance of this Agreement shall be Mark Porter, Sr. Project Manager, Telephone (321) 287-8911.

ARTICLE 2 - TERM

2.1 The CONTRACTOR shall be available to commence services immediately following TOWN Commission approval and execution of the Agreement by both Parties. The initial term of the Agreement shall be for a (1)-year time period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein. The TOWN reserves the right to renew this Agreement for (5) additional (1)-year periods under the same terms and conditions of the original Agreement. CONTRACTOR shall be available to provide updates to the TOWN Manager and TOWN Commissioner during the course of the PROJECT, it being understood that TOWN and CONTRACTOR will work together on scheduling the contemplated meetings as efficiently as practicable. CONTRACTOR shall also be available to the TOWN for consultation with the TOWN Manager, TOWN Commissioner, other TOWN personnel and attorneys, and personnel, agents, and representatives of all affected UTILITIES and other parties throughout the term of this Agreement, including any renewal periods or terms thereof.

ARTICLE 3 – TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the TOWN to the CONTRACTOR by way of purchase order.

ARTICLE 4 - PAYMENT

4.1 The CONTRACTOR shall be paid by the TOWN for completed work and for services rendered under this Agreement as follows:

- a. Payment for the work provided by CONTRACTOR shall be made as provided on Exhibit "A" attached hereto.
- b. The CONTRACTOR may submit invoices to the TOWN once per month during the progress of the Work for partial payment for work and tasks completed to date. Such invoices will be reviewed by the TOWN, and upon TOWN approval of the invoices or any part thereof, payment will be made to the CONTRACTOR in the amount approved.
- c. Final payment of any balance due the CONTRACTOR of the total contract price earned for each phase of the PROJECT will be made promptly upon its ascertainment and verification by the TOWN after the completion of the Work under this Agreement and its acceptance by the TOWN.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work and CONTRACTOR shall have no other recourse against the TOWN.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 All documents, and other materials produced by the CONTRACTOR in connection with the services rendered under this Agreement shall be the property of the TOWN whether the project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONTRACTOR's endeavors.

ARTICLE 6 - FUNDING

6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the TOWN in the annual budget for each fiscal year of this Agreement, and the Agreement is expressly subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONTRACTOR represents and warrants to the TOWN that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified

professionals to all assigned tasks, elements, and components of the PROJECT during the term of this Agreement. CONTRACTOR's services shall meet a standard of care for project management and related services equal to or exceeding the standards for working practices under similar conditions. In submitting its response to the RFQ, CONTRACTOR has represented to TOWN that certain individuals employed by CONTRACTOR shall provide services to TOWN pursuant to this Agreement. TOWN has relied upon such representations. Therefore, CONTRACTOR shall not change the designated key personnel for any phase of the PROJECT without the advance written approval of the TOWN, which consent may be withheld in the sole and absolute discretion of the TOWN.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONTRACTOR shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

9.1 CONTRACTOR shall indemnify, defend and hold harmless the TOWN, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR. Neither Party to this Agreement shall be liable to any third party claiming directly or through the other respective Party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and all such policies shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONTRACTOR shall procure and maintain continuously for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONTRACTORS or sub-CONTRACTORS that do not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the TOWN, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONTRACTOR shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent CONTRACTORS, Products Completed Operations and Contractual Liability with specific reference to Article 9, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the TOWN as an additional insured and shall include a provision prohibiting cancellation of the policy upon less than thirty (30) days prior written notice to the TOWN.

10.1.3 Business Automobile Liability: The CONTRACTOR shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage

liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONTRACTOR shall procure and maintain for the life of this Contract Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence.

10.2 It shall be the responsibility of the CONTRACTOR to ensure that all sub-CONTRACTORS comply with the same insurance requirements referenced above.

10.3 If, in the judgment of the TOWN, prevailing conditions warrant the provision by the CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the TOWN reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the TOWN's written notice, the TOWN, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONTRACTOR and the TOWN agree that the CONTRACTOR is an independent CONTRACTOR with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded TOWN employees by virtue of the services provided under this Agreement. The TOWN shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of the CONTRACTOR.

11.2 CONTRACTOR acknowledges and understands that, as an independent CONTRACTOR pursuant to this Agreement, CONTRACTOR shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONTRACTOR's obligation includes but is not limited to CONTRACTOR's obligation to preserve public records and make public records available to third parties in addition to the TOWN.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the TOWN shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the CONTRACTOR shall act, constitute, and serve as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

ARTICLE 14 - DISCRIMINATION PROHIBITED

14.1 The CONTRACTOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - NON-WAIVER

15.1 A waiver by either TOWN or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 16 – ARTICLE TERMINATION

16.1 Termination for Convenience: This Agreement may be terminated by the TOWN for convenience, upon ten (10) days of written notice by the TOWN to the CONTRACTOR for such termination in which event the CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, CONTRACTOR shall indemnify the TOWN against all loss, including but not limited to incidental loss, pertaining to such termination.

16.2 Termination for Default: In addition to all other remedies available to the TOWN, this Agreement shall be subject to termination by the TOWN for cause, should the CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The TOWN shall, in its absolute and sole discretion, determine whether the neglect or failure has been remedied at the end of the 30-day cure period.

ARTICLE 17 - DISPUTES

17.1 Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the state courts of Broward County, Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 18 – UNCONTROLLABLE FORCES

18.1 Neither the TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable

control of the non-performing Party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 18.2 Neither Party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing Party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - NOTICES

Notices to the TOWN of Hillsboro Beach shall be sent to the following address:

Town of Hillsboro Beach
Attn: Mac Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, Florida, 33062

Notices to CONTRACTOR shall be sent to the following address:

Utility Consultants of Florida
Attn: Melanie Porter, CEO
14800 Walsingham Road #102
Largo, FL 33774

ARTICLE 20 - INTEGRATED AGREEMENT

- 20.1 This Agreement, together with the RFQ and any addenda and/or attachments, represents the entire and integrated agreement between the TOWN and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both TOWN and CONTRACTOR.

ARTICLE 21 - SOVEREIGN IMMUNITY

- 21.1 TOWN is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure TOWN of the limitation from liability provided by any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure TOWN of the limitation from liability provided to the State's subdivisions by state law.

- 21.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its own costs and attorney's fees through and including any appeals and any post judgment proceedings. TOWN's liability for costs and attorney's fees, however, shall not alter or waive TOWN's entitlement to sovereign immunity, or extend TOWN's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law, unless otherwise agreed to by the Parties.

ARTICLE 22 – PUBLIC RECORDS

22.1 If the CONTRACTOR has questions regarding the application of Chapter 119, FL Statutes, to the CONTRACTOR's duty to provide public records relating to this contract, contact the custodian of public records at the TOWN CLERK, Town of Hillsboro Beach, 1210 Hillsboro Mile Hillsboro Beach, Florida 33062 (954) 427-4011.

Specifically, The Company shall keep and maintain public records required by the Property Owner to perform the Scope of Services. Upon request from the Property Owner, Company shall provide the Property Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency. Upon completion of the Scope of Services, transfer, at no cost, to the Property Owner all public records in possession of the contractor or keep and maintain public records required by the Property Owner to perform the service. If the Company transfers all public records to the Property Owner upon completion of the Scope of Services, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Scope of Services, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Property Owner, upon request from the Property Owner's custodian of public records, in a format that is compatible with the information technology systems of the Property Owner.

ARTICLE 23 - SCRUTINIZED COMPANIES

23.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S. for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement, in duplicate.

ATTEST:

TOWN OF HILLSBORO BEACH, FLORIDA

BY: _____
Sherry D. Henderson, CMC Town Clerk

BY: _____
Deborah L. Tarrant, Mayor

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

NAME OF CORPORATION

WITNESS:

Signature of Witness

Signature of Corporate President

Printed Name of Corporate President

Printed Name of Witness

Signature of Corporate Secretary

(Corporate Seal)

Printed Name of Corporate Secretary

EXHIBIT A**TOWN OF HILLSBORO BEACH EASEMENT ACQUISITION AND BURYING OF
UTILITY LINES (PROJECT MANAGEMENT)****SCOPE OF SERVICES**

TOTAL PROJECTED SCOPE	ESTIMATED HOURS	LOADED RATE	TOTAL	PHASE 1		PHASE 2		PHASE 3	
A) Coordination & initial discussions with Chanda Young (FPL)	16	\$ 150	\$ 2,400	8	\$ 1,200	4	\$ 600	4	\$ 600
B) Field review & compare w/ FPL final plan easement locations	28	\$ 150	\$ 4,200	12	\$ 1,800	8	\$ 1,200	8	\$ 1,200
C) Evaluate and sort the current list of (75) easements	12	\$ 150	\$ 1,800	8	\$ 1,200	2	\$ 300	2	\$ 300
D) Create & establish tracking sheet for resident consent/denial	9	\$ 150	\$ 1,350	3	\$ 450	3	\$ 450	3	\$ 450
E) Notify & coordination with Chanda (FPL) for any movements	30	\$ 150	\$ 4,500	10	\$ 1,500	10	\$ 1,500	10	\$ 1,500
F) Meet with affected property owners	111	\$ 150	\$ 16,650	37	\$ 5,550	37	\$ 5,550	37	\$ 5,550
	206		\$ 30,900	78	\$ 11,700	64	\$ 9,600	64	\$ 9,600

EXHIBIT B

**TOWN OF HILLSBORO BEACH EASEMENT ACQUISITION AND BURYING OF
UTILITY LINES (PROJECT MANAGEMENT)**

Request for Qualifications for EASEMENT ACQUISITION AND BURYING OF UTILITY LINES,
(RFQ No. 2020-01), to include all attachments and addenda, and the Contractor's response
thereto



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2021-04 Consideration to Authorize the Purchase of one (1) 2021 Ford Interceptor Utility Patrol Marked Vehicle for Police Department from Bartow Ford, Piggybacking the Terms of the Charlotte County, Florida Contract #2018000509.

Submitting Dept: Police, Sherry D. Henderson, Town Clerk

Agenda Date: January 5, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo - Purchase New Police Vehicle (12-15-2020)
 2. 04 - Ford Interceptor Utility Patrol Marked Vehicle for Police Department Piggyback Charlotte County



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Approval to purchase a new vehicle with contract pricing and a waiver of bid for the accessories.

Submitting Dept: Police Chief

Agenda Date: December 2, 2020

1. BACKGROUND / HISTORY

On October 18 Unit 163 was involved in a traffic crash. Our insurance provider assessed the damage and totaled the vehicle. We do not have a reliable spare vehicle due to this crash. The salvage is handled through our insurance: \$23,401 – 1,000 deductible = **\$22,401**.

2. CURRENT ACTIVITY

We request approval to utilize the Charlotte County contract which expires on 09/31/21 for the purchase of a new patrol vehicle from the awarded vendor Bartow Ford.

We also request a waiver of bid in the amount of \$10,000 in favor of Bartow Ford, for the purchase and installation of lighting, cages, accessory equipment, tag and title. By using the dealer for this purchase, we will have one point of contact for any repairs to the equipment, and the dealer will come directly to our location for the repair.

By purchasing the vehicle by this method, the vendor is willing to match Florida Sheriff's Association Contract Pricing and we will also reduce the time of deployment for the new vehicle by 6 weeks. This is important since the PD has no reliable spare vehicle.

3. FINANCIAL IMPACT

The cost will be \$48,413.83 from budgeted funds.

4. RECOMMENDATION

It is recommended that the Commission approve this purchase and waive the bid for the accessories.



Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

PURCHASE ORDER NO.	11/13/20A
ORDER DATE	11/13/20
P.O. NUMBER AND REQUESTING DEPT. MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS AND CORRESPONDENCE	

VENDOR NUMBER:

**V
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Bartow Ford
2800 US Highway 98 North
Bartow FL 33830

**S
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O**

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Tel: 954-427-4011
Fax: 954-427-4834

REQUISITION	BUYER	TERMS	F.O.B.	SHIP VIA
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ITEM NO.	STOCK NO.	ACCOUNT NUMBER	QUANTITY	U/M	UNIT PRICE	TOTAL AMOUNT
DESCRIPTION						

1						
	2021 Ford Interceptor Utility 3.3L V6 Direct – Injection Hybrid System Engine 10 speed Automatic Transmission Front Headlamp Prep Rear Taillight Prep Package Dark Car Feature Factory Grill, Lamp, Siren & Speaker Wiring Factory Pillar Mounted LED Spotlight Voice Activated Bluetooth Keyless Entry Fob Reverse Sensing Class III Trailer Tow Lighting Package Pre-Collision Assist w/Pedestrian Detection Factory Rear View Camera Global Lock/Unlock Rear Console Plate Pricing in accordance with the Charlotte County Contract #2018000509					

REQUESTING DEPARTMENT: Town Manager

TOTAL

\$48,413.83

Authorized By:

The Town of Hillsboro Beach is EXEMPT from FEDERAL EXCISE TAXES AND STATE SALES AND USE TAX. Certificate of Sales Tax Exemption number: 85-801264235C-2, expiration 7/31/2022. Payments will be in accordance with the Florida Prompt Payment Act.

William M. Serda, Town Manager

October 30, 2020

Hillsboro Beach Police Department
Chief Jay Szesnat

DESCRIPTION		
K8A	2021 Ford Interceptor Utility	
99W	3.3L V6 Direct-Injection Hybrid System Engine	
44B	10 Speed Automatic Transmission	
	Front Headlamp Prep	
86T	Rear Taillight Prep Package	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Voice Activated Bluetooth	
55F	Keyless Entry Fob	
76R	Reverse Sensing	
52T	Class III Trailer Tow Lighting Package	
76P	Pre-Collision Assist w/Pedestrian Detection	
	Factory Rear View Camera	
18D	Global Lock / Unlock	
85R	Rear Console Plate	
	Factory Invoice	BARTOW \$42,010.00
	Government Price Concession Discount	BARTOW \$2,650.00
	4.06% Contract Discount	CC BID \$1,598.02
	Whelen 55" Legacy DUO Lightbar Red/Blue with Full LED Take Down Lights, Cruise Lights, LED Alley Lights & Full Rear Amber Traffic Advisor, (2) Rear Brake Pods, Mounting Kit, Whelen Carbide 21 Button Touch Pad Siren Controller, OBD II CANPORT Plug, (1) Whelen SA315P 100 Watt Speakers Mounted Forward on Push Bumper, Whelen ION's DUO (1) Red/White (1) Blue/White Mounted Forward in Push Bumper, (4) Whelen Clear Vertex LED's 2 Front & 2 Rear Mounted in Headlights & Taillights, (2) Whelen ION DUO's (1) Red/White (1) Blue/White Mounted on Angle Bracket each Side of Push Bumper, (6) Whelen ION's Mounted Exterior Rear Pillars (3 Red & 3 Blue), Go Rhino Partition Polycarbonate with Center Sliding Window with Metal Mesh Screen, Lower Extension Panel & Recessed Panel, Go Rhino Steel Window Bars, Molded Rear Prisoner Seat with Outboards Seat Belt & Mesh Screen, Go Rhino Push Bumper with 2 Light Cutouts, Santa Cruz Single Weapons Mount with Handcuff Key Lock, Havis C-VS-1012-INUT Console, (2) Magnetic Mic Clips, CUP2-1001 Self Adjusting Cup Holder, C-ARM-101 Arm Rest & 2 Charging USB (Includes all required faceplates), Havis 11" Slide Out Locking Swing Arm with Motion Adapter with UT-1006 Universal Laptop Tray, 500 Watt Power Inverter, Raised Rear Weapons Vault with 4" Basket, 800 MHZ Antenna, Driver Side Tiger Tough Seat Cover, Hillsboro Beach POLICE Graphics, 100 AMP Fuse, 6 Block Panel Fuse, Bartow Ford Custom Installation	\$10,532.00
	Yellow CITY Tag	\$119.85
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$48,413.83

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052

2800 US Hwy North
Bartow, Florida 33830

STROBES **55" LEGACY**
 STROBES **CCSRN5 / CCSK1**
 STROBES **SA315P**
 TIGER TOUGH **TIGER TOUGH T52140B**
 STROBES **(2) I2E (2) I2D**
 STROBES **4 VTX609C**
LUND VAULT
 STROBES **RPLS50**
 ALL POWER **TH500**
 GO RHINO **5344A-2L61**
 GO RHINO **5700W**
 GO RHINO **5700SCR**
 GO RHINO **5700FIR**
 GO RHINO **570721**
 GO RHINO **5UF1911**
 GO RHINO **571723**
 STROBES **(2) MAGNETIC MIC**
SANTA CRUZ
 STROBES **MAB8U / NM0Q800**
 \$125.00 **PACK**
 \$100.00 **SHOP SUPPLIES**

C-VS-1012-INUT
CUP2-1001
C-USB-2
UT-1006
 STROBES **C-ARM-101**
C-MD-112

RICK **GRAPHICS**
 ANDY **TINT**
 \$1,380.00 **EVT**

BARTOW FORD COMPANY

WE ARE DIFFERENT AND WE WILL PROVE IT

2800 US 98 NORTH

BARTOW, FLORIDA 33830

PHONE 863-533-0425 FAX 863-533-9347

Date

November 8, 2020

Hillsboro Beach Police Department

Chief Jay Szesnat

UOM	DESCRIPTION	BARTOW	GARBER FORD / FSA
K8A	2021 Ford Interceptor Utility 3.3L V6 Direct-Injection Hybrid System Engine	35,280.00	\$35,908.00
86T	Rear Taillight Prep Package	59.00	\$59.00
43D	Dark Car Feature	24.00	\$24.00
60A	Factory Grill, Lamp, Siren & Speaker Wiring	49.00	\$49.00
51T	Factory Pillar Mounted LED Spotlight	419.00	\$419.00
55F	Keyless Entry Fob (2 Additional Key & Fobs)	59.00	\$340.00
76P	Pre-Collision Assist w/Pedestrian Detection	144.00	\$144.00
76R	Reverse Sensing	274.00	\$274.00
18D	Global Lock / Unlock	NO CHARGE	NO CHARGE
85R	Rear Console Plate	44.00	NO BID
1	WPLB-LED 2 TIER Whelen Premium All LED Dual Lightbar, (Model F8FSA1) Fully loaded, 100% Solid State Electronics, manufactured in America, includes a Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, 295SLSA6 Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket	\$1,950.00	\$2,645.00
1	Upgrade to Whelen Cencom CANCLT7 Cencom- Deluxe siren, microprocessor controlled	\$647.00	\$496.00
1	Upgrade Lightbar Package to Full DUO Lighthead	\$796.00	\$896.00
1	Whelen Carbide Expansion Module	\$137.00	NO BID
4	Whelen VTX609C Clear Vertex LED's Headlights & Taillights	\$236.00	\$496.00
2	ST6 Whelen Thin ION's Mounted Each Side of Push Bumper	\$192.00	\$296.00
1	Whelen RSPL Outer Edge Rear Pillar Exterior Mount, Blue/Blue ION	\$786.00	NO BID
1	Go Rhino 5700W Partition with Recessed Panel & Filler Kit	\$726.32	\$996.00
1	Go Rhino Steel Window Bars		\$259.00
1	Aedac Prisoner Seat with Center Belts Mesh Rear Cargo Barrier	\$853.73	\$1,246.00
1	Santa Cruz SC-920-5 XL #H Universal Vertical Weapons Mount - Handcuff Key	\$214.36	\$326.00
1	Santa Cruz Adjustable Gunlock Timer - Ignition Powered Run Through Carbide	\$32.64	INCLUDED
1	5344 Go Rhino Steel Push Bumper with 2 Forward Facing ION LED's	\$521.00	\$846.00
1	5433-2L61 Cut Out Mask for (2) Whelen ION's	\$25.93	INCLUDED
1	Lund Raised Rear Weapons Vault	\$950.00	\$1,396.00
1	500 Watt Power Inverter	\$38.00	\$89.00
1	Rear Door Handle & Window Switch Cover Plates	\$16.00	\$269.00
1	Hillsboro Beach POLICE Graphics	\$495.00	\$525.00
1	Steel Rear Window Bars	\$239.00	\$259.00
1	Police Console with Cup Holder, Arm Rest & 3 12V Outlets	\$695.00	\$725.00
1	Laptop Stand with Universal Laptop Tray	\$425.00	\$646.00
1	Havis Brother/Pentex PocketJet Printer Mount	\$185.00	\$296.00
2	Magnetic Mic Clips	\$75.00	NO BID
1	Dual USB Port	\$76.00	NO BID
1	Driver Side Tiger Tough Seat Cover	\$249.00	NO BID
1	800MHz Antenna	\$31.00	NO BID
1	Yellow CITY Tag	\$119.85	\$116.55
1	Bartow Ford Custom Installation	\$1,350.00	\$1,050.00
		\$48,413.83	\$51,090.55

DIDN OFFER ON SHERIFFS

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**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM
VEHICLES - ANNUAL CONTRACT**

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2020 **To:** 9/30/2021

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2020 through and including September 30, 2021

Contract Specialist: Alisa True

Phone: 941-743-1549

Fax: 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Hal Daniels 7/20/2020

Requested by: Richard Weissinger
Bartow Ford

See attached.

