



# AGENDA

## Town of Hillsboro Beach Commission Meeting

**May 2, 2023**  
**9:00 AM**



### **MAYOR**

Honorable Irene Kirdahy

### **VICE MAYOR**

Honorable Barbara B. Baldassarre

### **COMMISSIONERS**

Honorable Jane Reiser

Honorable Vinnie Andreano

Honorable David A. Ravanese

### **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



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

May 2, 2023 | 9:00 AM

### REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR IRENE KIRDAHY  
VICE MAYOR BARBARA BALDASARRE  
COMMISSIONER JANE REISER  
COMMISSIONER VINNIE ANDREANO  
COMMISSIONER DAVID A. RAVANESI

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

#### CALL TO ORDER AND ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

#### I. APPROVAL OF MINUTES

- A. April 4, 2023 Regular Commission Meeting

#### II. PRESENTATIONS

#### III. ORDINANCES

#### IV. DISCUSSION & POSSIBLE ACTION

#### V. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2023-03** Consideration to Approve and Authorize the Use of \$55,000 Federal Forfeiture Funds For the Sole Source Purchase of an Alert System Emergency Response Application, 3-Year Contract with SaferWatch to Include Incidentals and Accessories. [\(Tabled from 1/10/2023 Mtg\)](#)
- B. **Resolution No. 2023-22** Consideration to Approve and Authorize the Use of \$28,000 Federal Forfeiture Funds for Training and Network Installation of Eventide Software Solution for Phone/Radio Recording to Include Incidentals and Accessories, Piggybacking the Terms of the GSA Contract Pricing No. GS-35F-0415V.
- C. **Resolution No. 2023-23** Consideration to Authorize the Proper Town Officials to Execute Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority by Broward County Government and Municipalities Located within Broward County.

#### VI. CONSENT

##### A. INVOICES FOR APPROVAL

|    |           |                     |            |            |
|----|-----------|---------------------|------------|------------|
| 1. | LSF       | Invoice #23-0228-26 | Feb 2023   | \$4,361.90 |
| 2. | LSF       | Invoice #23-0331-26 | March 2023 | \$6,445.86 |
| 3. | Inframark | Invoice #90467      | Feb 2023   | \$8,455.84 |
| 4. | Inframark | Invoice #91866      | March 2023 | \$8,496.17 |

|    |      |                 |            |             |                                               |
|----|------|-----------------|------------|-------------|-----------------------------------------------|
| 5. | CG&A | Invoice #114752 | March 2023 | \$34,648.55 |                                               |
| 5. | GCDE | Invoice # 47126 | April 2023 | \$2,675.20  | (General Matters)                             |
| 6. | GCDE | Invoice # 47127 | April 2023 | \$75.00     | (Garnishment)                                 |
| 7. | GCDE | Invoice # 47128 | April