Signature/Date

Approved by: Lorri Gutierrez
Fleet Operations Manager

Gutierrez, Lorrie Gutierrez, Lorrie
Jul 22 2020 1:54 PM
cosign

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Kimberly Corbett Kimberly Corbett
Jul 22 2020 2:10 PM
cosign

Signature/Date

Approved by: Hector Flores
County Administration

Flores, Hector Flores, Hector
Jul 22 2020 4:24 PM
cosign

Signature/Date

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

- () Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy, and any other documentation for

VEHICLES – ANNUAL CONTRACT

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Please indicate by (✓) that you have included the following documentation with your bid:

- () Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD

(This form to be returned)

F6	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Cloth Rear -inc: driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar) and passenger 2-way manual track (fore/aft, w/manual recline)	\$59.00
47E	12.1" Integrated Computer Screen -inc: 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area, Audio Video Extender (AVX) box, 2 AVX cables, 2 USB cables and 1 HDMI cable, SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack	\$2,744.00
65U	Interior Upgrade Package -inc: Center Floor Console Less Shifter, console and top plate w/2 cup holders, (Maintains column shifter), SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack, 1st & 2nd Row Carpet Floor Covering, front and rear floor mats: INCLUDES CLOTH SEATING IN REAR	\$0.00
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$259.00
76D	Underbody Deflector Plate -inc: Engine and transmission shield	\$334.00
16D	Badge Delete -inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)	\$0.00
DSPOTLIGHT	DELETE DRIVERS SIDE LED SPOTLIGHT	(\$270.00)
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$619.00
51T	Driver Only LED Spot Lamp (Whelen)	\$419.00
59B/?	Keyed Alike - 1284X: OR ANY KEYED ALIKE CODE AVAILABLE	\$49.00
64E	Wheels: 18" Painted Aluminum -inc: Spare wheel is an 18" conventional (Police) black steel wheel	\$474.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$894.00
66B	Tail Lamp Lighting Solution -inc: LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps, LED lights only, Wiring and controller not included	\$430.00

BARTAW
FORD PRICING

60C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$454.00
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$59.00
90D	Driver Only Ballistic Door-Panels (Level III+)	\$1,584.00
90E	Ballistic Door-Panels (Level III+) -inc: Driver and passenger front-doors	\$3,169.00
90F	Driver Only Ballistic Door-Panels (Level IV+)	\$2,414.00
90G	Ballistic Door-Panels (Level IV+) -inc: Driver and passenger front-doors	\$4,829.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Locks/windows operable from driver's door switches	\$159.00
68G	BLIS Blind Spot Monitoring w/Cross Traffic Alert -inc: Manual Fold-Away Mirrors w/Heat	\$74.00
55B	Without memory and without puddle lamps	\$544.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$49.00
68B	Police Perimeter Alert -inc: Detects motion in an approximately 2 /U-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument	\$674.00
76P	Pre-Collision Assist w/Pedestrian Detection -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use	\$144.00
76R	REVERSE SENSING SYSTEM	\$274.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$24.00
17A	Rear Auxiliary Air Conditioning	\$609.00
17T	Switchable Red/White Lighting in Cargo Area -inc: Dels 3rd row overhead map light	\$49.00
60R	Noise Suppression Bonds (Ground Straps)	\$99.00
TREM	TREMCO ANTI-THEFT-foot activated, dealer installed	\$239.00
SAFE	SAFESTOP ANTITHEFT	\$260.00
2-TONE	PAINT 4 DOORS WHITE ON DARK VEHICLE(ADD \$500 FOR DOORS AND ROOF: ADD \$800 TO PAINT FRONT AND REAR FASCIAS	\$925.00
P CONS	POLICE CONSOLE: VEHICLE SPECIFIC W/ARMREST/CUPHOLDERS/3 ABLE OUTLETS	\$725.00
COMP	UNIVERSAL LAPTOP MOUNT WITH STAND/ TILT SWIVEL	\$686.00

PB400	SETINA PUSH BUMPER (TWO INTEGRATED LIGHTS IN BUMPER ADD \$300	\$546.00
	Front Prisoner Partition Extra Legroom with Recessed Panel and 1/2	
8XL	Poly - 1/2 Expanded Metal Window (Setina, Pro-Gard or Equivalent	\$896.00
	Front Prisoner Partition Extra Legroom with Recessed Panel and	
10XL	Sliding Window with Metal Screen (Setina, Pro-Gard or Equivalent)	\$996.00
	SUV Rear Prisoner Partition with Expanded Metal (Setina, Pro-Gard	
12VS-M	or Equivalent : ADD \$100 FOR COATED POLYCARBONATE	\$596.00
	Setina Full Transport Replacement Seat with Center Pull Seatbelts	
SUVSEAT	and Rear Expanded Metal Partition	\$1,246.00
	All aluminum In-Vehicle (rear seat area) K-9 Container	
K9	to protect the public, officer, K-9, and vehicle	\$2,796.00
	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the	
ERDO	officer to release the K-9 from the vehicle from a remote position.	\$996.00
	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high	
HAS	temperatures	\$876.00
SWB	Steel Window Bars for Rear Door Windows (Setina, Pro-Gard or Equivalent)	\$259.00
3K	Third Key and Fob Cut and Programmed	\$246.00
TINT	Dealer Tint All Windows (Add \$25 for Windshield Strip)	\$246.00
DECALS	Design and Install Custom Decal Package	\$525.00
VVS	Vent visors - stick-on style	\$149.00
RS	Rainshields - flange style	\$149.00
MATS	1st and 2nd Row HD Floor Liners (Weathertech or Equivalent)	\$249.00
TTAG	Temporary Tag (Add \$25 if Overnight Shipping Required)	\$6.00
TRANS	Transfer Tag (Add \$25 if Overnight Shipping Required)	\$86.00
YTAG	Yellow Tag (Add \$25 if Overnight Shipping Required)	\$116.55
BUA	Back Up Alarm; Dealer Installed	\$138.00
SIBL	Spray In Bedliner (LINEX, Rhino or Equivalent)	\$495.00
UC	LINEX Undercoating Application	\$695.00
ATB	Bright Aluminum Toolbox	\$495.00
	PLEASE SEE GARBER'S LIGHTS AND UPFITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING,	
	TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE	
ALL UPFITS	CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!	



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2018000509 VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

**PRE-BID CONFERENCE: 11:00 a.m., AUGUST 20, 2018
PURCHASING DIVISION CONFERENCE ROOM**

**BID OPENING: 2:00 p.m., AUGUST 29, 2018
PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 185092. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: alisa.true@charlottecountyfl.gov.

Notice of Availability
Posted: August 7, 2018



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2018000509, VEHICLES – ANNUAL CONTRACT**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to alisa.true@charlottecountyfl.gov or faxed in to the Purchasing Division at 941.743.1384.

**TABLE OF CONTENTS
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

Notice of Availability	1
"No Bid" Response Page	2
Table of Contents	3
INSTRUCTIONS TO BIDDERS	4-8
TECHNICAL SPECIFICATIONS & CONDITIONS	9-11
BID FORM	12-15

**INSTRUCTIONS TO BIDDERS
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 185094. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

IB-27 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-28 CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000509**

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from October 1, 2018 through and including September 30, 2019. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Previous contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Historical Catalog. The previous Contract number for this project is **15-418** and is entitled '**Vehicles – Annual Contract**'.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify the Fleet Manager or his designee, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an 'as required' basis.

TS-05 SCOPE:

A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 37,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup, within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Fleet Management.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. **DO NOT REMOVE WINDOW PRICE STICKER**
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed \$40.00 dollars.
8. If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
 - Temporary license plate and/or county plate
 - Owner and/or operator manual(s).
 - Warranty certifications, including rustproofing, if applicable.
 - Copy of pre-delivery service report.
 - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30 day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

The County shall reimburse the Contractor for the actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

TS-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsive by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:
EFFECTIVE 10/01/2019

- | | |
|--|--|
| 1. EMERGENCY AND WARNING LIGHTS: | 7. UTILITY AND STAKE BODIES: |
| A. STROBE - NORTH AMERICAN SIGNAL COMPANY | A. KNAPHEIDE |
| B. ROTATING BEACON – TARGET TECH (FEDERAL SIGNAL CORP) | B. READING |
| C. CORNER INTERCEPT – NOVA ELECTRONICS | 8. CRANES: |
| 2. BEDLINERS: | A. AUTO-CRANE |
| A. DURALINER | B. LIFT MOORE |
| B. RHINO LININGS | 9. DUMP AND FLAT BED DUMP HOISTS: |
| C. LINEX SPRAY IN | A. VENCO CONVERSION HOISTS |
| 3. TOOL BOXES: | B. RUGBY |
| A. DELTA | 10. TRUCK AND VAN ACCESSORIES: |
| B. DAYTON | A. SILVER SHIELD SYSTEMS |
| 4. TRAILER HITCHES: | B. TAILGATERS |
| A. DRAW-TITE | C. MASTERACK |
| B. REESE | D. AMERICAN VANS |
| 5. LIFT GATES: | 11. SERVICE & PARTS MANUALS (CD OR HARD COPY): |
| A. TOMMY GATE | A. HELMS PUBLISHING |
| 6. ALUMINUM DUMP BODY INSERTS: | 12. LAP TOP MOUNTS |
| A. TRUCK CRAFT | A. KODIAK MOBILE CF31 IDOCK |
| B. EZ DUMPER | B. JOTTO DESK |
| | 13. REAR MOUNTED CAMERA |
| | A. ZONE DEFENSE |

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

NEW VEHICLE PURCHASES:

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE	X	VEHICLE FOR FACTORY INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF DISCOUNT	→	NET COST (LIST PRICE LESS DISCOUNT)
%	X	\$34,239.00 (2018 Explorer 2WD SU 4D Auto XLT)	=	\$	→	\$
%	X	\$37,818.00 (2018 F250 Super Duty Regular Cab XLT)	=	\$	→	\$
SUB-TOTAL						\$

DEALER INSTALLED OPTIONS:

PERCENTAGE MARK-UP	X	DEALER INSTALLED OPTIONS ACTUAL INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF MARK-UP	→	NET COST (ACTUAL INVOICE PLUS MARK-UP)
%	X	\$135.00 (Window Tint on a 2018 Explorer SU XLT)	=	\$	→	\$
%	X	\$135.00 (Window Tint on a 2018 F250 XLT)	=	\$	→	\$
SUB-TOTAL						\$

TOTAL COST OF PURCHASING ONE (1) 2018 FORD EXPLORER SU XLT WITH WINDOW TINT, AND ONE (1) 2018 FORD F250 SUPER XLT WITH WINDOW TINT:	\$
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Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

() Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD CO

(This form to be returned)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 185094. No information regarding the submittal will be divulged over the telephone.

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 8/21; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. 2, Dated 8/27; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation X

Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW, FL ZIP 33830

Telephone: (813) 477-0052 Fax Number: (863) 535-1038 E-mail: THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SALES

Date: 8/29/18
(This form to be returned)

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

A. Local Business Definition:

Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option):

Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / STAR</u>
<u>BEDLINERS</u>	<u>FORD / DURA LINER / RHINO LININGS / LINEX</u>
2. <u>TRAILER HITCH</u>	2. <u>FORD / DRAW TIGHT / REESE</u>
<u>UTILITY & STAKE BODIES</u>	<u>KNAPHEIDE / READING / PREMIER</u>
3. <u>CRANES</u>	3. <u>VENTURO / AUTO CRANE / LIFT MOORE</u>
<u>DUMP BODIES</u>	<u>KNAPHEIDE / RUGBY / VENCO / GODWIN</u>
4. <u>LIFTGATES</u>	4. <u>TOMMY GATE / WALTCO</u>
<u>ALUMINUM DUMP BODY INSERTS</u>	<u>TRUCK CRAFT / EZ DUMPER</u>
5. <u>TRUCK & VAN ACCESSORIES</u>	5. <u>MASTER RACK / RANGER / ARDIEN STEEL</u>
<u>LAP TOP MOUNTS</u>	<u>HAVIS / JOTTO / GAMBER</u>
<u>SERVICE & PARTS MANUALS</u>	<u>HELM PUBLISHING</u>
<u>REAR MOUNTED CAMERA</u>	<u>THIS IS NOW A FACTORY ITEM</u>

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature _____

Dated 8/28/18

Name of Bidder: BARTOW FORD

(This form to be returned)

9/28/2018

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
2800 US Hwy 98 North
Bartow, FL 33830

RE: NOTICE OF ACCEPTANCE

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2018000509, Vehicles - Vehicles, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Please note the following changes to the Bid Package:

Item 1 TS-05 SCOPE:, A. GENERAL, 5th paragraph states,

"From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source."

Please revise this to read:

"From the date of the purchase order, the bidder shall have 48 hours to place the vehicle(s) order with the Ford Motor Company, and shall provide the order number provided by Ford to Charlotte County along with the expected production time. For those vehicles requiring fabrication, the fabrication schedule shall be coordinated with a Charlotte County Fleet Department representative. The Awarded Contractor shall make every effort to provide Charlotte County with the vehicles ordered in a timely manner and shall keep Charlotte County up to date on all information regarding vehicle delivery including, but not limited to, production and/or fabrication delays.

Item 2 TS-05 SCOPE:, C. VEHICLE CONDITION, Item 8 states,

"If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted."

Please revise this to read:

"Vehicles not requiring fabrication shall be delivered with less than 250 miles as indicated by the vehicle's odometer. Allowances will be made for vehicles that require off-site fabrication, but vendor shall make the effort to keep mileage to a minimum. Vehicles with 1,000 miles or more as indicated by the vehicle's odometer may not be accepted without prior approval from Charlotte County.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on August 29, 2018. Please sign and return to this office by email or fax at 941-743-1384. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2019, with option to renew for two additional one-year terms, by mutual consent.

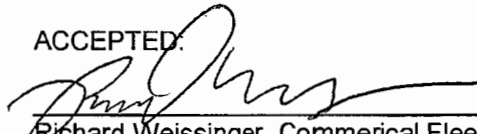
If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Senior Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/at

ACCEPTED:


Richard Weissinger, Commerical Fleet Sales

Date:

09/28/2018

cc: File

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2018000509 Title: Vehicles - Annual Contract
Department: Budget and Administrative Services Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

	Yes	No
1. Did the Contractor/Vendor perform and/or deliver on time?	☒	☐
2. Was quality of product/service rendered in conformance with specs?	☒	☐
3. Did the Contractor/Vendor provide timely warranty service and/or repairs?	☐	☒
4. Did the Contractor/Vendor display cooperation in working out problems?	☒	☐
5. Would you recommend that Charlotte County continue to do business with the firm?	☒	☐

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Lorrie Gutierrez Date: 7/23/2020

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WHEREAS, the Town Commission deems it to be in the best interests of the Town to waive competitive procurement and authorize the appropriate Town officials to purchase one (1) 2021 Ford Interceptor Utility Patrol Marked Vehicle for the Police Department.

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2021.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2021-05 Consideration to Approve and Authorize Appropriate Town Officials to Execute the First Amendment to the Participation Agreement & Regional Interlocal Agreement with Broward County for E-911 Communications Systems.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: January 5, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo
 2. 05 - Broward County E-911 Communications System
 3. Letter from Broward County



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: First Amendment to the Participation Agreement & Regional Interlocal Agreement with Broward County for E-911 Communications Systems

Submitting Dept: Police Chief

Agenda Date: December 2, 2020

1. BACKGROUND / HISTORY

In September of 2013, Broward County municipalities entered into an agreement with Broward County “in order to promote health, safety, and general welfare by improving the safety of first responders and person residing or traveling in Broward County, eliminating or reducing call transfers that results in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits”.

2. CURRENT ACTIVITY

This new agreement fundamentally defines responsibilities and base level of services for the Administrator (Broward County) and Participating Communities (Town of Hillsboro Beach/Police Department) related to the public safety access points (PSAPs) countywide and your police department. Some of our responsibilities include procuring mandatory security addendums, conducting annually training and keeping current with all Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement FDLE requirements. After speaking with them, the amendments were agreed upon.

The term of this contract is for 5 years.

The Hillsboro Beach Police Department is very proud to be in compliance with all of the agreed upon security addendums, training and CJIS/FDLE requirements.

3. FINANCIAL IMPACT

There is no additional cost associated with this Regional Interlocal Agreement.

4. RECOMMENDATION

It is recommended that the Commission approve and accept the Regional Interlocal Agreement/Participation Agreement.



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the

base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be January 1, 2021.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); the Operational Review Team (ORT) is responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

Amendments to the Participation Agreements

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 **Administrator**. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 **Agreement**. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

- ~~2.3~~ **2.2 Administrative Call.** The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) staffed at a level to provide supervision of dispatch operators on a ratio of 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

* * *

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received in a Host PSAP that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into this Standard an a Agreement with County for pParticipation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities that provides the Base Level of Services to all Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight, and operations of the Consolidated Regional E-911 Communications System. Operational data shall be reviewed on an annual basis, and results from the review will be used as the basis for determining the staffing level for System Services to support the Base Level of Service for the subsequent fiscal year. No dispatch consolidation modifications

relative to System Services for any Participating Community shall be made based upon the element of Base Level of Services identified in Section 2.3(ii) (namely, the answer delay in a four-hour block of time for a single radio talk group staffed by a single radio operator) ("Consolidated Talk Group Change") until an analysis is completed by Fitch & Associates (or other consultant competitively procured by County) based upon no less than twelve (12) months of operational data after the cutover to the P25 digital trunked simulcast radio system. Furthermore, County shall provide the affected Participating Communities with said data and the proposed Consolidated Talk Group Change at least thirty (30) days prior to any such modification. Within that thirty (30) day period, County shall meet with the public safety officials of the affected Participating Communities to seek mutual acceptance of the proposed Consolidated Talk Group Change. In the event mutual acceptance is not achieved, the proposed Consolidated Talk Group Change will go through the engagement process for final resolution. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System. The System shall operate subject to the control, internal operating rules and regulations of County. County, Operator, and Participating Communities agrees to comply with the requirements of the applicable Management Control Agreements relating to COUNTY operation of the Regional Public Safety Infrastructure at Host PSAP(s).

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ the Broward Sheriff's Office to authorize the use of the Participating Community's FDLE router. All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County, County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The

operation and efficiency performance criteria for the System (the "Standards") shall be as set forth on Exhibit "B" ~~(the "Standards")~~; ~~provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement between County and Operator.~~ **Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.** County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of three (3) members appointed by the Fire Chiefs Association, three (3) members appointed by the Police Chiefs Association, and one (1) member appointed by the City Managers Association. The ORT shall review and recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.**

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.
12. The Participation Agreement is amended to include Exhibit C as attached hereto.

Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies**

or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards. City agrees to comply with any enforcement actions required by these policies and procedures ~~for~~, including Subscriber Maintenance and to prevent misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

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

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2020, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2020

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
René D. Harrod (Date)
Deputy County Attorney

RDH
06/04/2020
First Amendment Participation Agreement
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:

City Attorney

RILA EXHIBIT B

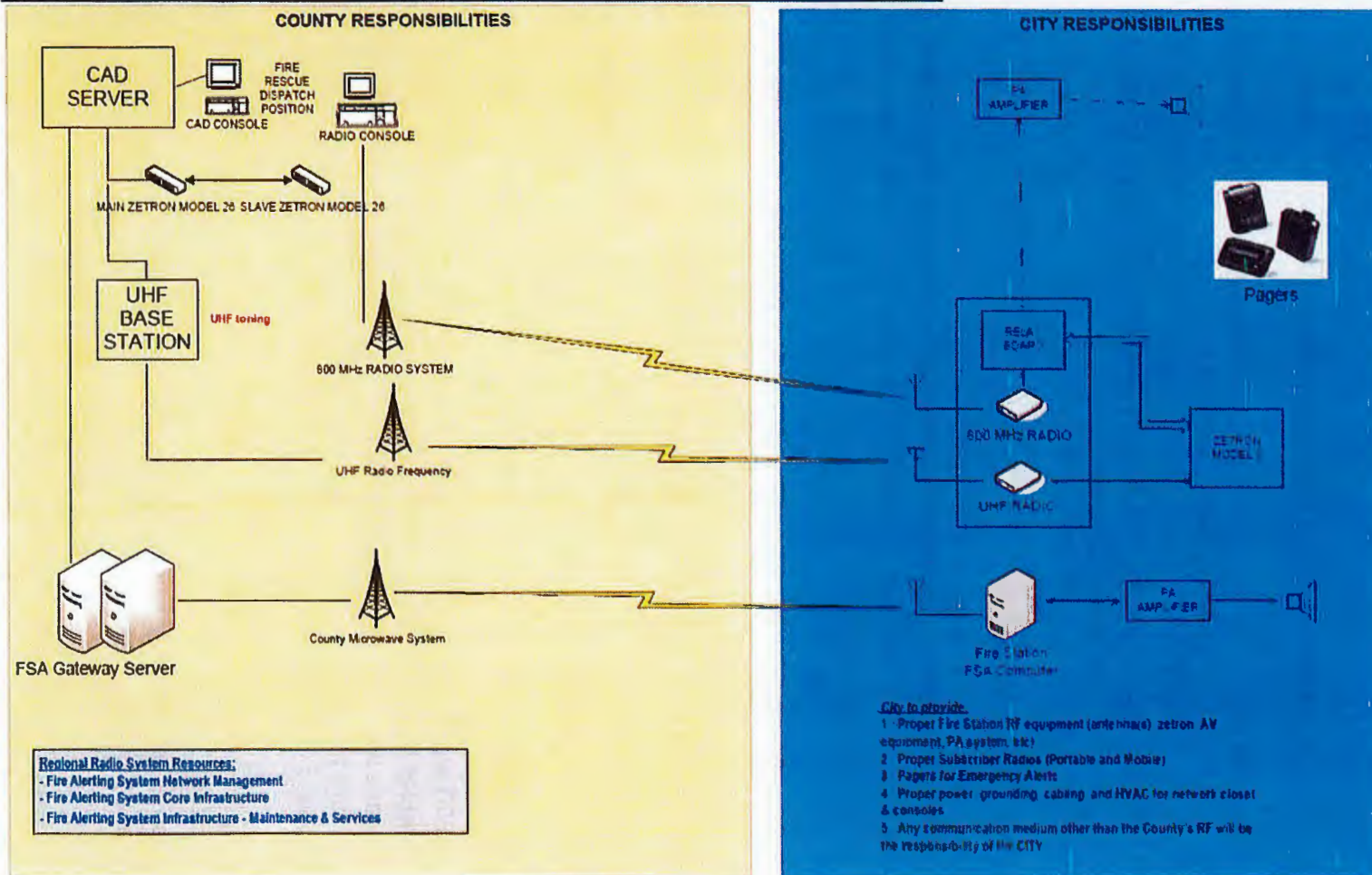
Broward County – ILA Radio Network

Fire Station Alerting System DMARC

RPSI – Fire Station Alerting System

Logical Network Design Overview Broward County Radio System

Broward County/City Responsibilities



COUNTY – PS1 – ILA - Regional Fire Station Alerting System Demarcation Point

Sheet 8 of 8

EXHIBIT C

Engagement Process¹

Step 1: Issue Identification and Proposed Resolution

1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.

2) Issues would be considered first by the existing Operational Review Team (ORT).

a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).

b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.

i) If the issue only involves a single agency, the issue would move to subparagraph 4.

c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.

3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.

4) The ORT would recommend approval or denial of the item.

5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.

6) BSO and County would consider the item under the following guidelines:

a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

¹ For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

Step 2: Approval by End-Users

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

Step 3: Escalation to Chief Administrative Officers

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency or agencies seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

Step 4: Implementation

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep the Participating Communities and their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of the ORT constitutes approval of the item except as expressly stated in Step 2 at Section (1)(a).

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SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2021.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

August 3, 2020

To: Municipal Managers

Subject: Amendments to the Participation Agreement for E911 Communications System

Dear Municipal Managers:

As communicated earlier this year, the amendments to the Participation Agreement and Regional Interlocal Agreement are needed to align the performance standards and engagement process with the Operator Agreement the County has with the Broward Sheriff's Office; to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements; and to permit municipalities to procure special municipal services above the base level of services.

The path to this agreement was reached by many hours of review, follow up discussion with staff and stakeholders, as well as a presentation at the BCCMA. This was undertaken with an eye towards uniting two agreements into one overarching document that can be used to direct the efficient operation of the Regional Consolidated Public Safety Dispatch System while delineating the responsibilities of all participants.

Your expeditious consideration is appreciated. Please note that should the amended agreements not be approved, the County will continue to provide services in accordance with the existing agreements, and in the absence of executed amended agreements, the County will unilaterally provide service in accordance with its commitment and responsibilities as established upon assumption of the regional consolidated dispatch program in 2014.

In my previous communication dated February 26, 2020, we requested that each City Commission approve the agreement by March 31st. Although several municipalities were successful in approving the agreement before the end of March, we are all aware of the impact felt globally by the pandemic. In the interim, we also received additional feedback from which a few updates were made to the document.

Attached is the updated version of the First Amendment to the Agreement for Participation in the Consolidated Regional E-911 Communications System and Regional Interlocal Agreement. **This is the version that should be considered by every City Commission as soon as possible and no later than September 1, 2020.**

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Municipal Managers
Amendments to the Participation Agreement for E911 Communications System
August 3, 2020

We request that you schedule this item for your commission's approval as promptly as possible.

If you have any questions, please contact Tracy Jackson at 954-831-3908 or tjackson@broward.org.

Sincerely,


Bertha Henry
County Administrator

Attachment

cc: Andrew J. Meyers, County Attorney
Tracy Jackson, Director, Regional Emergency Services & Communications

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RESOLUTION NO. 2021-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, EXPRESSING ITS SUPPORT OF THE BROWARD COUNTY AUDIT OF THE ANIMAL CARE AND ADOPTION DIVISION, REPORT NO. 21-05, DATED DECEMBER 16, 2020; PROVIDING FOR ITS SUPPORT OF THE IMPLEMENTATION OF GUIDELINES AND BEST PRACTICES BY THE ANIMAL CARE AND ADOPTION DIVISION WITH THE GOAL OF PROVIDING BETTER CARE FOR THE DOGS AND CATS MAINTAINED AT THE SHELTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Adoption Shelter is located at 2400 SW 42nd Street Fort Lauderdale, FL 33312 and is maintained and operated by Broward County through the Animal Care and Adoption Division for the purposes of providing care of dogs and cats;

WHEREAS, the Board of County Commissioners requested that an audit of the overall operation of the Broward County Shelter be undertaken by the Broward County Office of the County Auditor; and

WHEREAS, on December 16, 2020, the Office of the County Auditor issued its audit that among other things, the operation of the Shelter does not consistently adhere to best practices and laws, and that the programs and processes utilized at the Broward County Shelter are not operating effectively; and

WHEREAS, the audit identifies that 78% of the calls from the public, the majority of which relate directly to interest in the animals, go unanswered; and

WHEREAS, the audit indicates that the Broward County Shelter is understaffed by 33% and needs to increase staffing by 30-36 full-time employees; and

WHEREAS, the audit identifies that the use of volunteers has been eliminated for months, and recommends that it be reinstated and efficiently administered; and

WHEREAS, the operation of the Shelter results in animals in interior kennels are left in the dark for 14-18 hours a day; and

WHEREAS, the current operation at the Shelter relative to animal confinement (kennels/cages) fails to meet industry standards, which requires a minimum of two feet of space between defecation, feeding and resting areas for felines and soft bedding for canines; and

WHEREAS, the Broward County Shelter does not meet “no-kill” guidelines established by Broward County and statistics for October 2020 show 115 animal deaths. 27 died “in care” and 88 were euthanized, often without following proper protocol for public outreach before being euthanized; and

1 WHEREAS, the audit indicates that basic medical care is lacking due to insufficient
2 veterinary oversight; and
3

4 WHEREAS, the audit identifies that outdoor canine play areas go unutilized while dogs
5 are kept in cages day after day; and
6

7 WHEREAS, the Town Commission of the Town of Hillsboro Beach deems it in the
8 best interest of the Town to express its support of the Broward County Audit of the Animal
9 Care and Adoption Division dated December 16, 2020.
10

11 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
12 **THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:**
13

14 **SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
15 ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby
16 incorporated herein.
17

18 **SECTION 2.** The Town Commission of the Town of Hillsboro Beach, Florida
19 hereby expresses its support of the Broward County Audit of the Animal Care and Adoption
20 Division dated December 16, 2020; a copy of the Audit is attached hereto as Exhibit "A".
21

22 **SECTION 3.** The Town Commission of the Town of Hillsboro Beach, Florida
23 expresses its concern that the Broward County Shelter, due to operational failures, fails to
24 provide adequate care for dogs and cats and therefore the Town Commission fully supports that
25 all the recommendations contained in the audit be immediately implemented and adhered to by
26 the Broward County Animal Care and Adoption Division.
27

28 **SECTION 4.** The appropriate Town officials are authorized and directed to execute
29 the necessary documents to comply with this Resolution.
30

31 **SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith, be and the
32 same are repealed to the extent of such conflict.
33

34 **SECTION 6.** If any clause, section or other part of this Resolution shall be held by
35 any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or
36 invalid part shall be considered eliminated and will in no way affect the validity of the other
37 provisions of this Resolution.
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39 **SECTION 7.** This Resolution shall become effective immediately upon its passage
40 and adoption.
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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____day
of _____ 2021.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

EXECUTIVE SUMMARY

At the request of the Broward County Board of County Commissioners, we conducted an audit of the Animal Care and Adoption Division. We conclude that kennel operations do not consistently adhere to best practices and laws. We conclude that programs and processes are not operating effectively. We conclude that personnel are adequately trained. Except as noted within this report, we conclude that assets, revenue, and expenses are handled and accounted for appropriately.

The Animal Care and Adoption Division (ACAD) is not adequately staffed to support current operations and provide minimum standards of care without over reliance on volunteers. We estimate that ACAD is at 65% the staffing level needed to adequately provide full services to the public for the specific operations reviewed. Our analysis shows that additional staff are needed in Kennel Operations, Clinic Services, Customer Service, and key program positions such as foster, rescue, adoption, return-to-field, volunteer, outreach, and information technology. In addition, we noted that ACAD has no certified animal behaviorists to assist in identifying and treating animals with behavioral issues and additional veterinarians are needed to provide adequate medical care. In total, we recommend ACAD staffing be increased by 29.5 to 36 FTE, depending on the number of volunteers used to assist in providing enrichment and whether programs such as pet licensing are outsourced as recommended.

Lighting in kennel areas is not used in compliance with industry guidelines to maintain animal health and well-being. Animals at the facility located in the interior kennel areas are without light daily between 14 to 18 hours. Leaving animals in darkness for an excessive amount of time may impact animal medical and behavioral health.

Current work schedules are inadequate to maintain animal health and well-being or support Shelter operations. Animals are left unattended for 16 to 18 hours without interaction with either other animals or humans. Cleaning begins within one hour of opening to the public at 11 a.m. which is insufficient time to address the quantity of animal waste which builds up within the kennel contributing to offensive odors within the kennels upon opening to the public. When combined with inadequate ventilation, it creates an unpleasant experience. In addition, cleaning is still in process upon opening, resulting in hoses within walkways and wet floors which increase the risk of injury to volunteers and members of the public. Also, animals are fed shortly before opening hours increasing the likelihood that animals will produce waste during the hours the shelter is open to the public.

Kennels and cages at the shelter are not secured during the hours the shelter is open. Anyone within the shelter, including volunteers, and members of the public can open kennels and cages and remove animals without employee supervision. Uncontrolled access to kennels and cages increases risks to animals, volunteers, the public, and employees, who may have to deal with incidents that occur. Dogs shaking the kennel door are at times able to open kennel doors increasing the risk of injury to the animal, public, volunteers and employees.

Kennel areas are not adequately monitored by employees during hours the shelter is open to the public to ensure the safety of members of the public, volunteers, and animals, and reduce legal liability. We have observed kennel operations staff, cleaning, and walking dogs throughout the day while volunteers and shelter visitors are generally unsupervised in Kennel areas. Volunteers have indicated during focus groups that it is difficult to find shelter staff when assistance is required. We have observed hazards to employees, volunteers, and the public, such as spills from water bowls and the occasional urine in the walkway while volunteers and members of the public are present. During interviews with volunteers, we noted that volunteers have been bitten while attempting to handle a suddenly aggressive animal without employees being present in Kennel areas to assist.

During our review of the sanitation procedures, we noted concerns that require immediate attention. The built-in Spray Master Technology (SMT) system, a pressure cleaning system used in the shelter to clean and sanitize animal enclosures while conserving water is not working as designed and requires immediate attention. Procedures to prevent contamination and the spread of disease (Fomite control) within kennel operations need to be enhanced and immediately implemented to reduce contamination with pathogens that contribute to transmission of disease. During our daily observations, we noted that staff do not consistently adhere to appropriate anti-contamination procedures.

Standard Operating Procedures regarding behavioral health do not align with national standards. Dogs do not consistently receive behavior evaluations either during the intake process or periodically throughout shelter stays. Eleven of 50 (22%) dogs we reviewed did not receive a behavior evaluation within seven days of intake as required by the shelter's intake policies. Six of 50 (34%) dogs in the shelter between 8-30 days did not receive a behavior evaluation. In addition, animal behavior classifications are not adequately recorded within the Chameleon system or consistently supported by behavior notes. Lack of appropriate supporting documentation for behavior classifications and inadequate recording of behavior classifications within Chameleon may increase risk of injury to the animal, employees, volunteers and members of the public and may not allow an adequate historical record to justify euthanasia based on animal behavior. According to industry guidelines, assessment of an animal's behavior must begin at the time of intake. Just as care is taken to note any physical problems that may require attention, behavioral

problems (stress, fear, anxiety, aggression) that require intervention or affect how that animal can be safely handled should also be noted at the time of intake and entered into an animal's record. Actions should be taken to respond promptly to behavioral needs.

Enrichment activities at the shelter are inadequate to maintain the health and well-being of animals. There is no formal schedule, criteria, and documentation of enrichment activities for animals within the shelter. In addition, while enrichment experiences are provided, such as walks and playtime, management is unable to demonstrate if all animals participate in these experiences or the frequency of participation, because the experiences are not scheduled or documented. For example, management uses a whiteboard to document daily walks; however, the whiteboard is managed by volunteers and inconsistently updated by staff. The whiteboard is erased each day and no permanent record is retained. The lack of adequate enrichment activities may cause animals to suffer mentally, be stressed, and cause behavior to deteriorate significantly reducing the likelihood of adoption and increasing the risk of euthanasia.

During our review of the administration of the Volunteer Program, we noted that improvements are needed. There is an inadequate number of volunteers daily to meet the needs of the shelter and make up for the lack of shelter staffing noted in our report. Volunteer surveys are not performed at various stages of the program as required by the approved Volunteer Standard Operating Procedure.

The pet licensing program is ineffective and potentially results in approximately \$13 Million annually in lost revenue, based on statistics indicating the approximate number of pets in Broward County. The County issues licenses for only 17% of all pets in the County, based on statistical data. The number of licenses issued monthly appear to be decreasing year over year. For example: The number of licenses issued in December 2019 was approximately 13% lower than December of the previous year. Pet registration renewal averaged 51.4% during the five-year period reviewed. Pet registration tags are required to be issued/renewed annually, with few exceptions. In addition, we estimate cost savings of approximately \$1.1 million over a three-year period when outsourcing is combined with the change to "Forever Tags" (not required to be renewed annually). In addition, professional outsourcing could lead to better compliance, which could significantly increase revenues.

Animal enclosures do not consistently meet industry guidelines. Smaller cages/enclosures used for housing cats are too small to allow a minimum of two feet between food, urination and defecation, and resting areas. Dog kennels/enclosures do not consistently contain a soft resting place to provide comfort and prevent pressure sores from developing, as required by ASV Guidelines, without adequate documentation. During our shelter observations from February 24 – 26, 2020, we noted six kennels without a bed or bedding. Upon follow-up with management

and review of the Chameleon system, in four of six (67%) instances there was no documentation supporting the absence of a bed or bedding.

Employees and volunteers are not adequately trained on animal handling procedures. Animal handling training is currently informal and typically handled through on-the-job training, volunteers train other volunteers and employees train other employees. As a result, animal handling procedures are inconsistently applied, and standards are unclear. Industry standards indicate that adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals. ACAD has incurred liability claims of \$22,000 for animal bites during the audit period for volunteers and the public and \$27,000 in workers compensation claims for animal bites for employees.

Animal inventory counts or animal census to ensure all animals are accounted for are not performed daily as required by ACAD's Daily Census procedure. For example, during the period October 1, 2019 to January 31, 2020, animal inventory counts were performed on average every five days with a range of one to 13 days.

The current process for identifying and listing animals that require Foster is informal and is not tracked within the Chameleon system to maintain an adequate history. Staff utilizes a whiteboard to record animals needing foster which is periodically erased and not used to update Chameleon, the system of record. This method does not ensure completeness, facilitate the establishment of animals' history, is not measurable, facilitate the generation of system reports, or ensure transparency and accountability.

Daily assessments of at-risk animals are not performed by the Rescue Coordinator to proactively make them available to rescue groups. Upon inquiry, we were informed by staff that there is just not enough time or staff resources to conduct daily assessments and still meet other deadlines. Rescue application files are not adequately maintained and do not consistently contain required documentation. Twenty-nine of 49 (59%) sampled rescue partners did not have complete application documentation.

Medical procedures require enhancement. Periodic medical examinations are not performed for animals in the shelter greater than 30 days. Five of 29 (17%) animals sampled, did not have documentation of a medical examination during intake within the Chameleon system. Twelve (12) out of thirty (30) (40%) animals tested were missing evidence that their initial weight was recorded at intake, and two (2) out of thirty (30) (6%) animals tested were missing evidence that the animal's weight was recorded while at the facility.

During our review of field service response activities, we noted concerns. Nineteen of 60 (32%) field service calls sampled had response times that exceeded expected response times

established in ACAD's policies and procedures. The dispatch function is performed by a designated field service officer each shift while working in the field increasing response times. Dispatch and call response activities should be segregated. While the designated field officer is responding to a call, dispatch activities cannot be efficiently performed. There are currently no formal Field Service Officer monitoring procedures. During our review of Field Service Officer activities using global position system (GPS) data, we identified several concerns. We noted longer than usual routes between call locations. Field Service Officers sometimes spent most of the shift driving on highways, instead of driving through communities to patrol. Stops were made unrelated to a specific call that appear longer than what would be considered normal or related to field officers' daily duties.

Public records requests are not responded to in a timely manner. ACAD received 599 public records requests during the period October 1, 2018 to May 22, 2020, with an average response of 43 days. As of May 22, 2020, 62 public record requests were open with an average of 314 days since the receipt date.

Customer service calls are not handled adequately. The ACAD Customer Service number received 54,548 calls during the audit period. Of those calls, 42,661 (78%) were not answered by Customer Service personnel. We found that 75% of the unanswered calls were forwarded to voicemail.

During our review, we noted ACAD does not perform periodic emergency evacuation drills of the shelter. There are many reasons the shelter may have to be evacuated including bomb threats, fire, active shooter, etc. During these situations, the lives of employees, volunteers, visitors, and animals should be considered.

The Spay and Neuter Programs are not adequately monitored for effectiveness. The spay and neuter program is driven by the budget not on data monitoring demand or increases and decreases in animal populations. Management has no method to monitor whether the program is achieving its objective.

Trust fund accounts are not managed adequately to ensure that monies are accounted for appropriately and used for the appropriate purpose. All four trust fund balances are comingled and not accounted for separately making it difficult or impossible to validate fund balances and ensure that funds are transferred and disbursed for the purposes intended by County ordinance. For example, ACAD was unable to provide the fiscal 2019 year-end fund balance for each of the four trust funds. After review of the Adoption Trust Fund, we were unable to verify that \$40,513.70 in interest income for fiscal year 2019 was allocated to the Adoption trust account. Adoption donations of \$29,131 were incorrectly recorded to the General Trust Account for fiscal year 2019.

The Pet Supermarket agreement is expired and has not been renewed or updated since September 2012. We further noted that provisions within the old agreement are still in effect today, and that monitoring and progress reports of animals at Pet Supermarket is not occurring per the terms of the agreement. The Pet Supermarket contract is required to be renewed every four years per the initial agreement.

During our review of Purchasing Card (P-Card) transactions, we noted that transactions are potentially split to circumvent the \$3,500 P-Card limit. Cardholder transactions totaling \$352,947, considered potential splits, were processed within one to seven days or there were an excessive number of monthly transactions with the same vendor. Master agreements are not consistently used to reduce costs.

The Animal Shelter has design flaws that require remediation and was not designed to support the County's goal of "No Kill". The Heating, Ventilation and Air Conditioning (HVAC) system is not adequately designed to support animal shelter operations. The current system does not adequately separate air between animal housing areas and administrative areas used by staff and members of the public. In addition, the air exhaust taking air out of the system is too close to the air intake resulting in the recirculation of bad air. Both these issues affect air quality within the building and contribute to unpleasant odors. The shelter is not designed to provide alternate housing based on length of stay, which has been identified as a risk factor for animal physical and psychological well-being. As the length of stay increases, it becomes progressively more important to provide space that is both mentally and physically stimulating. During inquiries with the Construction Management Division, they indicated there was no record or knowledge of a request to modify the construction program or adjust the design to suit the goal of "No Kill."

Exterior areas in the rear of the animal shelter used for animal enrichment (walks, playgroups) were not originally designed for that purpose and do not have adequate drainage to maintain animal health and well-being or support operations. While there are canopies installed in outdoor areas that provide some shade to reduce direct sunlight to employees, volunteers and animals on sunny days, these areas are not equally protected from inclement weather to facilitate their use for enrichment activities on rainy days. the grassy area between the building and the two fenced play areas is steeply sloped, slippery, and present a fall hazard to volunteers and employees taking dogs out for walks or enrichment. Several volunteers commented that they have slipped or have observed others slip due to the sudden slope. This is further exacerbated when walking strong dogs. Most of the area in the rear of the shelter building floods after heavy rainfall and may remain under water for extended periods affecting shelter operations.

Additional opportunities for improvement are included in our report. Our report contains a total of 135 recommendations for improvement. In addition, we assessed 87 allegations made to us by various individuals during the course of the audit, which are included in Appendix A. Management's response is included as Appendix D. We appreciate management's cooperation during the course of the audit.



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date November 23, 2020
Invoice No. 9624910

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through October 31, 2020 as summarized below:

Services	\$4,950.00
Disbursements	<u>\$0.00</u>
TOTAL THIS INVOICE	\$4,950.00

To ensure proper credit to the above account, please indicate invoice no. 9624910

Return remittance sheet with payment in US funds.

Wired funds accepted:

Akerman LLP Operating Account

c/o SunTrust Bank, Atlanta, GA

ABA Number: 061000104

Account Number: 0215-252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date November 23, 2020
Invoice No. 9624910

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
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Wired funds accepted:

Akerman LLP Operating Account

c/o SunTrust Bank, Atlanta, GA

ABA Number: 061000104

Account Number: 0215-252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860

074723 TOWN OF HILLSBORO BEACH, FLORIDA
 0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of October 31, 2020
 Invoice Number 9624910

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
1-Oct-20	Many calls with Commissioners and with legal team, and with opposing counsel re: discussion of Settlement issues, pull analysis re: covering groins vs. filling them, participation in zoom conference with M. Tarrant, T. Perry, T. Blankenship & M. Serda.	CAL	4.30	2,150.00
2-Oct-20	Communications with opposing counsel re: hearing dates for approval and issues relating to monetary cap.	CAL	0.50	250.00
5-Oct-20	Prepare outline of comments, receive edits, revise same, communications re: coordination and process and re: commissioners. (1.5) Review settlement in preparation for comments (no charge).	CAL	1.50	750.00
6-Oct-20	Prepare for by reviewing outline and notes on questions and potential questions, confer with co-counsel, attend, advise, and follow up from Settlement Vote, including communications with opposing counsel.	CAL	2.00	1,000.00
7-Oct-20	Communications regarding process in Deerfield Beach.	CAL	0.10	50.00
8-Oct-20	Updating commissioners re: process for Deerfield vote and thereafter.	CAL	0.30	150.00
9-Oct-20	Approving final Motion and Order re: dismissal; communications with opposing counsel and receipt and review of final signed agreement (.3); communications with commissioners, and town manager (.5 -no charge).	CAL	0.30	150.00
13-Oct-20	Emails with opposing counsel re: dismissal; review signed agreement prior to filing the Proposed Order and Motion.	CAL	0.60	300.00
14-Oct-20	Coordination of filing of joint motion and uploading proposed order; review and organization of final order of dismissal	J H	0.60	150.00
Total Services				\$4,950.00

074723 TOWN OF HILLSBORO BEACH, FLORIDA
0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of October 31, 2020
Invoice Number 9624910

<u>Initial</u>	<u>Name</u>	<u>Hours</u>	<u>Amount</u>
CAL	C. A. LAQUIDARA	9.60	4,800.00
J H	J. HIGGINBOTHAM	0.60	150.00
	Total	10.20	\$4,950.00



Invoice Date: 11/30/2020
Date Invoice Submitted: 12/2/2020
Invoice #: 20-1130-26
Account: 32-TOWNH

TO: TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
inframark@avidbill.com

INVOICE

Transportation Services Provided
For the month of
Nov-20

SHUTTLE BUS	3 days a week 9:00am to 5:50pm (8.83/day)		
	105.96 Service Hrs. @ \$53.00/Hr.	\$	5,615.88
Mon - Wed - Fri	12 Svc Days @ 8.83 Svc Hrs/Day = 105.96 Svc Hrs. (see details)		

Total Amount due this Invoice	\$	5,615.88
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For Billing Inquiries Please Call Thomas Rankine (954) 463-0845

Remittance Instructions:

Limousines of South Florida, Inc.
3300 SW 11th Ave.
Fort Lauderdale, FL 33315

Thank you for the Opportunity to Service your Transportation Needs

Town of Hillsboro Ridership Summary

November-20

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
43		42		41	
	27		37	40	
41		39		38	
43		38			
39					

0

Total Monthly Passengers:

468

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
111.0		109.0		110.0	
	109.0		109.0	109.0	
109.0		108.0		109.0	
109.0		109.0			
109.0					

0.0

Total Monthly Revenue Miles:

1310.0

Total Scheduled Revenue Miles

1306.0

Total Vehicle Hours

116.0

Total Revenue Hours

106.0

Service Days

12

Missed Service in Minutes

0

Passengers per revenue hour

4.4

Total Monthly Vehicle Miles: **

1,592.0

	<u>AM - 1st day this month</u>	<u>PM - Last day this month</u>
Veh 1460	110,786	112,391
Alt Veh # 1601	128,057	128,204



4225 E. Conant Street
Long Beach, CA 90808
Tel: (562) 590-6500
moffattnichol.com

Attention: Mac Serda
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
United States

Invoice : 00757189
Invoice Date : 12/24/2020
Project : 9225
Project Name : Hillsboro Beach Nourishment
Monitoring

For Professional Services Rendered From 3/29/2020 Through 11/28/2020

		Current
		Billings
37.D - Corps Processing-TM		481.75
Rate Labor	481.75	
37.E - FDEP Processing-TM		5,179.75
Rate Labor	5,179.75	
37.F - Broward Processing-TM		1,823.50
Rate Labor	1,823.50	
42.A - Buoys Permit Construction Drawings-TM		1,625.00
Rate Labor	1,625.00	
42.B - FWC Buoys Authorization-TM		43.75
Rate Labor	43.75	
42.C - FDEP Buoys Authorization-TM		1,353.50
Rate Labor	1,353.50	
42.E - Broward Buoys Authorization-TM		26.25
Rate Labor	26.25	

			Billings		
	Fee	% Complete	To Date	Previous	Current
44 - 2019 Post-Con Biological Monitoring-LS	30,000.00	1.40	420.25	0.00	420.25

Current Billings 10,953.75
Amount Due This Bill USD **10,953.75**

Check Lockbox Account
Payable to: Moffatt & Nichol
P.O. Box 51760
Los Angeles, CA 90051-0068

ACH Information
Bank / Account Name: MUFG Union Bank / Moffatt & Nichol
Address: 350 California Street, 1st Floor, San Francisco, CA 94104
Account Number: 64963107
Fed Routing Number: 021052053
clientpayments@moffattnichol.com

Domestic Wire
Account Number: 4501065066
Routing Number: 122000496
clientpayments@moffattnichol.com

International Wire
Account Number: 4501065066
Swift Code: BOFCUS33MPK

37.D - Corps Processing-TM

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Admin	0.25	55.000	13.75
Environmental Manager	1.00	230.000	230.00
Staff Engineer I	2.80	85.000	238.00
Total Rate Labor			481.75

Total Bill Task: 37.D - Corps Processing-TM**481.75****37.E - FDEP Processing-TM**

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Admin	0.15	55.000	8.25
CADD I	4.25	75.000	318.75
Engineer II	9.00	125.000	1,125.00
Environmental Manager	8.75	230.000	2,012.50
Senior Engineer	8.15	175.000	1,426.25
Staff Engineer I	3.40	85.000	289.00
Total Rate Labor			5,179.75

Total Bill Task: 37.E - FDEP Processing-TM**5,179.75****37.F - Broward Processing-TM**

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Engineer	10.25	175.000	1,793.75
Staff Engineer I	0.35	85.000	29.75
Total Rate Labor			1,823.50

Total Bill Task: 37.F - Broward Processing-TM**1,823.50****42.A - Buoys Permit Construction Drawings-TM**

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Engineer II	13.00	125.000	1,625.00
Total Rate Labor			1,625.00

42.B - FWC Buoys Authorization-TM

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Engineer	0.25	175.000	43.75
Total Rate Labor			43.75

42.C - FDEP Buoys Authorization-TM

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Admin	1.70	55.000	93.50
Engineer II	4.00	125.000	500.00
Environmental Manager	3.00	230.000	690.00
Senior Engineer	0.40	175.000	70.00
Total Rate Labor			1,353.50

Total Bill Task: 42.C - FDEP Buoys Authorization-TM**1,353.50**

42.E - Broward Buoys Authorization-TM

Rate Labor				
Class		Hours	Rate	Amount
Senior Engineer		0.15	175.000	26.25
Total Rate Labor				26.25

Total Project: 9225 - Hillsboro Beach Nourishment Monitoring

10,533.50

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
12/28/2020
ACCOUNT NO: 1182-0606490
STATEMENT NO: 34013

General Matters

			HOURS	
11/23/2020	DJD	Revise Resolution; Telephone conference call with Stephen Bloom. Telephone conference call with Sprint executive re: lease; Telephone conference call with Mac Serda.	1.60	
11/24/2020	DJD	Telephone conference call with Michael C. Owens, Senior Assistant County Attorney re: Tourist Development tax; participate in conference call with Town Manager and staff.	0.90	
11/30/2020	DJD	Review Agenda.	0.70	
12/01/2020	DJD	Attend Town Commission Meeting.	3.70	
12/02/2020	DJD	Telephone conference call with Michael Owens, Esq.; Participate in conference call with Town Manager and code officer.	0.70	
12/03/2020	DJD	Telephone conference call with Debbie Orshefsky, Esq.	0.60	
12/08/2020	DJD	Review invoices Re: FEMA.	0.70	
	DJD	Review email from Mario Sotolongo; Telephone conference call with Joe Arenal; Telephone conference call with Mayor Tarrant.	0.50	
12/14/2020	DJD	Participation in Special Magistrate Hearing.	1.30	
12/15/2020	DJD	Telephone conference call with Angela Wallace, Esq. re: Surtax. Telephone conference call with Town Manager.	0.50	
12/16/2020	DJD	Prepare draft Ordinance for initial meetings; Review RFP documents re: beach project; prepare Resolution.	1.30	
12/17/2020	DJD	Address agenda items.	0.70	
12/18/2020	DJD	Address agenda related items.	0.70	
12/22/2020	DJD	Receipt and review of Broward County Audit; telephone conference call with Mayor Tarrant.	0.60	
12/23/2020	DJD	Review items for Agenda.	0.40	
		FOR CURRENT SERVICES RENDERED	14.90	3,352.50

General Matters

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	14.90	\$225.00	\$3,352.50

Photocopies	99.40
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TOTAL EXPENSES THRU 12/27/2020	99.40
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TOTAL CURRENT WORK	3,451.90
--------------------	----------

BALANCE DUE	<u>\$3,451.90</u>
-------------	-------------------



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date November 23, 2020
Invoice No. **9624911**

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through October 31, 2020 as summarized below:

Services	\$0.00
Disbursements	<u>\$5,538.20</u>
TOTAL THIS INVOICE	<u>\$5,538.20</u>

To ensure proper credit to the above account, please indicate invoice no. 9624911

Return remittance sheet with payment in US funds.

Wired funds accepted:

Akerman LLP Operating Account

c/o SunTrust Bank, Atlanta, GA

ABA Number: 061000104

Account Number: 0215-252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date November 23, 2020
Invoice No. 9624911

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
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Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860

074723 TOWN OF HILLSBORO BEACH, FLORIDA
0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of October 31, 2020
Invoice Number 9624911

Total Services\$0.00

<u>Date</u>	<u>Disbursements</u>	<u>Value</u>
30-Sep-20	EDISCOVERY - Inv 858 - September 2020	5,538.20
Total for EDISCOVERY		5,538.20
Total Disbursements		\$5,538.20



TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com



Hillsboro Beach Police NOVEMBER 2020 Activity Report



	Nov-20	Prior Month	Nov-19
Marine			
Total Number of Marine Contacts	114	27	8
Total Number of Boats Removed From Swim Zone	11	9	0
Total Number of Wake/Safety Education Given/Noise Complaints	103	27	8
Hours of Marine Patrol	70.3	52.7	27
Hours of ATV Patrol	26	18	11
Traffic/Pedestrian/Cyclist			
Total Number of Traffic Contacts	73	52	83
Total Number of Trespassers Removed	55	77	56
Total Number of Cyclist Contacts	82	82	62
Hours Conducting Crosswalk Enforcement	29	23	10
Hours Of Bike Patrol	0	0	0
Activity			
Total Number of Sick/Deceased/Injured Calls For Service	8	13	14
CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift)	8	13	14
Total Number of Arrests	3	2	2
Total Number of Crashes	5	1	3
Service Calls	171	207	170

Attached: Crash Report, Complaints and Monthly Activity Report Breakdown.

Submitted by:


Jay Szesnat, Chief of Police

12/11/20
Date



TOWN OF HILLSBORO BEACH



Patrol Activity NOVEMBER 2020

Jay Szesnat, Chief of Police

jszesnat@townofhillsborobeach.com

	Mileage	Arrests	Traffic Contacts	Marine Contacts	Bicyclist Contacts	ATV Contacts	Security Checks	Service Calls*	Self Initiated Calls	Enforcements (crosswalk)	Work Zone Enforcements	Subpoena Hours	Training Hours	ATV Hours	Marine Hours	PD Bicycle Hours
Chief Szesnat	105						30									
Major O'Neill																
Lt. Pugliese	274						55	5								
Sgt. Mastandrea	540		2				450	11	2			4				
Sgt. Clark	1123	1	12		4		603	39	17							
Sgt. Gianino	875	1	4	21	5	23	525	42	52	3		1	6	16		
Sgt. Kirchoff	1077		1				1077	56	19	2		8				
Ofc. McGrath	903	1	11		11		420	27	18			1				
Ofc. Kelly	1066		27	11	42		394	39		3		1		1		
Ofc. Steel	667		1				613	24	19							
Ofc. Nolan	1064		7				659	51	5	8		2				
Ofc. Stengel	499					3	470	8	26	2		7	2			
Ofc. Pope	283			10			95	17	3			4		4.5		
Ofc. Torres	1016		8		20		890	60	19	11						
Ofc. Bukata																
Ofc. MacLellan				56		24							18	57.3		
Ofc. Grant				5												
Monthly Totals	9492	3	73	103	82	50	6281	379	180	29	0	0	28	26	78.8	0

*service calls represents number of officers responding to a call and is higher than total calls because more than one officer may respond to each call.



TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

Crash Locations NOVEMBER 2020

Location	Injury	No Injury	Fatal	Total
901 Hillsboro Mile		1		
901 Hillsboro Mile		1		
1175 Hillsboro Mile			1	
1160 Hillsboro Mile		1		
1221 Hillsboro Mile		1		
Total		4	1	5

Crash Causes

	Total
Careless Driving	
Failed to Yield Right of Way	
Improper Backing	1
Following Too Closely	
Disregarded Traffic Signal	
Exceeded Safe Speed	
Fail to Maintain Equipment	
DUI	
Hit and Run	3
Other	1
Total	5



TOWN OF HILLSBORO BEACH



Investigation Activity NOVEMBER 2020

Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

Complaint/Info			
Currently Working	Active	Pending	Cleared
Grand Theft	3		1
Robbery		1	
Burglary Conveyance	2	1	1
Burglary/Grand Theft		1	
Petit Theft		2	
Property Damage		1	
Criminal Mischief		1	1
Unlicensed Contractor			1
Burglary Structure			1
Fraud			2
Criminal Mischief		1	
Identity Theft	4		2
Burglary Vessel		1	
Trespass			2
Sexual Battery			1
Battery on Elderly			1
Simple Battery			1
Stolen Vehicle	1		
New			
Police Assist	1		
Criminal Mischief	1		
Burglary Conveyance			1



TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

Bias Based Profiling NOVEMBER 2020



	Traffic Contacts		Arrests (including traffic)		
	Male	Female	Male	Female	
White	34	12	1		
Black	8	3	2		
Asian	1				
Native American					
Other	9	6			
Total	52	21	3	0	76

2020 Gas Usage Police Department

Employee	Department	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total Gallons
1-Nagy	Police	107.9	98.9	93.3	113.0									413.1
1-Szesnat	Police					31.9	39.5	34.8	67.2	47.6	34.1	50.7		305.8
2-O'Neill	Police	0.0	14.2	31.3	0.0	0.0	14.5	0.0	0.0	0.0	0.0	0.0		60.0
3-Pugliese	Police	74.9	60.3	65.1	66.5	66.1	34.5	96.6	49.4	82.5	48.4	53.2		697.5
4-Mastandrea	Police	52.0	137.3	82.0	180.3	142.7	90.5	5.4	115.5	86.7	97.4	63.0		1052.8
5-Clark	Police	193.5	170.6	110.5	193.2	237.8	7.9	8.4	12.3	70.5	107.1	135.2		1247.0
6-Gianino	Police	0.0	0.0	0.0	10.2	65.1	145.7	134.7	67.2	17.2	0.0	20.2		460.3
7-Kirchoff	Police	12.6	13.2	1.7	34.0	84.8	129.8	189.7	107.4	12.8	11.8	112.0		709.8
8-McGrath	Police	135.4	149.0	152.9	189.0	165.8	14.8	73.6	117.6	116.4	127.6	99.2		1341.3
9-Kelly	Police	47.8	0.0	10.3	0.0	76.7	71.8	69.1	0.0	9.8	8.9	12.9		307.3
10-Steel	Police	118.8	118.2	157.7	102.7	148.1	25.4	0.0	5.2	91.2	66.4	68.3		902.0
11-Nolan	Police	77.4	36.5	9.2	26.1	16.1	155.4	104.0	48.4	8.8	17.1	8.3		507.3
12-Pope	Police	0.0	66.3	1.9	82.3	15.9	14.6	19.6	23.7	92.8	23.1	7.3		347.5
13-Stengel	Police	14.0	0.0	43.9	29.8	0.0	27.6	11.1	61.0	14.6	35.0	31.8		268.8
14-Torres	Police	47.9	0.0	49.8	48.3	56.4	64.4	29.2	44.4	62.4	14.1	21.2		438.1
16-MacLellan	Police	0.0	0.0	0.0	0.0	0.0	69.7	122.5	151.7	264.4	47.3	87.6		743.2
18-Beauparlant	Police	207.4	151.0	118.4	117.1	103.7	128.0	116.3	117.8	160.8	137.8	126.7		1485.0
17-Bukata	Police	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
26-Joseph	Maintenance	21.3	0.0	12.4	0.0	0.0	19.9	12.6	0.0	18.7	12.4	19.9		117.2
Police Totals	TOTALS	1110.9	1015.5	940.4	1192.5	1211.1	1054.0	1027.6	988.8	1157.2	788.5	917.5	0.0	11404.0

Gas Usage Water Department

19-Garray	Water Dept	45.9	37	0	18	16.3	36.9	39.3	18.4	54	34.6	0		300.4
20-Bullard	Water Dept	57.3	83.7	103.4	55.7	56.8	58.7	119.6	26.3	56.3	76.1	54		747.9
21-Charles	Water Dept	20.4	59.8	36.7	43.9	36.8	0	16.8	67.5	15.7	0	54.5		352.1
22-Knapstein	Water Dept	0	0	0	0	0	0	0	0	0	0	0		0
23-Rivera	Water Dept	0	0	0	0	0	0	0	0	0	0	0		0
Water Totals		123.6	180.5	140.1	117.6	109.9	95.6	175.7	112.2	126	110.7	108.5	0	1400.4

Gas Tank 31.5" = 1977 gal

2020 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	2,157	3,372	4,136	4,298	2,356	655	4,276	4,901	4,661	5,219	4,760		40,791
161	2,491	2,286	2,535	1,259	3,946	3,703	4,029	4,620	4,030	4,753	4,656		38,308
162	24	540	45	343	46	10	18	47	34	92	76		1,275
163	4,257	2,438	2,112	4,400	4,200	4,614	1,488	877	1,019	830	0		26,235
164-TN	2,468	2,463	2,455	1,952									9,338
164-JS					840	552	682	812	1,099	714	943		5,642
166	1,289	1,247	1,451	1,399	1,221	767	1,713	1,020	1,020	1,211	1,382		13,720
TOTAL	12,686	12,346	12,734	13,651	12,609	10,301	12,206	12,277	11,863	12,819	11,817	0	135,309
GALLONS	1,110.90	1,016	940	1,193	1,211	1,054	1,028	988.8	1157.2	788.5	918		11,404

Specialty Vehicles PD

Marine 1	40	3	4.2	51.2	97	74.5	111.2	88	130	52.7	70.3		722.1
ATV	8.7	6.6	8.7	15	24	20	19	18	12	18	26		176

Water Department

170	577	532	311	194	69	137	131	97	183	158	126		2,515
171	105	47	55	0	4	8	18	0	0	0	0		237
172	502	473	637	439	666	472	527	405	343	489	306		5,259
173	199	236	218	100	47	116	124	295	194	116	106		1,751
174	0	0	150	538	559	571	403	720	455	516	541		4,453
TOTAL	1,383	1,288	1,371	1,271	1,345	1,304	1,203	1,517	1,175	1,462	1,079	0	14,215
GALLONS	123.6	180.5	140.1	118	110	96	176	112.2	126	111	108.5		1,401

Vehicle/Mileage Recap NOVEMBER 2020

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	23,080	18,320	4,760	5,219	-459
161	SUV	Road Patrol	21,732	17,076	4,656	4,753	-97
162	Crown Vic.	Training/Decoy	124,547	124,471	76	92	-16
163	SUV	Road Patrol	52,133	52,133	0	830	-830
164	Charger	Chief	73,606	72,663	943	714	229
166	Charger	Major	178,531	177,149	1,382	1,211	171
		Police		Police	11,817	12,819	-1,002
170	Pickup Truck	Maintenance	94,267	94,141	126	341	-215
171	Pickup Truck	Maintenance	91,131	91,131	0	0	0
172	Pickup Truck	Water Dept	54,463	54,157	306	489	-183
173	Pickup Truck	Water Dept	4,396	4,290	106	116	-10
174	Pickup Truck	Water Dept	4,653	4,112	541	516	25
		Water Dept		Water Dept	1,079	1,462	-383
		EOMH		BOMH	CMH	PMH	INC/DEC
M1	Boat	Patrol	1890.7	1820.4	70.3	52.7	18
165	ATV	Patrol	144.9	119.1	26	18	8

Key

EOM= End of Month

BOM= Beginning of Month

CMM= Current Month Mileage

PMM= Previous Month Mileage

INC/DEC= Increase/Decrease

EOMH= End of Month Hours

BOMH= Beginning of Month Hours

CMH= Current Month Hours

PMH= Previous Month Hours

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203075	ALARM	11/01/2020	1160 HILLSBORO MILE
203076	ALARM	11/01/2020	1160 HILLSBORO MILE
203082	ALARM	11/03/2020	1039 HILLSBORO MILE
203087	ALARM	11/03/2020	1207 HILLSBORO MILE
203089	ALARM	11/04/2020	1199 HILLSBORO MILE
203090	ALARM	11/04/2020	995 HILLSBORO MILE
203091	ALARM	11/05/2020	991 HILLSBORO MILE
203100	ALARM	11/08/2020	1199 HILLSBORO MILE
203103	ALARM	11/08/2020	901 HILLSBORO MILE
203115	ALARM	11/10/2020	1097 HILLSBORO MILE
203118	ALARM	11/10/2020	1063 HILLSBORO MILE
203119	ALARM	11/10/2020	991 HILLSBORO MILE
203124	ALARM	11/11/2020	1063 HILLSBORO MILE
203146	ALARM	11/15/2020	1097 HILLSBORO MILE
203149	ALARM	11/15/2020	901 HILLSBORO MILE
203157	ALARM	11/16/2020	1073 HILLSBORO MILE
203158	ALARM	11/16/2020	1063 HILLSBORO MILE
203173	ALARM	11/18/2020	1199 HILLSBORO MILE
203190	ALARM	11/22/2020	1231 HILLSBORO MILE
203203	ALARM	11/25/2020	1167 HILLSBORO MILE
203210	ALARM	11/26/2020	1231 HILLSBORO MILE

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type Page 1
 Report Date: 12/01/2020
 from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203213	ALARM	11/26/2020	1057 HILLSBORO MILE
203222	ALARM	11/28/2020	1150 HILLSBORO MILE
Total Complaints for ALARM		:	23

203130	ANIMAL	11/12/2020	975 HILLSBORO MILE
203148	ANIMAL	11/15/2020	1149 HILLSBORO MILE
203165	ANIMAL	11/17/2020	1125 HILLSBORO MILE
Total Complaints for ANIMAL		:	3

Monthly Report by Complaint Type Page 2
 Report Date: 12/01/2020
 from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203138	ASSIST OTHER AG	11/13/2020	1135 HILLSBORO MILE
203155	ASSIST OTHER AG	11/15/2020	0 DEERFIELD BEACH
203195	ASSIST OTHER AG	11/23/2020	1239 HILLSBORO MILE
203196	ASSIST OTHER AG	11/23/2020	1159 HILLSBORO MILE
203237	ASSIST OTHER AG	11/30/2020	901 HILLSBORO MILE
Total Complaints for ASSIST OTHER AG:		:	5

203127	BOAT COMPLAINT	11/11/2020	965 HILLSBORO MILE
Total Complaints for BOAT COMPLAINT :		:	1

203223	DISABLED VEHICL	11/28/2020	931 HILLSBORO MILE
Total Complaints for DISABLED VEHICL:		:	1

203085	FOUND PROPERTY	11/03/2020	1210 HILLSBORO MILE
Total Complaints for FOUND PROPERTY :		:	1

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
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203120	HIT AND RUN	11/10/2020	901	HILLSBORO MILE
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203159	HIT AND RUN	11/16/2020	901	HILLSBORO MILE
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203229	HIT AND RUN	11/29/2020	1175	HILLSBORO MILE
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Total Complaints for HIT AND RUN : 3

203095	INFORMATION	11/08/2020	1210	HILLSBORO MILE
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203096	INFORMATION	11/22/2020	1035	HILLSBORO MILE
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Total Complaints for INFORMATION : 2

203209	NOISE COMPLAINT	11/26/2020	989	HILLSBORO MILE
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Total Complaints for NOISE COMPLAINT: 1

203072	OPEN DOOR	11/01/2020	1194	HILLSBORO MILE
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203111	OPEN DOOR	11/09/2020	1231	HILLSBORO MILE
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203156	OPEN DOOR	11/15/2020	1230	HILLSBORO MILE
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Total Complaints for OPEN DOOR : 3

203079	POLICE ASSIST	11/02/2020	939	HILLSBORO MILE
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203080	POLICE ASSIST	11/03/2020	1057	HILLSBORO MILE
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203097	POLICE ASSIST	11/08/2020	955	HILLSBORO MILE
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Monthly Report by Complaint Type

Page 3

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
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203098	POLICE ASSIST	11/08/2020	1063	HILLSBORO MILE
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203099	POLICE ASSIST	11/08/2020	927	HILLSBORO MILE
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HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203101	POLICE ASSIST	11/08/2020	1160 HILLSBORO MILE
203102	POLICE ASSIST	11/08/2020	1051 HILLSBORO MILE
203104	POLICE ASSIST	11/08/2020	1039 HILLSBORO MILE
203105	POLICE ASSIST	11/09/2020	1160 HILLSBORO MILE
203108	POLICE ASSIST	11/09/2020	935 HILLSBORO MILE
203116	POLICE ASSIST	11/10/2020	1147 HILLSBORO MILE
203117	POLICE ASSIST	11/10/2020	1159 HILLSBORO MILE
203126	POLICE ASSIST	11/11/2020	1210 HILLSBORO MILE
203128	POLICE ASSIST	11/11/2020	1150 HILLSBORO MILE
203131	POLICE ASSIST	11/12/2020	1041 HILLSBORO MILE
203132	POLICE ASSIST	11/13/2020	1050 HILLSBORO MILE
203133	POLICE ASSIST	11/13/2020	1063 HILLSBORO MILE
203134	POLICE ASSIST	11/13/2020	1069 HILLSBORO MILE
203141	POLICE ASSIST	11/14/2020	1057 HILLSBORO MILE
203144	POLICE ASSIST	11/14/2020	1147 HILLSBORO MILE
203151	POLICE ASSIST	11/15/2020	1041 HILLSBORO MILE
203154	POLICE ASSIST	11/15/2020	1063 HILLSBORO MILE
203160	POLICE ASSIST	11/16/2020	1230 HILLSBORO MILE
203161	POLICE ASSIST	11/16/2020	1039 HILLSBORO MILE
203164	POLICE ASSIST	11/17/2020	1093 HILLSBORO MILE
203166	POLICE ASSIST	11/17/2020	1153 HILLSBORO MILE

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203168	POLICE ASSIST	11/17/2020	1150 HILLSBORO MILE
203175	POLICE ASSIST	11/19/2020	1166 HILLSBORO MILE
203179	POLICE ASSIST	11/20/2020	1210 HILLSBORO MILE
203180	POLICE ASSIST	11/20/2020	1239 HILLSBORO MILE
203184	POLICE ASSIST	11/21/2020	1063 HILLSBORO MILE

Monthly Report by Complaint Type

Page 4

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203193	POLICE ASSIST	11/23/2020	1150 HILLSBORO MILE
203201	POLICE ASSIST	11/24/2020	1198 HILLSBORO MILE
203204	POLICE ASSIST	11/25/2020	931 HILLSBORO MILE
203208	POLICE ASSIST	11/26/2020	1020 HILLSBORO MILE
203218	POLICE ASSIST	11/28/2020	1199 HILLSBORO MILE
203220	POLICE ASSIST	11/28/2020	1069 HILLSBORO MILE
203224	POLICE ASSIST	11/28/2020	1236 HILLSBORO MILE
203225	POLICE ASSIST	11/28/2020	1236 HILLSBORO MILE
203227	POLICE ASSIST	11/28/2020	1203 HILLSBORO MILE
203230	POLICE ASSIST	11/29/2020	1097 HILLSBORO MILE
203233	POLICE ASSIST	11/29/2020	1169 HILLSBORO MILE
203238	POLICE ASSIST	11/30/2020	1147 HILLSBORO MILE
203239	POLICE ASSIST	11/30/2020	1149 HILLSBORO MILE
203241	POLICE ASSIST	11/30/2020	1155 HILLSBORO MILE

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type Page 1
 Report Date: 12/01/2020
 from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
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203242	POLICE ASSIST	11/30/2020	1237	HILLSBORO MILE
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Total Complaints for POLICE ASSIST : 46

203171	PROPERTY DAMAGE	11/18/2020	900	HILLSBORO MILE
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203177	PROPERTY DAMAGE	11/20/2020	1199	HILLSBORO MILE
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Total Complaints for PROPERTY DAMAGE: 2

203073	RECKLESS VEHICL	11/01/2020	1210	HILLSBORO MILE
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203078	RECKLESS VEHICL	11/01/2020	1021	HILLSBORO MILE
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203147	RECKLESS VEHICL	11/15/2020	1225	HILLSBORO MILE
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Total Complaints for RECKLESS VEHICL: 3

203094	SICK OR INJ	11/07/2020	1057	HILLSBORO MILE
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203129	SICK OR INJ	11/12/2020	1149	HILLSBORO MILE
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203163	SICK OR INJ	11/17/2020	987	HILLSBORO MILE
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203178	SICK OR INJ	11/20/2020	1147	HILLSBORO MILE
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203185	SICK OR INJ	11/21/2020	1239	HILLSBORO MILE
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Monthly Report by Complaint Type Page 5
 Report Date: 12/01/2020
 from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location	
203197	SICK OR INJ	11/24/2020	1189	HILLSBORO MILE
203216	SICK OR INJ	11/27/2020	1057	HILLSBORO MILE
203228	SICK OR INJ	11/28/2020	1147	HILLSBORO MILE

Total Complaints for SICK OR INJ : 8

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203139	SUSP INCIDENT	11/14/2020	1099 HILLSBORO MILE

Total Complaints for SUSP INCIDENT : 1

203122	SUSP PERSON	11/11/2020	1123 HILLSBORO MILE
203172	SUSP PERSON	11/18/2020	1210 HILLSBORO MILE
203176	SUSP PERSON	11/19/2020	1161 HILLSBORO MILE
203182	SUSP PERSON	11/21/2020	0 DEERFIELD BEACH
203235	SUSP PERSON	11/30/2020	1041 HILLSBORO MILE
203240	SUSP PERSON	11/30/2020	1001 HILLSBORO MILE

Total Complaints for SUSP PERSON : 6

203113	SUSP VEHICLE	11/09/2020	1167 HILLSBORO MILE
203236	SUSP VEHICLE	11/30/2020	1160 HILLSBORO MILE

Total Complaints for SUSP VEHICLE : 2

203150	TOWED VEHICLE	11/15/2020	1135 HILLSBORO MILE
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Total Complaints for TOWED VEHICLE : 1

203183	TRAFFIC CRASH	11/21/2020	1160 HILLSBORO MILE
203205	TRAFFIC CRASH	11/25/2020	1221 HILLSBORO MILE

Total Complaints for TRAFFIC CRASH : 2

203109	TRAFFIC INFO	11/09/2020	1237 HILLSBORO MILE
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Total Complaints for TRAFFIC INFO : 1

203074	TRESPASSING	11/01/2020	1103 HILLSBORO MILE
203077	TRESPASSING	11/01/2020	1039 HILLSBORO MILE

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203081	TRESPASSING	11/03/2020	1175 HILLSBORO MILE
203083	TRESPASSING	11/03/2020	1103 HILLSBORO MILE
203084	TRESPASSING	11/03/2020	1103 HILLSBORO MILE

Monthly Report by Complaint Type

Page 6

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203086	TRESPASSING	11/03/2020	957 HILLSBORO MILE
203088	TRESPASSING	11/03/2020	1015 HILLSBORO MILE
203092	TRESPASSING	11/06/2020	1057 HILLSBORO MILE
203093	TRESPASSING	11/07/2020	957 HILLSBORO MILE
203106	TRESPASSING	11/09/2020	1160 HILLSBORO MILE
203107	TRESPASSING	11/09/2020	997 HILLSBORO MILE
203110	TRESPASSING	11/09/2020	935 HILLSBORO MILE
203112	TRESPASSING	11/09/2020	1039 HILLSBORO MILE
203114	TRESPASSING	11/10/2020	1045 HILLSBORO MILE
203121	TRESPASSING	11/11/2020	1039 HILLSBORO MILE
203123	TRESPASSING	11/11/2020	1103 HILLSBORO MILE
203125	TRESPASSING	11/11/2020	999 HILLSBORO MILE
203135	TRESPASSING	11/13/2020	1205 HILLSBORO MILE
203136	TRESPASSING	11/13/2020	1039 HILLSBORO MILE
203137	TRESPASSING	11/13/2020	965 HILLSBORO MILE
203140	TRESPASSING	11/14/2020	1103 HILLSBORO MILE

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203142	TRESPASSING	11/14/2020	967 HILLSBORO MILE
203143	TRESPASSING	11/14/2020	939 HILLSBORO MILE
203145	TRESPASSING	11/14/2020	1103 HILLSBORO MILE
203152	TRESPASSING	11/15/2020	999 HILLSBORO MILE
203153	TRESPASSING	11/15/2020	965 HILLSBORO MILE
203162	TRESPASSING	11/16/2020	1043 HILLSBORO MILE
203167	TRESPASSING	11/17/2020	1103 HILLSBORO MILE
203169	TRESPASSING	11/18/2020	1041 HILLSBORO MILE
203174	TRESPASSING	11/18/2020	1039 HILLSBORO MILE
203181	TRESPASSING	11/20/2020	965 HILLSBORO MILE
203186	TRESPASSING	11/22/2020	1107 HILLSBORO MILE
203187	TRESPASSING	11/22/2020	957 HILLSBORO MILE

Monthly Report by Complaint Type

Page 7

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203188	TRESPASSING	11/22/2020	989 HILLSBORO MILE
203189	TRESPASSING	11/22/2020	985 HILLSBORO MILE
203191	TRESPASSING	11/22/2020	1073 HILLSBORO MILE
203192	TRESPASSING	11/23/2020	969 HILLSBORO MILE
203194	TRESPASSING	11/23/2020	1035 HILLSBORO MILE
203198	TRESPASSING	11/24/2020	1103 HILLSBORO MILE

HILLSBORO BEACH POLICE DEPARTMENT

12/01/2020

HILLSBORO BEACH POLICE DEPARTMEN

Monthly Report by Complaint Type

Page 1

Report Date: 12/01/2020

from: 11/01/2020 to 11/30/2020

Complaint #	Type	Date	Location
203199	TRESPASSING	11/24/2020	1103 HILLSBORO MILE
203200	TRESPASSING	11/24/2020	935 HILLSBORO MILE
203202	TRESPASSING	11/25/2020	1043 HILLSBORO MILE
203206	TRESPASSING	11/25/2020	957 HILLSBORO MILE
203207	TRESPASSING	11/25/2020	999 HILLSBORO MILE
203211	TRESPASSING	11/26/2020	997 HILLSBORO MILE
203212	TRESPASSING	11/26/2020	931 HILLSBORO MILE
203214	TRESPASSING	11/26/2020	1103 HILLSBORO MILE
203215	TRESPASSING	11/26/2020	1063 HILLSBORO MILE
203217	TRESPASSING	11/27/2020	999 HILLSBORO MILE
203219	TRESPASSING	11/28/2020	957 HILLSBORO MILE
203221	TRESPASSING	11/28/2020	1039 HILLSBORO MILE
203226	TRESPASSING	11/28/2020	1063 HILLSBORO MILE
203231	TRESPASSING	11/29/2020	999 HILLSBORO MILE
203232	TRESPASSING	11/29/2020	1069 HILLSBORO MILE
203234	TRESPASSING	11/29/2020	1175 HILLSBORO MILE

Total Complaints for TRESPASSING : 55

203170	UTILITY COMPLAI	11/18/2020	900 HILLSBORO MILE
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Total Complaints for UTILITY COMPLAI: 1

Total Complaints Listed: 171



TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

Date: 12/29/2020

To: Mac Serda, Town Manager

From: Jay Szesnat, Police Chief

Subject: Officer of the Year Maria Stengel

Officer Maria Stengel has been a member of this agency for the past ten years. Maria began her Hillsboro Beach career in Communications. Maria excelled in this area, leading us in Communications through very difficult times, as the department was becoming accredited. Many changes occurred during this period and Maria was in the front of it all with technology, reporting, software updates, policies, new Computer Aided Dispatch (CAD), recording, TTY, FCIC/NCIC, and Department of Health regulations.

In 2015, Maria decided to become a Police Officer and the department was able to accommodate her request to attend the Police Academy. In the academy she finished top in her class and received the prestigious Frankie Shivers award which is given to the cadet with the most heart. Maria continued to excel in her patrol functions, accumulating numerous accommodations and letters from the residents. Maria has also received outstanding performance evaluations over the years. To be "outstanding" in a Hillsboro Beach Performance Evaluation, means you must be practically flawless, and this type of rating is not easily achieved.

Recently, we have created different career development paths within the police department. One of these learning/development paths is that of a Lead Investigator. We have two such positions, Maria applied for and successfully processed to be chosen for one of them. This work includes going back and revisiting specific cases that were deemed pending. Numerous cases were revisited and are currently being investigated. On top of normal road duties, Maria, with no extra pay or incentive, investigates, obtains subpoenas, makes out of custody arrests and follows up on investigations.

A recent letter was written on her behalf when Maria was working in communications, handled the call, created a preliminary investigation, followed up on the investigation and presented the charges to the State Attorney's Office (attached is that letter). This is her commitment to Hillsboro Beach PD however, Maria takes it a little further each and every day. We are so very proud of Officer Maria Stengel! She is also our very first female officer who made the rolls of the FOP Officer of the Year.



HILLSBORO BEACH POLICE DEPARTMENT



Date: 11/19/2020
To: FOP Lodge #61
From: David Clark / #4733 
Subject: "Officer of the Year"

I am writing this letter to nominate Officer Maria Stengel for "Officer of the Year" for the year of 2020.

On September 25 of this year, a report came in from CAD indicating a 911 open-line where a woman could be heard yelling for help. Officer Stengel was working as a Communications Officer on this particular shift and she calmly relayed all information to responding units. As like many calls, information was rapidly changing and clarification had to be obtained through dispatch. Officer Stengel provided all of this necessary and pertinent information without delay. Throughout this, Officer Stengel showed her expertise as a Communications Officer.

Following the call, I returned to the Police Station to begin the paperwork and determine my next course of action. I returned to discover that Officer Stengel had already begun to organize and process some of my paperwork. This was not requested of her but none-the-less a welcomed surprise. Not quite sure of what charges I was filing, I discussed the case with Officer Stengel. She was extremely helpful in clarifying which charges would be the most appropriate. During this time, Officer Stengel proved her expertise as a Patrol Officer.

Finally, the case was complete and charges needed to be presented to the Assistant State Attorney's Office. This was going to be tough due to the fact it looked to be a case of mutual combatants where each was claiming the other was the aggressor. Officer Stengel developed valuable information by subpoenaing records from CAD as well as the 911 recordings from the call. Once again, this was not requested of her yet she knew the importance of the information and did so anyway. This information was vital in determining which party continued a prolonged attack on the other. Without question, Officer Stengel revealed her expertise as an Investigator.

Throughout the course of this case, Officer Stengel assisted in more ways than listed. She wore many hats and performed duties of several positions such as; Communications Officer, Patrol Officer, and Investigator.

It is for the reasons mentioned above, I am nominating Officer Stengel for "Officer of the Year" for the year of 2020.





TOWN OF HILLSBORO BEACH



FINANCIAL REPORT NOVEMBER 30, 2020

Meeting Date: January 5, 2021

1

GENERAL FUND

Overview

- ▶ Deficit of \$48.5 thousand through November. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total funding for November was at 22.8% of the annual budget (excluding use of fund balance).
- ▶ Revenue from property tax collections is 23.3% through November.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 4,884,842	\$ 1,139,152	23.3%
Other Local Taxes	260,000	48,780	18.8%
Intergovernmental Revenues	151,536	29,485	19.5%
Fines & Forfeitures	2,550	90	3.5%
Miscellaneous Revenues	53,000	5,862	11.1%
Interest Income	33,000	7,173	21.7%
Transfer In	50,000	8,333	16.7%
Total Funding	\$ 5,434,928	\$ 1,238,875	22.8%



2

November 2020 Financial Report

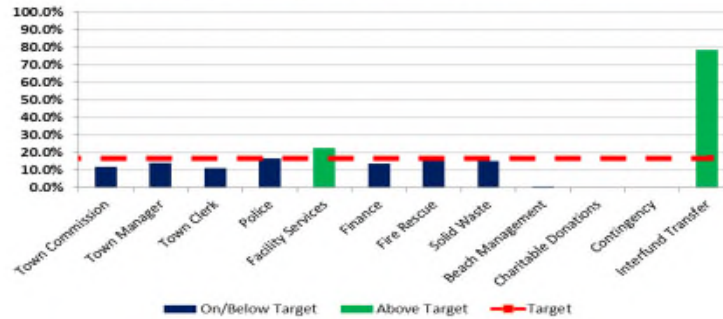
2

GENERAL FUND

Expenditures

- ▶ Total expenditures for November was 20.1% of the annual budget or \$1.29 million.

General Fund- % of Budget Spent by Department



3

November 2020 Financial Report

3

SPECIAL REVENUE FUNDS

Fund Highlights

- Community Bus Fund – Surplus of \$4.7 thousand due to County Transportation Grant.
 - Revenue collected is 14% of annual budget or \$16.5 thousand.
 - Expenses are 9.9% of annual budget or \$11.7 thousand.
- Marine Law Enforcement Fund – 21.2% of budget or \$6.4 thousand. Funding and Expenditures net to zero.
- Building Permits Fund – 19% of budget or \$4.7 thousand. Funding and Expenditures net to zero.
- P&Z, Code Compliance Fund – 20.1% of budget or \$10 thousand. Funding and Expenditures net to zero.
- Federal Forfeitures / Asset Sharing Fund- Balance for November is \$134 thousand (includes interest income).



4

November 2020 Financial Report

4

OTHER FUNDS

Debt Service Fund – FEMA Bridge Loan

- ▶ FEMA Grant funding through November was \$421 thousand.
- ▶ The FEMA Bridge Loan was paid off on October 1, 2020.

Capital Projects Fund – (General Fund Improvements)

- ▶ The capital expenditures for November was \$31 thousand or 14.2% of the annual budget.



5

November 2020 Financial Report

5

WATER FUND

Overview

- ▶ Overall, the water fund had a surplus of \$30.2 thousand.
- ▶ Operations had a surplus of \$33.1 thousand.
- ▶ Balance of surplus is for future debt service payments and repairs & maintenance expenses.
- ▶ Debt Service payments of \$203.7 thousand were made in November for the Water Main Project.

Revenue/Other Sources

- ▶ Total revenue – 14.7% of the annual budget.
- ▶ Total water service revenue – 15.7% of the annual budget.
- ▶ The water usage billings through November were down by 16.71% compared to last year at this time.



6

November 2020 Financial Report

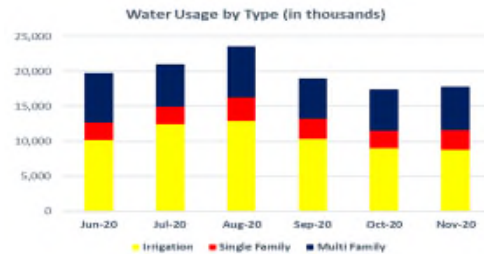
6

WATER FUND

Water Usage Comparison

- ▶ The chart below on the left shows the usage for November by service type, comparing prior year November 2019 and last month usage.
- ▶ The total gallons used compared to last month increased by 445 thousand gallons or 2.6%.
- ▶ The chart below to the right compares the water usage by service type for the last 6 months.

Service Type	(Prior Yr)			Month-to-Month Change	
	Nov-'19	Oct-'20	Nov-'20	Change in Usage	% Change
Irrigation	9,906	9,030	8,765	-265	-2.9%
Single Family	3,542	2,496	2,855	359	14.4%
Multi Family	6,787	5,883	6,234	351	6.0%
Total	20,235	17,409	17,854	445	2.6%



7

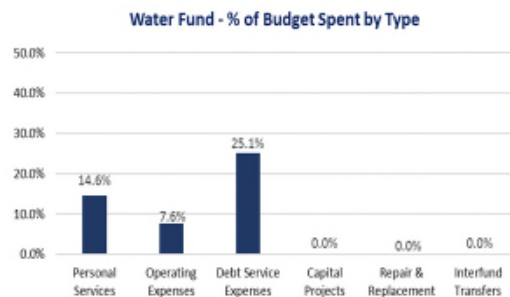
November 2020 Financial Report

7

WATER FUND

Expenses

- ▶ Total expenses through November was at 10.5% of the annual budget.
- Debt Service Expenses:
 - Loan payment for Water Main project will be paid on March 15, 2021.
 - Loan payment for Water Plant project will be paid on November 15, 2020.
- Capital Purchases:
 - The capital expenditures for November were 0% of the annual budget.



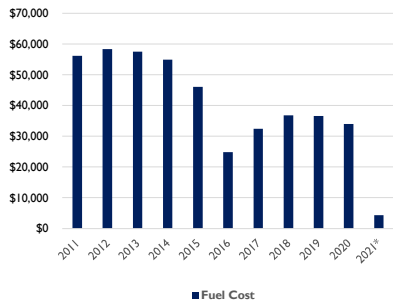
8

November 2020 Financial Report

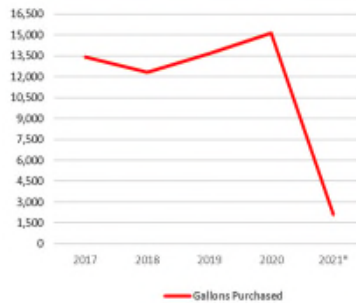
8

FUEL COSTS ANALYSIS

Fuel Cost by Fiscal Year



Gallons Purchased by Fiscal Year



Fiscal Year	Fuel Cost	Gallons Purchased	Avg Price / Gallon
2011	\$56,162		
2012	\$58,320		
2013	\$57,515		
2014	\$54,888		
2015	\$46,030		
2016	\$24,771	11,858	\$2.09
2017	\$32,433	13,405	\$2.42
2018	\$36,733	12,320	\$2.98
2019	\$36,586	13,666	\$2.68
2020	\$33,942	15,133	\$2.24
2021*	\$4,292	2,128	\$2.02

* FY2021 totals thru November 30, 2020



9

November 2020 Financial Report

9

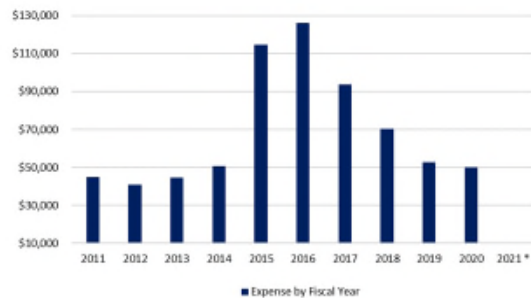
WORKERS' COMPENSATION INSURANCE – PREMIUM COST

Expense by Fiscal Year & Department

Fiscal Year	Admin	Police	Water	Total
2011	\$ 2,591	\$ 33,618	\$ 8,697	\$ 44,906
2012	\$ 1,229	\$ 32,501	\$ 7,275	\$ 41,005
2013	\$ 1,324	\$ 34,957	\$ 8,418	\$ 44,699
2014	\$ 1,653	\$ 39,343	\$ 9,560	\$ 50,556
2015	\$ 5,350	\$ 81,530	\$ 27,726	\$ 114,606
2016	\$ 5,897	\$ 89,829	\$ 30,361	\$ 126,086
2017	\$ 4,180	\$ 65,618	\$ 23,855	\$ 93,653
2018	\$ 3,313	\$ 49,202	\$ 17,897	\$ 70,412
2019	\$ 2,648	\$ 35,306	\$ 14,940	\$ 52,894
2020	\$ 2,577	\$ 32,766	\$ 14,552	\$ 49,894
2021 *	\$ 249	\$ 4,985	\$ 1,315	\$ 6,548
TOTAL	\$ 31,010	\$ 499,652	\$ 164,597	\$ 695,259

*FY2021 Totals thru November 30, 2020

Total Expenses by Fiscal Year



10

November 2020 Financial Report

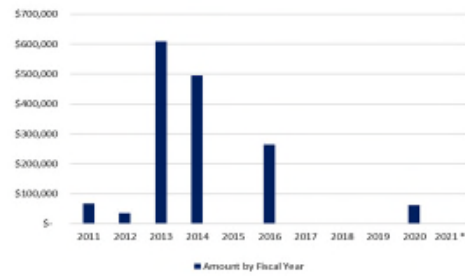
10

WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

Amount & Status of Claims by Fiscal Year

Fiscal Year	Amount by Fiscal Year	Claim Status
2011	\$ 67,154	Closed
2012	\$ 35,536	Closed
2013	\$ 609,507	Open Claim
2014	\$ 494,929	Open Claim
2015	\$ 404	Closed
2016	\$ 264,562	Open Claim
2017	\$ 102	Closed
2018	\$ 608	Closed
2019	\$ 368	Closed
2020	\$ 61,801	Open Claims
2021	\$ -	Quarterly Status

Total Claims by Fiscal Year



* Open Claim amounts thru 9/30/2020 – Updates are Quarterly



11

November 2020 Financial Report

MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: December 17, 2020
SUBJECT: November Financial Report

Please find included in this agenda item the November 2020 financial report. At this point in the fiscal year (through November), the revenues and expenditures should be at approximately 16.67% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through November was at 19.3% of the annual budget. In December the amount of Ad Valorem taxes received to date is \$2,071,444.
 - Ad valorem taxes are 23.4% collected through November.
- Total expenditures through November were at 20.1% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through November were at 14% of the annual budget.
- Total expenditures through November were at 9.9% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through November were at 21.2% of the annual budget.

Building Permits

- Total funding and expenditures through November were at 19% of the annual budget.

P&Z and Code Compliance

- Total funding and expenditures through November were at 20.1% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through November - \$133,828.

Debt Service Fund – (FEMA Bridge Loan)

- FEMA funds were received in September. The Bridge Loan was paid in full October 1, 2020.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through November were at 14.2% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach

Subject: November Financial Report

Page 2

Water Fund – (Operations)

- Total funding through November was at 14.9% of the annual budget. The water usage billings through November (YTD) were down by 16.71% compared to last year at the same time. For the month of November, the total gallons used was up by 2.6% or 445 thousand gallons compared to last month. The chart below compares the usage for November by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - November 2019. The Change in usage and % change compare current month with prior month.

Usage Comparison in thousands)

Service Type				Month-to-Month Change	
	(Prior Yr) Nov-19	Oct-20	Nov-20	Change in Usage	% Change
Irrigation	9,906	9,030	8,765	-265	-2.9%
Single Family	3,542	2,496	2,855	359	14.4%
Multi Family	6,787	5,883	6,234	351	6.0%
Total	20,235	17,409	17,854	445	2.6%

- Total expenses through November were at 12.6% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through November was 15.4% of the annual budget.
- The next loan payment for the water plant will be on March 15, 2021.
- The loan payment for the water main project was paid on time November 15, 2020.

Capital Projects Fund – (Water Fund Improvements)

- Total funding and expenditures through November were 0% of the annual budget.

Town of Hillsboro Beach

Financial Report

November 30, 2020

Prepared by



Town of Hillsboro Beach

Table of Contents

FINANCIAL STATEMENTS

<u>Balance Sheet</u>	Page 1-2
<u>General Fund</u>	
Summary of Fund	Page 3
Revenues	Page 4-5
Expenditures by Department	
Town Commission	Page 6
Town Manager	Page 7
Town Clerk	Page 8
Police	Page 9-10
Facility Services	Page 11
All Other Departments	
Finance	Page 12
Fire Rescue	Page 12
Solid Waste	Page 12
Beach Management	Page 12
Charitable Donations	Page 12
Contingency	Page 12
Interfund Transfers - Out	Page 13
Notes to the Financial Statements - General Fund	Page 14
<u>Special Revenue Funds</u>	
Community Bus	Page 15
Marine Law Enforcement Grant	Page 16
Building Permits	Page 17
P&Z, Code Compliance	Page 18
Federal Forfeitures / Asset Sharing	Page 19
<u>Debt Service Fund - FEMA Bridge Loan</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 20
<u>Capital Projects Fund - General Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 21-22
<u>Water Fund</u>	
Summary of Fund	Page 23
Statement of Revenues, Expenses and Changes in Net Assets	Page 24-25
Notes to the Financial Statements - Water Fund	Page 26
<u>Debt Service Fund - Water Loans</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 27
<u>Capital Projects Fund - Water Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 28

SUPPORTING SCHEDULES

Cash and Investment Balances	Page 29
Investment Portfolio	Page 30
Town of Hillsboro Ridership Summary	Page 31

Town of Hillsboro Beach

Financial Statements

(Unaudited)

November 30, 2020



Balance Sheet
November 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
<u>ASSETS</u>					
Current Assets					
Equity in Pooled Cash	\$ 3,306,860	\$ 40,245	\$ 1,284	\$ 2,533,427	\$ 5,881,816
Accounts Receivable	82,073	1,858	-	237,855	321,786
Allow -Doubtful Accounts	(26,072)	-	-	(32,305)	(58,377)
Due From Other Gov'tl Units	24,534	27,704	-	500	52,738
Deferred Outflow of Resources	-	-	-	84,510	84,510
Fuel	4,560	-	-	-	4,560
Money Market Account	-	134,019	-	-	134,019
Prepaid Items	123,576	-	-	812	124,388
Total Current Assets	3,515,531	203,826	1,284	2,824,799	6,545,440
Noncurrent Assets					
Fixed Assets					
Buildings	-	-	-	2,037,360	2,037,360
Accum Depr - Buildings	-	-	-	(727,873)	(727,873)
Distribution System	-	-	-	11,713,307	11,713,307
Plant Improvements	-	-	-	608,583	608,583
Infrastructure	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	(2,112,528)	(2,112,528)
Equipment	-	-	-	140,393	140,393
Meters	-	-	-	406,036	406,036
Vehicles	-	-	-	80,905	80,905
Accum Depr - Equip/Furniture	-	-	-	(518,478)	(518,478)
Total Noncurrent Assets	-	-	-	11,729,773	11,729,773
TOTAL ASSETS	\$ 3,515,531	\$ 203,826	\$ 1,284	\$14,554,572	\$18,275,213

LIABILITIES

Current Liabilities

Accounts Payable	\$ 365,526	\$ 6,936	\$ -	\$ 1,004	\$ 373,466
Accrued Expenses	55,825	26,587	1,284	5,392	89,088
DBPR/DCA/BRA Surcharges	-	1,008	-	-	1,008
Accounts Payable - Other	100	-	-	-	100
Notes/Loans Payable - Current	-	-	-	320,258	320,258
Compensated Absences-Current	26,244	-	-	-	26,244
Accrued Interest Payable	-	-	-	27,391	27,391
Accrued Wages Payable	54,530	-	-	8,759	63,289
Accrued Taxes Payable	3,808	-	-	681	4,489
Payroll Deduction - Misc.	21,060	-	-	7,274	28,334
Deferred Compensation-ICMA 457	2,748	-	-	125	2,873
AFLAC	838	-	-	1,103	1,941



Balance Sheet
November 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
ICMA-Retirement Health Savings	2,619	-	-	-	2,619
Flexible Spending Account	1,613	-	-	(144)	1,469
Deposits	8,125	-	-	-	8,125
Total Current Liabilities	543,036	34,531	1,284	371,843	950,694
Long-Term Liabilities					
Note/Loan Payable - LT (Water Plant)	-	-	-	3,382,624	3,382,624
Note/Loan Payable - LT (Water Main)	-	-	-	6,607,094	6,607,094
Compensated Absences-Long-Term	-	-	-	81,830	81,830
OPEB Liability	-	-	-	7,751	7,751
Deferred Inflow of Resources	-	-	-	10,739	10,739
Net Pension Liability	-	-	-	320,889	320,889
Total Long-Term Liabilities	-	-	-	10,410,927	10,410,927
TOTAL LIABILITIES	543,036	34,531	1,284	10,782,770	11,361,621

FUND BALANCES / NET ASSETS

Fund Balances

Nonspendable:

Prepaid Items	123,576	-	-	-	123,576
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Restricted for:

Special Revenue	-	169,295	-	-	169,295
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Assigned to:

Reserves - Beach Assessment	8,207	-	-	-	8,207
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Unassigned:

	2,840,712	-	-	-	2,840,712
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Net Assets

Invested in capital assets,
net of related debt

-	-	-	1,419,796	1,419,796
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Unrestricted/Unreserved

-	-	-	2,352,006	2,352,006
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TOTAL FUND BALANCES / NET ASSETS	\$ 2,972,495	\$ 169,295	\$ -	\$ 3,771,802	\$ 6,913,592
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TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 3,515,531	\$ 203,826	\$ 1,284	\$14,554,572	\$18,275,213
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**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	\$ 4,884,842	\$ 1,139,152	\$ 3,745,690	23.3%	\$ 624,558	\$ 514,594
Other Local Taxes	260,000	48,780	211,220	18.8%	48,361	419
Intergovernmental Revenues	151,536	29,485	122,051	19.5%	27,433	2,052
Fines & Forfeitures	2,550	90	2,460	3.5%	411	(321)
Miscellaneous Revenues	53,000	5,862	47,139	11.1%	2,464	3,397
Interest Income	33,000	7,173	25,827	21.7%	13,331	(6,159)
Total Revenues	5,384,928	1,230,541	4,154,387	22.9%	716,559	513,983
Other Sources						
Transfer In	50,000	8,333	41,667	16.7%	12,237	(3,904)
Use / (Add't) Fund Balance	981,013	-	-	0.0%	-	-
Total Other Sources	1,031,013	8,333	41,667	0.8%	12,237	(3,904)
TOTAL FUNDING	6,415,941	1,238,875	4,196,053	19.3%	728,796	510,079
EXPENDITURES						
Town Commission	46,603	5,517	41,086	11.8%	5,590	73
Town Manager	319,821	44,722	275,099	14.0%	53,684	8,962
Town Clerk	258,583	27,991	230,592	10.8%	35,107	7,116
Police	2,952,458	493,021	2,459,437	16.7%	467,041	(25,980)
Facility Services	217,518	49,066	168,452	22.6%	27,561	(21,505)
Finance	117,480	16,127	101,353	13.7%	15,210	(917)
Fire Rescue	833,021	138,837	694,184	16.7%	136,543	(2,294)
Solid Waste	334,682	49,825	284,857	14.9%	44,702	(5,122)
Beaches	587,000	3,304	583,696	0.6%	100,106	96,801
Charitable Donations	6,344	-	6,344	0.0%	-	-
Contingency	157,479	-	157,479	0.0%	-	-
TOTAL EXPENSES	5,830,989	828,411	\$ 5,002,578	14.2%	885,543	57,133
Interfund Transfer - Out	584,952	459,000	125,952	78.5%	3,371	(455,629)
TOTAL EXPENDITURES	6,415,941	1,287,410	\$ 5,128,531	20.1%	888,914	(398,496)
Total Funding over (under)						
Expenditures	\$ -	(48,536)			\$ (160,118)	\$ 111,583
Fund Balance - Beginning		3,021,030				
Fund Balance - Ending		\$ 2,972,494				



General Fund - Revenue
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	\$ 5,066,779	\$ 1,186,895	\$ 3,879,884	23.4%	\$ 650,717	\$ 536,178
Ad Valorem Taxes - Prior Years	3,000	-	3,000	0.0%	-	-
Ad Valorem Taxes - Discounts	(184,937)	(47,743)	(137,194)	25.8%	(26,159)	(21,584)
Total - Property Tax	4,884,842	1,139,152	3,745,690	23.3%	624,558	514,594
Other Local Taxes						
FPL Franchise	230,000	42,500	187,500	18.5%	42,000	500
Local Communications Tax	30,000	6,280	23,720	20.9%	6,361	(81)
Total - Other Local Taxes	260,000	48,780	211,220	18.8%	48,361	419
Intergovernmental Revenues						
Occupational Licenses	1,900	-	1,900	0.0%	153	(153)
State Revenue Sharing	24,000	6,913	17,087	28.8%	7,567	(654)
Alcoholic Beverage License	636	-	636	0.0%	-	-
Half-Cent Sales Tax	125,000	19,002	105,998	15.2%	19,713	(711)
Interlocal Agreement	-	1,400	(1,400)	n/a	-	1,400
Total - Intergov. Revenues	151,536	29,485	122,051	19.5%	27,433	2,052
Fines & Forfeitures						
Judgments and Fines	2,500	90	2,410	3.6%	411	(321)
Other Fines and/or Forfeits	50	-	50	0.0%	-	-
Total - Fines & Forfeitures	2,550	90	2,460	3.5%	411	(321)
Miscellaneous Revenue						
Miscellaneous	3,000	67	2,933	2.2%	464	(397)
Police Reimbursement	35,000	2,395	32,606	6.8%	-	2,395
Lien Search Fee	15,000	3,400	11,600	22.7%	2,000	1,400
Total - Misc. Revenue	53,000	5,862	47,139	11.1%	2,464	3,397
Interest Income						
Interest - Investments	65,000	8,148	56,852	12.5%	15,052	(6,904)
Interest - Tax Collector	3,000	13	2,987	0.4%	-	13
Net Incr (Decr) In FMV-Invest	(35,000)	(988)	(34,012)	2.8%	(1,721)	733
Total - Interest Income	33,000	7,173	25,827	21.7%	13,331	(6,159)
Total Revenue	5,384,928	1,230,541	4,154,387	22.9%	716,559	513,983



General Fund - Revenue
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
Transfer In						
Water Fund	50,000	8,333	41,667	16.7%	8,333	-
Special Rev. - Permits, P&Z	-	-	-	n/a	3,904	(3,904)
Total - Transfer In	50,000	8,333	41,667	16.7%	12,237	(3,904)
Use / (Add't) Fund Balance	981,013	-	981,013	0.0%	-	-
TOTAL FUNDING	6,415,941	1,238,875	5,177,066	19.3%	728,796	510,079



General Fund - Town Commission
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	\$ 28,800	\$ 4,800	\$ 24,000	16.7%	\$ 4,800	\$ -
FICA	2,203	367	1,836	16.7%	367	-
Total Personal Services	31,003	5,167	25,836	16.7%	5,167	-
Operating Expenses						
Election Fees	3,600	-	3,600	0.0%	-	-
Annual Conf. - League of Cities	2,500	-	2,500	0.0%	-	-
Conferences/Seminars	6,000	-	6,000	0.0%	-	-
Mayor/Commission Expense	3,500	350	3,150	10.0%	423	73
Total Operating Expenses	15,600	350	15,250	2.2%	423	73
TOTAL COMMISSION	\$ 46,603	\$ 5,517	\$ 41,086	11.8%	\$ 5,590	\$ 73



General Fund - Town Manager
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
Personal Services						
Salaries	\$ 139,514	\$ 21,975	\$ 117,539	15.8%	\$ 22,986	\$ 1,011
Payroll - Vacation	11,856	-	11,856	0.0%	-	-
Car Allowance	6,500	1,000	5,500	15.4%	1,000	-
FICA	12,077	1,744	10,333	14.4%	1,844	100
Florida Retirement System	41,309	5,579	35,730	13.5%	6,415	837
Health and Life Insurance	18,252	2,579	15,673	14.1%	2,579	-
Workers' Comp Insurance	213	25	188	11.8%	33	8
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	230,221	32,902	197,319	14.3%	34,858	1,956
Operating Expenses						
Town Attorney	75,000	10,172	64,828	13.6%	11,922	1,749
Prof. Services - IT Services	9,100	675	8,425	7.4%	600	(75)
Contracts - Other Services	-	-	-	n/a	6,200	6,200
Miscellaneous	1,000	973	27	97.3%	-	(973)
Computer Expense / Supplies	1,000	-	1,000	0.0%	-	-
Training Expenses	3,500	-	3,500	0.0%	105	105
Total Operating Expenses	89,600	11,820	77,780	13.2%	18,826	7,006
TOTAL TOWN MANAGER	\$ 319,821	\$ 44,722	\$ 275,099	14.0%	\$ 53,684	\$ 8,962



General Fund - Town Clerk
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
Personal Services						
Salaries	\$ 117,426	\$ 12,224	\$ 105,202	10.4%	\$ 12,407	\$ 184
Payroll - Vacation	2,301	-	2,301	0.0%	-	-
Employee Award	-	200	(200)	n/a	-	(200)
FICA	9,159	945	8,214	10.3%	944	(1)
Florida Retirement System	11,973	1,132	10,841	9.5%	1,156	24
Health and Life Insurance	31,562	3,214	28,348	10.2%	2,526	(687)
Workers' Comp Insurance	180	21	159	11.8%	29	7
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	172,851	17,736	155,115	10.3%	17,062	(674)
Operating Services						
Coding Ordinance	3,000	587	2,413	19.6%	933	347
Prof. Services- Digitize records	10,000	-	10,000	0.0%	-	-
Contracts - Minutes Preparation	3,000	638	2,363	21.3%	-	(638)
Temporary Labor	-	2,803	(2,803)	n/a	3,064	260
Contracts - Other Services	4,000	644	3,356	16.1%	2,424	1,780
Software Maintenance/Support	16,065	755	15,310	4.7%	2,948	2,192
Postage and Freight	2,500	224	2,276	8.9%	418	194
Copier	6,100	825	5,275	13.5%	1,147	323
Advertising	10,000	-	10,000	0.0%	508	508
Office Supplies	5,900	110	5,790	1.9%	435	324
Website Support	4,967	828	4,139	16.7%	828	-
Subscriptions and Memberships	5,700	260	5,440	4.6%	3,373	3,113
Office Equipment	1,000	758	242	75.8%	-	(758)
Training Expenses	3,500	150	3,350	4.3%	522	372
Resident Mailings	10,000	1,674	8,326	16.7%	1,445	(230)
Total Operating Services	85,732	10,255	75,477	12.0%	18,045	7,789
TOTAL TOWN CLERK	\$ 258,583	\$ 27,991	\$ 230,592	10.8%	\$ 35,107	\$ 7,116



General Fund - Police

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Nov-19	Fav (unfav)
Personal Services						
Salaries	\$ 1,551,140	\$ 262,160	\$ 1,288,980	16.9%	\$ 259,046	\$ (3,114)
Paid Holidays	50,201	16,568	33,633	33.0%	10,623	(5,945)
Overtime	20,000	7,831	12,169	39.2%	3,378	(4,453)
Overtime - Task Force	26,000	5,503	20,497	21.2%	5,655	151
Sick Leave Cash Out	31,000	-	31,000	0.0%	-	-
Incentive	17,270	2,264	15,006	13.1%	1,800	(464)
Employee Award	-	4,200	(4,200)	n/a	-	(4,200)
FICA	129,715	22,905	106,810	17.7%	21,670	(1,235)
Florida Retirement System	370,871	57,713	313,158	15.6%	65,510	7,797
Health and Life Insurance	460,326	69,827	390,499	15.2%	62,014	(7,813)
Workers' Comp Insurance	42,153	4,985	37,168	11.8%	5,513	528
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	739	112	627	15.1%	112	-
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	2,702,665	454,068	2,248,597	16.8%	435,320	(18,747)
Operating Expenses						
Contracts - Other Services	22,856	4,086	18,770	17.9%	1,312	(2,774)
Town Attorney	5,000	-	5,000	0.0%	-	-
Prof. Services - IT Services	5,000	338	4,663	6.8%	790	453
Telephone Services	4,100	436	3,664	10.6%	591	156
Mobile Phones	4,140	552	3,588	13.3%	686	134
Postage	500	77	423	15.5%	-	(77)
Electricity	8,500	1,407	7,093	16.6%	1,461	54
Liability and Property Insurance	23,188	3,906	19,282	16.8%	3,360	(546)
Building Repairs & Maintenance	5,000	253	4,747	5.1%	318	64
Radio Maintenance	2,100	-	2,100	0.0%	-	-
Auto Repairs and Maintenance	25,000	1,376	23,624	5.5%	3,600	2,223
Boat Repairs and Maintenance	30,000	8,033	21,967	26.8%	3,379	(4,654)
ATV Repairs and Maintenance	1,500	-	1,500	0.0%	-	-
Rental - Vehicles	9,500	2,395	7,106	25.2%	1,416	(979)
Vehicles - GPS	1,364	130	1,234	9.5%	-	(130)
Copier	3,000	429	2,571	14.3%	586	157
Miscellaneous Services	1,500	-	1,500	0.0%	20	20
Internet Service	6,550	1,096	5,454	16.7%	747	(349)
Physical Examinations	2,500	290	2,210	11.6%	-	(290)
Office Supplies	3,000	465	2,535	15.5%	109	(357)
Operating Supplies	10,000	558	9,442	5.6%	899	341
Fuel & Oil	32,000	3,786	28,214	11.8%	5,210	1,425



General Fund - Police

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Nov-19	Fav (unfav)
Uniforms Supplies	15,000	106	14,894	0.7%	1,165	1,059
Investigation Division	1,500	147	1,353	9.8%	45	(102)
Subscriptions and Memberships	1,995	874	1,121	43.8%	845	(29)
Protective PPE	2,500	4,286	(1,786)	171.4%	-	(4,286)
Protective PPE (Facilities)	2,500	3,791	(1,291)	151.6%	-	(3,791)
Education / Training	20,000	136	19,864	0.7%	5,181	5,045
Total Operating Expenses	249,793	38,953	210,840	15.6%	31,721	(7,233)
TOTAL POLICE	\$ 2,952,458	\$ 493,021	\$ 2,459,437	16.7%	\$ 467,041	\$ (25,980)



General Fund - Facility Services
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Nov-19	Fav (unfav)
Personal Services						
Salaries	\$ 48,818	\$ 8,074	\$ 40,744	16.5%	\$ 8,621	\$ 547
Vacation Leave Cash Out	3,755	-	3,755	0.0%	-	-
Sick Leave Cash Out	1,876	-	1,876	0.0%	-	-
Employee Award	-	200	(200)	n/a	-	(200)
FICA	4,165	633	3,532	15.2%	660	27
Florida Retirement System	5,445	731	4,714	13.4%	806	75
Health and Life Insurance	33,969	4,934	29,035	14.5%	4,852	(82)
Workers' Comp Insurance	1,709	202	1,507	11.8%	372	170
Total Personal Services	99,737	14,774	84,963	14.8%	15,311	537
Operating Expenses						
Telephone Service	8,400	663	7,737	7.9%	1,227	564
Utility - Water	7,050	812	6,238	11.5%	1,138	327
Electricity	4,000	676	3,324	16.9%	729	54
Utility - Sewer	900	105	795	11.7%	128	23
Internet Service	5,500	843	4,657	15.3%	626	(217)
Liability and Property Insurance	19,531	3,512	16,019	18.0%	2,831	(682)
Pest Control - Building/Grounds	1,200	192	1,008	16.0%	192	-
R&M - Equipment	10,000	-	10,000	0.0%	381	381
R&M - Grounds	2,000	834	1,166	41.7%	-	(834)
Landscape Maintenance	10,000	845	9,155	8.4%	-	(845)
Town Hall Maint. / Repairs	8,000	3,255	4,746	40.7%	1,347	(1,908)
Generator Maint. Contract	5,200	4,031	1,169	77.5%	-	(4,031)
R&M - Bocce Court	5,000	2,250	2,750	45.0%	490	(1,760)
Operating Supplies - General	4,000	4,898	(898)	122.4%	403	(4,495)
Town Events	25,000	11,378	13,622	45.5%	2,758	(8,620)
A/C Maintenance Contract	2,000	-	2,000	0.0%	-	-
Total Operating Expenses	117,781	34,293	83,488	29.1%	12,250	(22,043)
TOTAL FACILITY SERVICES	\$ 217,518	\$ 49,066	\$ 168,452	22.6%	\$ 27,561	\$ (21,505)



General Fund - Other Departments
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
Finance						
Auditing Services	\$ 19,500	\$ -	\$ 19,500	0.0%	\$ -	\$ -
Accounting/Financial Services	87,640	14,485	73,155	16.5%	13,409	(1,076)
Investment Services	10,340	1,643	8,697	15.9%	1,747	104
Bank Fees	-	-	-	n/a	55	55
Total Finance Expense	117,480	16,127	101,353	13.7%	15,210	(917)
Fire Rescue						
Fire Service Agreement	833,021	138,837	694,184	16.7%	136,543	(2,294)
Total Fire Rescue Expense	833,021	138,837	694,184	16.7%	136,543	(2,294)
Solid Waste						
Contracts Services	334,682	49,825	284,857	14.9%	44,702	(5,122)
Total Solid Waste Expense	334,682	49,825	284,857	14.9%	44,702	(5,122)
Beach Management						
Engineering – Legal Matters	50,000	-	50,000	0.0%	-	-
Engineering – Other	15,000	-	15,000	0.0%	-	-
Beach Attorney	500,000	3,304	496,696	0.7%	99,247	95,943
Beach Salvage (Boat removal)	2,000	-	2,000	0.0%	859	859
Buoys	20,000	-	20,000	0.0%	-	-
Total Beach Management Expense	587,000	3,304	583,696	0.6%	100,106	96,801
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	-	2,500	0.0%	-	-
Area Council on Aging Contrib.	3,844	-	3,844	0.0%	-	-
Total Charitable Donations	6,344	-	6,344	0.0%	-	-
Contingency	157,479	-	157,479	0.0%	-	-
Total Expense before Transfer Out	2,036,006	208,093	1,827,913		296,561	88,468



General Fund - Other Departments
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
Transfer Out						
To Transportation Fund	-	-	-	n/a	3,371	3,371
To P&Z and Code Enf. Fund	38,500	7,145	31,355	18.6%	-	(7,145)
To Debt Service Fund	387,952	420,854	(32,902)	108.5%	-	(420,854)
To General Fund CIP	158,500	31,001	127,499	19.6%	-	(31,001)
Total Transfer Out	584,952	459,000	125,952	78.5%	\$ 3,371	\$ (455,629)
TOTAL OTHER DEPARTMENTS	\$ 2,620,958	\$ 667,093	\$ 1,953,865	25.5%	\$ 299,932	\$ (367,161)
TOTAL GENERAL FUND EXPENDITURES	\$ 6,415,941	\$ 1,287,410	\$ 5,128,531	20.1%	\$ 888,914	\$ (398,496)



Notes to the Financial Statements - General Fund November 30, 2020

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenditures should be at 16.67% through November. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Town Manager</u>				
Miscellaneous Services	1,000	973	97.3%	Creation of time off policies, professional picture, polo shirts with logo
<u>Town Clerk</u>				
Coding Ordinance	3,000	587	19.6%	Code of Ordinance supplemental pages, Municode
Temporary Labor	-	2,803	N/A	Temporary Administrative Assistant
Office Equipment	1,000	758	75.8%	Installed new monitors and scanners, new iPad and docking station
<u>Police</u>				
Payroll-Salaries	1,551,140	262,160	16.9%	Police officer's salaries includes hours for COVID
Paid Holidays	50,201	16,568	33.0%	Paid for holidays
Overtime	20,000	7,831	39.2%	Staffing during vacations, sick time and COVID
Overtime - Task Force	26,000	5,503	21.2%	DEA overtime
Contracts - Other Services	22,856	4,086	17.9%	Annual recorder service, Voice logging recording agreement, USA software, Nixle Engage, gas hose repair, fuel tank inspection
Boat Repairs and Maintenance	30,000	8,033	26.8%	Boat and motor service and repairs, GPS, transducer, rewire dash panel
Rental - Vehicle	9,500	2,395	25.2%	Rental of vehicles for special duty
Subscriptions and Memberships	1,995	874	43.8%	Annual memberships for BCCPA, Adobe subscription
Protective PPE	2,500	4,286	171.4%	Masks-black and custom with logo
Protective PPE (Facilities)	2,500	3,791	151.6%	Fogging and sanitizing services, hand sanitizer, soap dish, tray
<u>Facility Services</u>				
Electricity	4,000	676	16.9%	Monthly electric charges from FPL
Liability and Property Insurance	19,531	3,512	18.0%	General Liability/Auto/Property insurance
R&M - Grounds	2,000	834	41.7%	Trim and fertilize palm trees, remove palm tree struck by lightning, clusia small leaf plants
Town Hall Maint. / Repairs	8,000	3,255	40.7%	Bridge sign and conduit/cable repair, A/C repair/flush drain, replace wire and fuse for A/C in Community Room
Generator Maint. Contract	5,200	4,031	77.5%	Remove/replace transfer switch controller (\$3,862), quarterly generator maintenance
R&M - Bocce Court	5,000	2,250	45.0%	Remove/replace concrete slab at bocce court
Operating Supplies - General	4,000	4,898	122.4%	Misc op supplies, hand soap, sanitizer, auto hand sanitizer stand, multifold towels, gloves, storage boxes, custom face masks with Town logo w/filters,
Town Events	25,000	11,378	45.5%	Outside Holiday decorations at Town Hall



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)**

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Local Option Gas Tax	35,971	4,771	31,200	13.3%	5,017	(246)
County Transportation Grant	81,900	11,700	70,200	14.3%	3,311	8,389
Total Revenues	117,871	16,471	101,400	14.0%	8,329	8,143
<u>Other Sources</u>						
Transfer In	-	-	-	n/a	3,371	(3,371)
Total Other Sources	-	-	-	n/a	3,371	(3,371)
TOTAL FUNDING						
	117,871	16,471	101,400	14.0%	11,700	4,772
<u>EXPENDITURES</u>						
Contractual Services	81,900	11,700	70,200	14.3%	11,700	-
Revenue for Future Use	35,971	-	35,971	0.0%	-	-
TOTAL EXPENDITURES	117,871	11,700	\$ 106,171	9.9%	11,700	-
Total Funding over (under)						
Expenditures	\$ -	4,771			\$ -	\$ 4,772
Fund Balance - Beginning		30,696				
Fund Balance - Ending		\$ 35,468				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Marine Law Enforcement Grant	30,336	6,429	23,908	21.2%	3,234	3,195
Total Revenues	30,336	6,429	23,908	21.2%	3,234	3,195
TOTAL FUNDING						
	30,336	6,429	23,908	21.2%	3,234	3,195
<u>EXPENDITURES</u>						
Police Wages	30,336	6,429	23,908	21.2%	3,234	(3,195)
TOTAL EXPENDITURES	30,336	6,429	\$ 23,908	21.2%	3,234	(3,195)
Total Funding over (under)						
Expenditures	<u>\$ -</u>	<u>-</u>			<u>\$ -</u>	<u>\$ -</u>
Fund Balance - Beginning			-			
Fund Balance - Ending		<u>\$ -</u>				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Building Permits
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Building Permit Fees	250,000	42,093	207,907	16.8%	110,297	(68,204)
Building Admin Fees	-	1,275	(1,275)	n/a	-	1,275
Total Revenues	250,000	43,368	206,632	17.3%	111,347	(67,978)
<u>Other Sources</u>						
Transfer In	-	4,185	(4,185)	n/a	-	4,185
Total Other Sources	-	4,185	(4,185)	n/a	-	4,185
TOTAL FUNDING	250,000	47,554	202,446	19.0%	111,347	(63,793)
<u>EXPENDITURES</u>						
ProfServ-Building Permits - RMA	30,000	4,425	25,575	14.8%	8,100	3,675
ProfServ-Building Permits - CGA	212,500	41,423	171,077	19.5%	93,780	52,357
Credit Card Processing Fees	7,500	1,706	5,794	22.7%	458	(1,248)
Total Building Permits	250,000	47,554	202,446	19.0%	107,443	59,889
Transfer to General Fund	-	-	-	n/a	3,904	3,904
TOTAL EXPENDITURES	250,000	47,554	\$ 202,446	19.0%	111,347	63,793
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -	-			



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - P&Z and Code Compliance**

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Planning & Zoning Fees	10,000	4,050	5,950	40.5%	-	4,050
Fire Fees	1,500	3,050	(1,550)	203.3%	-	3,050
Total Revenues	11,500	7,100	4,400	61.7%	-	7,100
<u>Other Sources</u>						
Transfer In	38,500	2,960	35,540	7.7%	-	2,960
Total Other Sources	38,500	2,960	35,540	7.7%	-	2,960
TOTAL FUNDING	50,000	10,060	39,940	20.1%	-	10,060
<u>EXPENDITURES</u>						
P&Z and Code Compliance						
ProfServ-General Admin - RMA	15,000	1,800	13,200	12.0%	-	(1,800)
ProfServ-Site Planning - RMA	10,000	1,125	8,875	11.3%	-	(1,125)
ProfServ-Engineering - Other	10,000	700	9,300	7.0%	-	(700)
Code Compliance	15,000	2,010	12,990	13.4%	-	(2,010)
Total P&Z, and Code	50,000	10,060	39,940	20.1%	-	(10,060)
TOTAL EXPENDITURES	50,000	10,060	\$ 39,940	20.1%	-	(10,060)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -	-			



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Federal Forfeitures / Asset Sharing

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Interest Income	-	113	(113)	n/a	608	(495)
Total Revenues	-	113	(113)	n/a	1,416	(1,302)
TOTAL FUNDING						
	-	113	(113)	n/a	1,416	(1,302)
<u>EXPENDITURES</u>						
Personal Services						
Overtime - WAVES Program	-	192	(192)	n/a	-	(192)
Total Personal Services	-	192	(192)	n/a	-	(192)
Capital Outlay						
Police Equipment	-	46,484	(46,484)	n/a	-	(46,484)
Total Capital Outlay	-	46,484	(46,484)	n/a	-	(46,484)
TOTAL EXPENDITURES						
	-	46,676	\$ (46,676)	n/a	-	(46,676)
Total Funding over (under)						
Expenditures	\$ -	(46,563)			\$ 1,416	\$ (47,978)
Fund Balance - Beginning		180,390				
Fund Balance - Ending		\$ 133,828				



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (FEMA Bridge Loan)
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Other Sources						
Transfer In	387,952	420,854	(32,902)	108.5%	-	420,854
Total Other Sources	387,952	420,854	(32,902)	108.5%	-	420,854
TOTAL FUNDING	387,952	420,854	(32,902)	108.5%	-	420,854
<u>EXPENDITURES</u>						
Debt Service Expenses						
Principal Debt Retirement	333,628	3,621,979	(3,288,351)	1085.6%	-	(3,621,979)
Interest Expense	54,324	50,930	3,394	93.8%	-	(50,930)
Bank Charges/Fee	-	50	(50)	n/a	-	(50)
Total Debt Service Expense	387,952	3,672,959	(3,285,007)	946.8%	-	(3,672,959)
TOTAL EXPENDITURES	387,952	3,672,959	\$ (3,285,007)	946.8%	-	(3,672,959)
Total Funding over (under) Expenditures	\$ -	(3,252,105)			\$ -	\$(3,252,105)
Fund Balance - Beginning		3,252,105				
Fund Balance - Ending		\$ -				



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
FEMA reimbursement	\$ 59,500	\$ -	\$ 59,500	0.0%	\$ -	\$ -
Total Revenues	59,500	-	59,500	0.0%	-	-
Other Sources						
Transfer From General Fund	158,500	31,001	127,499	19.6%	-	31,001
Total Other Sources	158,500	31,001	127,499	19.6%	-	31,001
TOTAL FUNDING	218,000	31,001	186,999	14.2%	-	31,001
<u>EXPENDITURES</u>						
Land Purchase						
Town Attorney	-	1,085	(1,085)	n/a	-	(1,085)
Miscellaneous Services	-	28,632	(28,632)	n/a	-	(28,632)
Total Land Purchase Expense	-	29,717	(29,717)	n/a	-	(29,717)
Beach Projects						
Engineering – Monitoring (FY20 Prc	54,500	-	54,500	0.0%	-	-
Engineering – Qtrly Monitoring	5,000	-	5,000	0.0%	-	-
Total Beach Project Expense	59,500	-	59,500	0.0%	-	-
Miscellaneous						
Underground Utility Project	35,000	-	35,000	0.0%	-	-
Police Cars / Equipment	66,000	-	66,000	0.0%	-	-
Comm. Chambers Upgrade	50,000	-	50,000	0.0%	-	-
Comm. Chambers Modifications	7,500	-	7,500	0.0%	-	-
Office Equipment	-	1,284	(1,284)	n/a	-	(1,284)
Total Misc. Expense	158,500	1,284	157,216	0.8%	-	(1,284)
TOTAL EXPENDITURES	218,000	31,001	186,999	14.2%	-	(31,001)



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Nov-19	Fav (unfav)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ 62,002
Fund Balance - Beginning		-				
Fund Balance - Ending		<u>\$ -</u>				



**Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)**

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenue						
Water Service Revenue	\$ 1,326,480	\$ 207,617	\$ 1,118,863	15.7%	\$ 233,576	\$ (25,959)
Water Surcharge	407,450	57,890	349,560	14.2%	57,855	35
Other Miscellaneous Revenue	135,247	9,748	125,499	7.2%	10,900	(1,152)
Total Revenue	1,869,177	275,255	1,593,922	14.7%	302,331	(27,076)
Other Sources						
Transfer In	477,496	67,333	410,163	14.1%	71,839	(4,506)
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Total Other Sources	1,117,496	67,333	1,050,163	6.0%	71,839	(4,506)
TOTAL FUNDING	2,986,673	342,588	2,644,085	11.5%	374,170	(31,582)
<u>EXPENSES</u>						
Personal Services	535,294	78,219	457,075	14.6%	76,529	(1,690)
Operating Expenses	398,937	30,426	368,511	7.6%	32,676	2,250
Debt Service Expenses	811,446	203,725	607,721	25.1%	189,665	(14,060)
Capital Projects	648,500	-	648,500	0.0%	-	-
Repair & Renewal	65,000	-	65,000	0.0%	4,506	4,506
Transfer Out	527,496	-	527,496	0.0%	80,172	80,172
TOTAL EXPENSES	2,986,673	312,370	2,674,303	10.5%	383,548	71,178
Total Funding over (under)						
Expenses	<u>\$ -</u>	<u>\$ 30,217</u>			<u>\$ (9,379)</u>	<u>\$ (102,760)</u>
Net Assets - Beginning		3,817,248				
Net Assets - Ending		\$ 3,847,465				



**Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)**

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	\$ 472,000	\$ 78,582	\$ 393,418	16.6%	\$ 78,678	\$ (96)
Water-Usage	854,480	129,035	725,445	15.1%	154,898	(25,863)
Total Water Service Revenue	1,326,480	207,617	1,118,863	15.7%	233,576	(25,959)
Other Revenue						
Miscellaneous Revenues	5,500	454	5,046	8.2%	1,009	(555)
Sprint Spectrum Cell Tower	65,675	-	65,675	0.0%	-	-
T-Mobile Cell Tower	33,072	5,512	27,560	16.7%	5,300	212
Hillsboro Inlet	6,000	1,000	5,000	16.7%	1,000	-
Interest	30,000	3,151	26,849	10.5%	4,233	(1,082)
Net Incr (Decr) In FMV-Invest	(5,000)	(369)	(4,631)	7.4%	(643)	274
Total Other Revenue	135,247	9,748	125,499	7.2%	10,900	(1,152)
TOTAL FUNDING	1,461,727	217,365	1,244,362	14.9%	244,476	(27,111)

EXPENSES

Personal Services

Salaries	344,997	53,659	291,338	15.6%	54,431	772
Payroll - Vacation	15,187	-	15,187	0.0%	-	-
Overtime	25,000	2,811	22,189	11.2%	2,302	(509)
Sick Leave Cash Out	8,065	-	8,065	0.0%	-	-
Employee Award	-	1,000	(1,000)	n/a	-	(1,000)
FICA	28,922	4,313	24,609	14.9%	4,260	(53)
Florida Retirement System	39,325	5,140	34,185	13.1%	5,317	178
Health and Life Insurance	62,182	9,983	52,199	16.1%	7,770	(2,212)
Workers' Comp Insurance	11,116	1,315	9,801	11.8%	2,449	1,134
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	535,294	78,219	457,075	14.6%	76,529	(1,690)

Operating Expenses

Auditing Services	16,500	-	16,500	0.0%	-	-
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	-	1,000	0.0%	-	-
Telephone Service	7,300	1,223	6,077	16.8%	1,072	(151)
Electricity	54,000	8,284	45,716	15.3%	8,850	566
Liability and Property Insurance	47,373	8,143	39,230	17.2%	6,866	(1,277)



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
Maint - Distribution System	7,500	842	6,658	11.2%	326	(517)
Maint - Bldgs / Grounds	15,000	1,645	13,355	11.0%	1,183	(462)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	727	31,273	2.3%	3,941	3,213
Tools and Equipment	1,000	-	1,000	0.0%	-	-
Advertising	1,000	-	1,000	0.0%	-	-
Licenses & Permits	5,400	-	5,400	0.0%	371	371
Office Supplies	1,500	-	1,500	0.0%	-	-
Computer Expense	6,000	173	5,827	2.9%	83	(90)
Uniform Supplies	5,500	942	4,558	17.1%	1,279	337
Fuel and Oil	5,000	506	4,494	10.1%	746	240
Sand Change	8,000	-	8,000	0.0%	-	-
Chemicals - Water Treatment	85,000	7,636	77,364	9.0%	7,471	(165)
Lab Test Analysis & Supplies	12,500	304	12,196	2.4%	488	184
Subscriptions and Memberships	500	-	500	0.0%	-	-
Contingency	73,114	-	73,114	0.0%	-	-
Water Conservation Program	3,000	-	3,000	0.0%	-	-
Total Operating Expenses	398,937	30,426	368,511	7.6%	32,676	2,250
Total Exp. Before Transfer Out	934,231	108,645	825,586	11.6%	109,205	560
Transfer Out						
General Fund	50,000	8,333	41,667	16.7%	8,333	-
Water Debt Service Fund	403,996	67,333	336,663	16.7%	67,333	-
Water CIP Fund	73,500	-	73,500	0.0%	4,506	4,506
Total Transfer Out	527,496	75,666	451,830	14.3%	80,172	4,506
TOTAL EXPENSES	1,461,727	184,311	1,277,416	12.6%	189,377	5,066
Total Funding over (under)						
Expenses	\$ -	33,053			\$ 55,099	\$ (22,045)
Net Assets - Beginning		2,877,757				
Net Assets - Ending		<u><u>\$ 2,910,810</u></u>				



Notes to the Financial Statements - Water Fund November 30, 2020

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenses should be at 16.67% through November. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

Variance Analysis

Account Name	Amended Budget	YTD Actual	% of Budget	Explanation
Expenses				
<u>Operating</u>				
Telephone Service	7,300	1,223	16.8%	Phone and cell phone service with Comcast and Verizon.
Liability and Property Insurance	47,373	8,143	17.2%	General Liability/Auto/Property insurance
Uniform Supplies	5,500	942	17.1%	Monthly uniform service, safety equipment, rain coats, new t-shirts.



Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Water Surcharge	\$ 407,450	\$ 57,890	\$ 349,560	14.2%	\$ 57,855	\$ 35
Total Revenues	407,450	57,890	349,560	14.2%	57,855	35
Other Sources						
Operating Transfers-In	403,996	67,333	336,663	16.7%	67,333	-
Total Other Sources	403,996	67,333	336,663	16.7%	67,333	-
TOTAL FUNDING						
	811,446	125,223	686,223	15.4%	125,187	35
<u>EXPENSES</u>						
Debt Service Expenses						
<i>State Revolving Loan - Water Plant</i>						
Principal Debt Retirement	324,180	-	324,180	0.0%	-	-
Interest Expense	79,816	-	79,816	0.0%	-	-
<i>State Revolving Loan - Water Main Project</i>						
Principal Debt Retirement	333,941	170,458	163,483	51.0%	158,178	(12,280)
Interest Expense	73,509	33,267	40,242	45.3%	31,487	(1,780)
Total Debt Services Expenses	811,446	203,725	607,721	25.1%	189,665	(14,060)
TOTAL EXPENSES						
	811,446	203,725	607,721	25.1%	189,665	(14,060)
Total Funding over (under)						
Expenses	\$ -	(78,502)			\$ (64,478)	\$ (14,025)
Net Assets - Beginning		939,491				
Net Assets - Ending		\$ 860,989				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending November 30, 2020

(16.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Nov-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Miscellaneous Revenue	\$ -	\$ -	\$ -	n/a	\$ -	\$ -
Meter Revenue	-	-	-	n/a	-	-
Total Revenues	-	-	-	n/a	-	-
Other Sources						
Interfund Transfer - In	73,500	-	73,500	0.0%	4,506	(4,506)
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Total Other Sources	713,500	-	713,500	0.0%	4,506	(4,506)
TOTAL FUNDING	713,500	-	713,500	0.0%	4,506	(4,506)
<u>EXPENSES</u>						
Plant Project						
Well Rehabilitation	120,000	-	120,000	0.0%	-	-
Storage Tank	350,000	-	350,000	0.0%	-	-
Total Plant Project	470,000	-	470,000	0.0%	-	-
Other Expenses						
Repair & Renewal	65,000	-	65,000	0.0%	4,506	4,506
Water Tower Rehab	100,000	-	100,000	0.0%	-	-
Beach Tank Repainting	8,500	-	8,500	0.0%	-	-
Roof - Pump House	60,000	-	60,000	0.0%	-	-
Perimeter Fence	10,000	-	10,000	0.0%	-	-
Total Other Expenses	243,500	-	243,500	0.0%	4,506	4,506
TOTAL EXPENSES	713,500	-	713,500	0.0%	4,506	4,506
Total Funding over (under)						
Expenses	\$ -	-	-		\$ -	\$ -
Net Assets - Beginning						
		-				
Net Assets - Ending						
	\$ -	-				

Town of Hillsboro Beach

Supporting Schedules

November 30, 2020



**Cash and Investment Balances
November 30, 2020**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>	<u>NOTES</u>
CLEARING FUND					
Commercial Analysis Checking Account	BankUnited	0.00%	N/A	\$1,445,524	Account earns a credit allowance of 0.25%. Yield is 0 since fees are netted against credit allowance. Operating account for AP invoices and payroll.
Money Market Account	BankUnited	0.30%	N/A	\$134,932	Account for excess cash from General & Water Funds.
Money Market Account	BankUnited	0.30%	N/A	\$412,765	(1) Account for reserve for SRL Loan.
Money Market Account	BankUnited	0.30%	N/A	\$134,019	(2) Account for Federal forfeitures/Asset sharing.
State Board Account	Florida Prime	0.22%	N/A	\$430,838	Account for excess cash from the General Fund.
Investment Account	BB & T	1.57%	N/A	\$3,405,023	See Investment Report for further details.
Subtotal				<u><u>\$5,963,101</u></u>	
Total				<u><u>\$5,963,101</u></u>	

Footnotes:

(1) Restricted funds for State Revolving Loan.

(2) Restricted funds for Federal forfeiture/Asset sharing.



Investment Portfolio
Trades Settled as of 11/30/20

Posting Date	CUSIP #	Description	Rating	Maturity Date	Par Value	Total Cost	Premium / Discount	Market Value	Accrued Interest	Annual Income	Yield to Maturity	Market Adj
	SA0000560	BB&T TRUST DEPOSIT RIS			57,725	57,725	-	57,725	-	0.68	0.01%	-
		Subtotal			57,725	57,725	-	57,725	-	0.68	0.01%	-
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	51,303	47	850	0.23%	1,375
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,458	458	51,273	201	1,249	0.49%	815
11/03/15	313381BR5	COCA-COLA CO	AA+	12/09/22	100,000	98,196	(1,804)	103,460	896	1,875	0.21%	5,264
08/26/20	3133EL3P7	FED HOME LOAN BANK	AA+	08/12/25	250,000	249,750	(250)	249,010	55	1,325	0.68%	(740)
06/23/20	3133ELE67	FED FARM CREDIT BANK	AA+	06/03/24	290,000	289,855	(145)	290,302	98	1,682	0.56%	447
06/23/20	3134GVYP7	FED FARM CREDIT BANK		05/27/25	210,000	209,003	(997)	208,734	79	1,050	0.70%	(269)
10/09/20	3134GW4B9	FED HOME LOAN MTGE CORP		10/29/25	55,000	54,890	(110)	55,000	-	275	0.57%	110
10/28/20	3136G45H2	FED NATL MTGE ASSN	AA+	10/29/25	55,000	54,945	(55)	54,975	-	275	0.58%	30
10/23/20	3136G45X7	FED NATL MTGE ASSN	AA+	10/29/26	140,000	140,000	-	139,990	-	980	0.77%	(10)
07/16/18	341271AB0	FLA ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	202,618	-	5,276	0.38%	4,820
09/16/20	341271AD6	FLORIDA ST TXBL	AA	07/01/25	185,000	185,000	-	188,652	-	2,327	0.82%	3,652
04/09/20	342816P66	FLA ST MUN PWR AGY REV		10/01/22	200,000	202,246	2,246	205,132	186	5,160	1.16%	2,886
12/03/19	428414AB2	HIALEAH FLA SPL OBLIG TXBL-SER A	AA	12/01/20	200,000	201,225	1,225	200,000	68	6,114	3.06%	(1,225)
05/21/20	43232VVH1	HILLSBOROUGH CNTY TXBL	AA-	07/01/25	200,000	200,000	-	206,010	-	3,830	1.24%	6,010
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT REV	AA+	08/01/24	105,000	104,116	(884)	108,653	-	4,200	2.37%	4,537
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPORTS	AA	10/01/22	75,000	75,000	-	78,017	-	2,517	1.13%	3,017
08/05/20	593561BE2	MIAMI GARDENS FL TXBL	AA	07/01/25	125,000	125,000	-	126,118	-	1,674	1.14%	1,118
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	166,118	-	3,234	0.96%	6,118
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	61,682	283	1,500	0.59%	2,622
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,574	166	950	0.46%	2,357
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	155,202	-	2,504	0.66%	5,202
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	50,605	67	1,600	0.25%	651
04/03/20	822582AX0	SHELL INTERNATIONAL	AA-	08/12/23	30,000	31,167	1,167	32,458	156	1,020	0.32%	1,291
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	62,344	23	1,680	0.39%	2,993
04/06/20	89236TGW9	TOYOTA MOTOR CREDIT CORP	AA-	03/30/23	30,000	30,342	342	31,734	17	870	0.42%	1,392
03/13/20	912828Q60	US TREASURY INFL INDEX BD		04/15/21	274,535	271,799	(2,736)	274,826	139	343	0.12%	3,027
		Subtotal			3,354,535	3,347,298	(7,237)	3,404,789	2,482	54,359	1.60%	57,490
		Total			3,412,260	3,405,023	(7,237)	3,462,513	2,482	54,360	1.57%	57,490



Ridership Summary

November 30, 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
43		42		41	
	27		37	40	
41		39		38	
43		38			
39					

Total Monthly Passengers:

468

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
111		109.0		110.0	
	109.0		109.0	109.0	
109.0		108.0		109.0	
109.0		109.0			
109.0					

Total Monthly Revenue Miles:

1310.0

Total Scheduled Revenue Miles

1306.1

Total Vehicle Hours

116.0

Total Revenue Hours

106.0

Service Days

12

Missed Service in Minutes

0

Passengers per revenue hour

4.4

Total Monthly Vehicle Miles:

1,592.0



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Deb Tarrant and Commission

FROM: Steve Mitchell, Building Official

DATE: December 18, 2020

SUBJECT: November 2020 Building Department Report

Building Department activity continued to decline in November with a small number of new submittals, and a limited number of inspection requests. Most projects are in completion mode, with few owners or builders anxious to start a new job at the end of the year.

As you know by now, Nicole Spradlin has left us to pursue new opportunities closer to home. She left us in a strong position, with most of our significant projects complete. Nicole has set a high bar for her replacement, but we anticipate a smooth transition for Mariana, who originally started this project with us. Many thanks to Nicole, her positive attitude and stellar work ethic made this operation better every day and we wish her great success in her future endeavors.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector

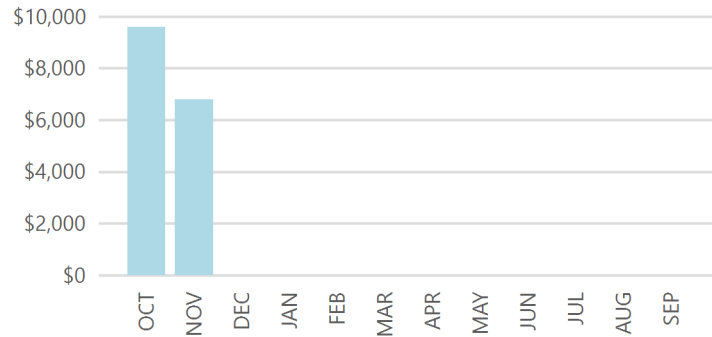


**The Town of Hillsboro Beach
Building Department
Summary Report**

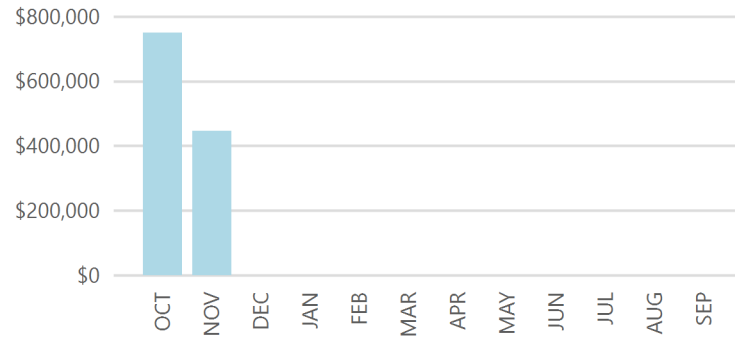
**Start Date: 11/1/2020
End Date: 11/30/2020**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Construction Value	\$750,861	\$445,307	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,196,169
Building Permit Fees	\$30,365	\$16,721	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,086
Fire & Zoning Fees	\$5,038	\$4,275	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,313
Total Revenue	\$35,403	\$20,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,398
CGA Expense	\$25,811	\$14,212	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,023
Town Revenue	\$9,592	\$6,783	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,375

Net Revenue



Construction Value





**The Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 11/1/2020
End Date: 11/30/2020**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$16,720.51	\$2,508.08	\$1,350.00	\$2,925.00	\$600.00	\$14,212.43	\$261.64	\$204.00	\$154.00
YTD	\$47,085.90	\$7,062.89	\$5,150.00	\$4,162.50	\$1,400.00	40,023.02	\$750.76	\$576.15	\$425.48



**The Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 11/1/2020
End Date: 11/30/2020**

Permit Type	# Issued	Building Permit Fees
COMMERCIAL CONCRETE RESTORATION	1	1,919.66
COMMERCIAL FIRE ALARM	3	622.78
COMMERCIAL LP TANK	1	25.00
COMMERCIAL PLUMBING MISCELLANEOUS	1	25.00
COMMERCIAL WATER HEATER	1	125.00
RESIDENTIAL A/C CHANGE OUT	1	296.80
RESIDENTIAL A/C CHANGE OUT	11	2,131.36
RESIDENTIAL ALTERATION	1	285.00
RESIDENTIAL ALTERATION	6	2,154.37
RESIDENTIAL BACKFLOW	1	125.00
RESIDENTIAL FIRE ALARM	1	145.64
RESIDENTIAL GAS LINE	1	125.00
RESIDENTIAL HURRICANE SHUTTERS	2	612.20
RESIDENTIAL LOW VOLTAGE	1	125.00
RESIDENTIAL MECHANICAL MISCELLANEOUS	2	1,251.00
RESIDENTIAL SWIMMING POOL/SPA	1	6,245.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	2	506.70
	37	\$16,720.51



**The Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 11/1/2020
End Date: 11/30/2020**

RESIDENTIAL ALTERATION	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
	484317AJ0030	2014578-0	11/4/2020	1069 HILLSBORO MILE(UNIT 103)	OCEAN HILLSBORO CONDO	\$10,100.00
	484317AA0500	2014581-0	11/10/2020	1057 HILLSBORO MILE(UNIT 724)	DIAMOND HEAD CONDO	\$17,750.00
					Grand Total	\$27,850.00



**The Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 11/1/2020
End Date: 11/30/2020**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	54	19	15
Electrical	33	13	5
Plumbing	37	11	7
Mechanical	21	20	14
Fire	2	3	1
Zoning	0	4	2
Totals	147	70	59



**The Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 11/1/2020
End Date: 11/30/2020**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	72	3.45	11.85



Code Compliance Summary Report

From 11/1/2020 To 11/30/2020 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	27
Cases Opened During Period	5
Cases Opened as result of Complaint	5
Cases Closed During Period	3
Cases Closed Prior to Hearing	2
Cases Open at End of Period	29
Inspections	5
Re-inspections	11
Total	16
Special Magistrate Cases During Period	1

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed Prior to Hearing	Open at End of Period
B. Pita	1	0	0	0	0	1
M. Sotolongo	26	5	5	3	2	28
Total	27	5	5	3	2	29



Code Compliance Summary Report

From 11/1/2020

To 11/30/2020

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo	5	11	16
Total	5	11	16

Summary of Cases Opened by Incident Type

Incident Type	Number
Property Maintenance	3
Zoning Violation	1
Nuisance	1
Total	5

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$69,575.00	\$3,750.00	\$73,325.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$69,575.00		\$73,325.00



Case Action Report*

From 11/1/2020

To 11/30/2020

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
11/10/2020	Property Maintenance. Perimeter wall in need of cleaning / paint.	957 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				11/10/2020	Complaint	M. Sotolongo
				11/10/2020	Courtesy Notice	M. Sotolongo
11/14/2020	Property Maintenance Accumulation of horticultural debris.	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				11/13/2020	Complaint	M. Sotolongo
				11/14/2020	Notice of Violation	M. Sotolongo
				11/19/2020	Notice of Hearing	S. Lowe
				12/16/2020	Notice of Hearing	S. Lowe
				12/16/2020	Notice of Continuance	
				12/17/2020	Affidavit of Compliance	
11/14/2020	Property Maintenance Accumulation of horticultural debris.	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				11/13/2020	Complaint	M. Sotolongo
				11/14/2020	Notice of Violation	M. Sotolongo
				11/19/2020	Notice of Hearing	S. Lowe
				12/16/2020	Notice of Hearing	S. Lowe
				12/16/2020	Notice of Continuance	
				12/17/2020	Affidavit of Compliance	
11/14/2020	Property Maintenance - Accumulation of horticultural debris. - Maintenance of landscaping.	925 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				11/13/2020	Complaint	M. Sotolongo
				11/13/2020	Courtesy Notice	M. Sotolongo
				12/16/2020	Affidavit of Compliance	

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 11/1/2020

To 11/30/2020

Corridor (All Corridors)

11/30/2020	Zoning Violation Vacation Rental – Application and Inspection requirements.	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				11/30/2020	Complaint	M. Sotolongo
				11/30/2020	Courtesy Notice	M. Sotolongo



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item:

Paint Town Hall Update
Gemstone Builders - Exterior Renovations
Shredding & Recycle Event - Sat. Jan 16, 2021 (9am -12pm)
Blood Drive Sat. Jan. 16, 2021 (8am-1pm)

Submitting Dept: Town Manager, Sherry D. Henderson, Town Clerk

Agenda Date: January 5, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Gemstone Builders, LLC- Exterior Renovations (Town Hll & Police Bldg)
 2. Shredding & Recycle Event Sat 1-16-2021
 3. Blood Drive Sat 1-16-2021



Gemstone Builders LLC

Building the Future. Restoring the Past.

PROPOSAL ASSEMBLED FOR:

Town of Hillsboro Beach

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

OUTLINING THE SCOPE OF WORK FOR THE PROJECT:

Exterior Renovations

December 21, 2020



Thank you for considering **Gemstone Builders** ! We are a full service property improvement company servicing Commercial, HomeOwners and Condominium Associations throughout Florida. With a relentless commitment to **quality work** at an **affordable price**, Gemstone is the right choice for your community.

Our 3 Keys to Success

We've learned that true customer satisfaction requires more than a great product. It demands that we provide an experience that meets the unique needs of our clients. Each client and every project receives a customized plan to get the job done! Moreover, all clients receive three important benefits in every job we do –

SAFETY – Our steadfast commitment to safety is unsurpassed in our industry. With third-party oversight and weekly meetings as part of our quality assurance program, we communicate and enforce safe practices in everything we do. We employ an audited Safety P&P Manual to ensure compliance.

RELIABILITY - Meeting our high standards is essential to us. More important is meeting our customer's requirements. We have never had a claim for liquidated damages in over 30 years of business on thousands of jobs.

CUSTOMER SATISFACTION – Our founders have shown their respective client's commitment, consistency and the ability to get the job done! Our referrals speak volume on our ability to produce quality, time and again.

Our team of private contractors and employees contribute complementary capabilities and extensive experience within the construction field, established safety records, and documented quality workmanship.



Philosophy

Relationship Focused Culture- The company culture at Gemstone Paint and Waterproofing focuses on building successful, long lasting relationships with our clients. At Gemstone, we form these relationships by exceeding our clients' expectations by providing:

Partnering
Open Communication
Quality
Competitive Pricing
Honesty and Integrity
A Strong Focus on Safety
Professionalism
Experience and Efficiency
Immediate Response
Customer Service
Environmental Responsibility

We have proven that our relationship focused culture will produce higher quality, lower cost, and a faster schedule on our clients' projects- providing value to all parties involved.

Mission Statement

"Provide value-enriched design, project management and construction services to our clients, thereby creating successful partnerships and lasting relationships. We shall exceed expectations of our clients by providing our services with exceptional performance, professionalism, quality, integrity and a strong focus on safety."

Call us for a NO-obligation consultation, inspection and analysis of your community.

Respectfully,

Moti Bilia

Moti Bilia,
PRESIDENT



We hereby propose to perform the labor necessary for the completion of:

SCOPE OF WORK

The project is located at **1210 Hillsboro Mile, Hillsboro Beach, FL 33062**. The project consists of Exterior Painting. Gemstone was provided a scope of work that would be required via email. The included description of the tasks to be performed. Gemstone will provide material, labor, and tools required for the scope of work and price is based on visual inspection only.

Scope of work summarized as follows:

Exterior Renovation

- Ramp Renovation Price \$5,400.00
 - Remove Existing Ramp and Railings
- 
- Fabricate ADA slope at entry door
 - Provide 1/12" pitch
- Entryway Repair Price \$ N/C
 - Repair Damaged Corner Bead
- Covered Entryway Price \$ 2,800.00
 - Remove Wall with Riverrock and flower box

○





- Memorial Area Renovation Price \$ 3,800.00
 - Remove Rock under Postman Statue



- Relocate statue onto Pedestal
- Create Walkway from townhall entrance to Memorial Area (Mulch)



-
- Flag Reinstallation Price \$ 750.00
 - Remove Flag from existing area
 - Re-Install near Postman Statue
- Sign Installation Price \$ 16,640.00
 - Remove Existing Signage
 - Fabricate and Install New Aluminum & Acrylic Sign



-
- Remove/Clean job site area



Options:

- Fabricate Walkway from Townhall entrance to Postman Statue
 - Concrete Price \$21.00 / SQFT

Exclusions:

- Repair of electrical / light fixtures / signage
- Permit cost, dewatering permit, engineering, density test and expediting.
- Vehicular traffic systems
- All offsite trash removal
- All permit and municipal fees
- Any area not specifically specified or included in the Contractor's Scope of Work

Assumptions:

- 1 Year Warranty on Labor
- Financing available upon financial review.
- Gemstone Builders includes mobilization fee in total price.
- Water and Electricity provided by Owner/Representative
- We will be allowed a minimum of 8-hour work days.
- Parking for personnel will be provided at no charge to Gemstone



SPECIFICATIONS

PRESSURE CLEANING

All masonry and stucco surfaces shall be pressure cleaned by GEMSTONE and free of any surface contamination and any moisture prior to application of any coatings. GEMSTONE will ensure a clean surface using a chemical cleaning agent and pressure washer at greater than or equal to 3500 PSI, therefore removing peeling/flaking paint, chalk residue, salt, alongside other particles of nature.

PREPARATION & REPAIRS

GEMSTONE shall inspect all perimeter joints. Deteriorating caulking shall be removed as well as dirt and/or foreign matter, then properly replaced with caulking. GEMSTONE shall seal all perimeter joints around windows and doors, top and sides of decorative attachments (excluding the bottom/underside), expansion joints, joints where dissimilar materials meet, and/or other areas where water intrusion may result. Gemstone shall cautiously smooth out all patchwork performed on the property. Reparations to cracks shall be filled with brush grade sealants.

Caulking: Benjamin Moore's AllPro ProGun 40 Year Acrylic Caulk
Patching: Benjamin Moore's Richards Rich Flex Elastomeric Patching

MASONRY & STUCCO SUBSTRATES

GEMSTONE shall inspect all stucco surfaces. All spalling, loose and broken stucco, concrete/masonry shall be removed upon agreement with owner and adjacent areas of suspect areas "sounded" for deteriorated stucco. If rebar is exposed, continue to adequately expose several inches of clean, sound steel. All exposed steel surfaces shall be free of all surface rust, then primed/coated with rust inhibited primer or rebar coating. Gemstone will repair the area as required using Elastomeric Patch. After proper surface repair, Gemstone will prime and paint the area. **All surfaces shall receive**

Spot Prime-New/Hot Stucco: Benjamin Moore's Acrylic Masonry Conditioner 608 Series
Finish: Benjamin Moore's Ultra Exterior Low Lustre N455

METAL RAILINGS, DOORS AND FENCES

GEMSTONE shall ensure any existing rust is prepared prior to priming and spot prime all metals before top coating as needed. **All surfaces shall receive**

Prime Coat: Benjamin Moore's Corotech Acrylic Metal Primer V110 series
Finish Coat: Benjamin Moore's Coronado's Rust Scat waterborne

WOODEN SUBSTRATES

GEMSTONE shall inspect all wood prior to priming and spot prime all wood before top coating as needed.

Prime Coat: Benjamin Moore's Fresh Start Exterior Wood Primer
Finish Coat: Benjamin Moore's Ultra Exterior Low Lustre N455

ALUMINUM SOFFITS, DOWNSPOUTS, & GUTTERS SUBSTRATES

GEMSTONE shall ensure any existing rust is prepared prior to priming and spot prime all metals before top coating as needed.

Prime Coat: Benjamin Moore's Corotech Acrylic Metal Primer V110 series
Finish Coat: Benjamin Moore's Coronado's Rust Scat waterborne



Payment Terms:

All material is guaranteed to be as specified, and the above work to be performed in a workmanlike manner for the sum PER ITEM

Payments to be as follows:

50 % DEPOSIT

50 % UPON COMPLETION

Notice: Unless otherwise agreed to in writing prior to start up of work:. In the event the owner breaches the provisions of this agreement before the contractor begins work, and in light of the fact the damages which the contractor may incur as a result thereof may be very difficult or impossible to determine, the owner agrees to be liable for either the deposit amount that was given as liquidated damages as a result, or, the amount of the actual damages sustained by the contractor, whichever is greater. Payments received later than 72 hours from completion or stopped work date to be charged a \$100.00 late fee, and added to balance due. All balances due, after thirty (30) days to be levied a service charge of 1.5% per week and added to balance total. Please pay promptly. We adhere to Florida lien law statutes and procedures. The undersigned will be responsible for the costs of collection of any unpaid balance, including a reasonable attorney's fee. All work is to be completed in workmanlike manner pursuant to standard industry practices. Any alteration or deviation from above specifications involving extra cost(s) will be executed only upon written orders, and will become an extra charge over and above the estimate/proposal/contract. All agreements are contingent upon strikes, accidents, war, and/or acts of God and are delays beyond our control. Said proposal is subject to acceptance within 30 (thirty) days and is void thereafter at the option of Gemstone Builders, please be advised that in the event that Gemstone Builders needs to obtain a Lien on the above-said property, the undersigned homeowner/agent shall be responsible for any and all cost(s) incurred by Gemstone Builders, Including, but not limited to, reasonable attorney's fees and/or costs.



Terms and Conditions:

All work shall be completed in a work-man like manner and in compliance with all codes or other applicable laws. Gemstone Paint and Waterproofing will be allowed a minimum of 8-hour work days. Parking for personnel will be provided at no charge to Gemstone Paint and Waterproofing. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Work to be performed during regular working hours without interference with the owner's activities.

Contractor at its discretion may engage subcontractors to perform work hereunder, provided the contract shall fully pay subcontractors and in all instances, remain fully responsible for proper completion of this contract. All change orders will be in writing and signed by both Owner and Contractor, and shall be incorporated in, and become part of the contract.

Contractor warrants it is accurately insured for injury to its employees and others incurring loss or injury as a result of Contractor, its employees or subcontractors. Safety of persons & property shall be of the utmost concern, and very precaution shall be taken to ensure such safety, including the erecting of appropriate barriers to isolate the construction site from persons, animals, automobiles, etc. The Contractor shall be responsible for job safety administration, (including tools, equipment, work methods, etc.) and must be in compliance with applicable OSHA safety regulations.

Contractor shall at its own expense obtain all required permits necessary for the work to be performed unless specified otherwise in contract. Contractor shall at its own expense obtain all required permits necessary for the work to be performed unless specified otherwise in contract.

Contractor agrees to remove all debris and leave the premises in broom clean condition. Debris resulting from contractor or subcontractors work shall be placed in a designated location on site, containers to be provided by contractor and which will be removed by Contractor in a timely manner.

In the event Owner shall fail to pay any periodic or installment payment due hereunder, the Contractor may cease work without penalty or breach of contract pending payment or resolution of any dispute. Contractor shall not be liable for any delays due to circumstances beyond reasonable control including but not limited to: strikes, weather delays, casualty acts of God or nature, Fire nor arson, or general unavailability of materials.

Additional Terms and Conditions to be included with the original Contract when applicable.

GENERAL NOTES RELATED TO CONSTRUCTION WORK AS APPLICABLE TO THE DETAILED SCOPE:

CUSTOMER (OR OWNER): will be responsible to: safely store valuables and breakables, and provide timely access to all work areas. Customer will inform the contractor of any pre-existing deficient conditions. Customers shall provide insurance to cover the customer's property, including any work covered under this contract.

GEMSTONE BUILDERS LLC will furnish all labor, tools, equipment, and supervision necessary for the job as detailed in the above scope. Insurance will be provided at minimum per the requirements of the State of Florida.

CHANGES IN THE WORK: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor the actual cost plus reasonable overhead and profit (15%).



DELAYS: GEMSTONE BUILDERS LLC is not responsible for delays for any of the following reasons: failure of the issuance of any necessary building permits within a reasonable length of time, acts of neglect or omission by **CUSTOMER**, failure of **CUSTOMER** to provide access to the jobsite or appropriate engineering/architectural or other supervision if required for the job, acts of God, stormy or inclement weather, extra work ordered by **CUSTOMER**, or any other causes beyond the control of **GEMSTONE BUILDERS LLC**. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, and Contract Time shall be subject to equitable adjustment.

CHANGED CONDITIONS: If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

PAYMENT: Payments are due within 30 days of the invoice date unless specified in the Scope of Work. If payments are not made when due according to this Proposal/Contract, all Guarantees and Warranties, express and implied shall be null and void. **GEMSTONE BUILDERS LLC** shall have the right to stop work if any payment shall not be made when due on the dates as set forth in this Proposal/Contract. **CUSTOMER** shall be responsible shall be responsible for all costs incurred by **GEMSTONE BUILDERS LLC** including lien costs, costs of collection and attorneys' fees to collect payment as due under this Proposal/Contract.

Price: Price may changed due to increased of material(s)

This Proposal/Contract is to be construed according to the laws of the State of Florida. This Proposal/Contract may be withdrawn by **GEMSTONE BUILDERS LLC** if not accepted by **CUSTOMER** within 30 days from the date of this Proposal/Contract date.

TERMINATION: should there be a work stoppage due to the actions or inactions of the **CUSTOMER**, and should such stoppage continue for seven (7) days consecutively, then **GEMSTONE BUILDERS LLC** shall have the right to terminate this Proposal/Contract. **CUSTOMER** understands that delays of such time periods will cause hardship to **GEMSTONE BUILDERS LLC** and loss and damages. Should **GEMSTONE BUILDERS LLC** exercise its right to terminate, then it shall be entitled to retain all monies paid to it up to the point of termination and if there is additional monies due for work done or materials provided, then **CUSTOMER** agrees to pay said sums immediately within five (5) days of the date that demand is made for them. It is agreed by the parties that said work stoppage caused by **CUSTOMER** shall be considered a breach by **CUSTOMER** entitling **GEMSTONE BUILDERS LLC** to all remedies as provided by the State of Florida for breach of contract.

NOTICES: all notices required by this Proposal/Contract shall be deemed delivered on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed in this Proposal/Contract.

If any provision of this Proposal/Contract shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable and this Proposal/Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this document and the remaining provisions shall remain in full force and effect.

This Proposal/Contract is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, proposals, negotiations, communications, whether oral or written between the Parties. No modification of this Proposal/Contract shall be effective unless in writing and signed by the Parties.

CLEAN UP: Gemstone Builders LLC will clean up waste materials and tools provided to the project site

LEGAL FEES: Any attorney, court cost or legal fees arise will be paid by the Owner/Association.



INSURANCE: Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agent and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to our destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party or indemnified hereunder.

LIAISON/COMMUNICATION: The Association Client will designate one (and no more than two) representatives from the board and/or management as a liaison or contact person(s). Gemstone will transact all business relating to the job with the designated contact person(s) and will not permit unauthorized interference from residents of the Association Client's property or from Gemstone employees.

ACCESS: The Association Client agrees to, and will be responsible for, the trimming and/or removal of all foliage clinging to or otherwise obstructing the building, and permit unobstructed access to the areas to be painted. Upon mobilization or during the course of painting, should Gemstone require the removal of any Association Client or resident/unit owner property to proceed, Gemstone will notify the designated contact person for instruction as Gemstone will not move anything without approval. Any item approved to be moved by Gemstone will be returned.

STAGING AREA: Gemstone is to submit requirements for a staging area for equipment and material prior to mobilization. The Association Client will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. will be returned to the staging area and the working area left clean. Protection of this area is the sole responsibility of Gemstone and shall be left in a clean, safe and in an acceptable manner.



AUTHORIZATION TO EXECUTE CONTRACT

The person(s) executing this contract on behalf of the Owner expressly warrant(s) that he/she/they possess the necessary authority to bind the Owner to all terms of the contract herein.

Referenced Project: Hillsboro Townhall & Police Station
1210 Hillsboro Mile
Hillsboro, FL 33062

Price \$ ITEMIZED

Referenced Proposal date: December 21st, 2020

This Agreement entered into on the ____ day of ____, 2020.

Owner (signature), authorized agent Mordechai Bilal, President
for _____ Gemstone Builders

Printed Name, Title

Free Recycling & Shredding Event



Town Hall
Saturday, Jan. 16, 2021
9:00 AM - 12:00 PM

Safe Free Sharps Disposal

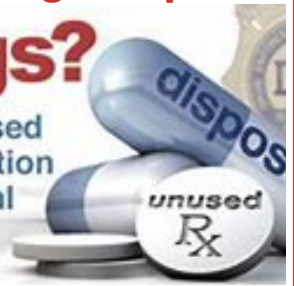
Household Sharps
containers can be
dropped off!



Prescription Drug Drop off

Got Drugs?

Turn in your unused
or expired medication
for safe disposal
here



Electronics Recycling

- Computer & accessories
- Mobile devices
- TVs & Office equipments
- Most small home appliances



DOCUMENT SHREDDING EVENT

CONFIDENTIAL



Household Hazardous Waste

- Rechargeable batteries
- Oil-based paints
- Latex paint
- Cleaners & acids
- Pesticides & oils



- Fluorescent bulbs
- Mercury
thermostats &
thermometers
- Stains & thinners

- Please be mindful of **CDC Social Distancing guidelines** for Health & Safety.
- The event will open promptly at 9am and close at 12pm. **We will not be able to accept any items before 9am or after 12pm.**
- Town of Hillsboro Beach residents only. Please be prepared to **show your ID.**
- For paper shredding, **a maximum of 5 standard sized boxes per vehicle** will be accepted to ensure all attendees have an opportunity to participate.
- Items from commercial enterprises **(ex. property management companies and landscapers)** will not be accepted.

For questions: www.townofhillsborobeach.com

954-427-4011

GIVING BEGINS WITH ME.

DONATE BLOOD



Saturday, January 16, 2021

8:00 AM - 1:00 PM

Town of Hillsboro Beach

All donors will receive a FREE 10 dollar eGift Card, a FREE OneBlood Long-Sleeve T-Shirt, a Free Appetizer coupon courtesy of Carrabba's Italian Grill and a wellness checkup including a COVID-19 antibody test!

*Appointments are encouraged, please visit
www.oneblood.org/donate-now and use sponsor code #62809*



LIMITED TIME: DONATING TWICE IS EXTRA NICE!

The challenge is on for whole blood donors! OneBlood has partnered with Carrabba's Italian Grill® to offer all donors who **give two times** between January and April a \$25 Carrabba's eGift Card as a thank you! <http://givelife.io/twice>



ID required. Donors must be at least 16 years old. Those who are 16 years old need parental permission. See website for more details. *One offer per donor, per donation. No cash value. Not-transferable. If you have recently donated, thank you. Please visit us when you are eligible to donate again. Not responsible for lost or stolen gift card. Donor must have successful donation to obtain results. If donor does not have account created in donor portal already, they must provide email address to phlebotomist at the time of registration so account can be created. Donor will receive email post donation with instructions. The same email provided at registration is used to activate donor portal account. Do not present to donate if you have a fever. You must wait at least 14 days before donating if you have been exposed to someone who has or may have COVID-19, have recently been tested and are pending test results for COVID-19 or if you have a confirmed active case of COVID-19.

oneblood.org 1-888-9-DONATE

ID REQUIRED

oneblood 
Share your power.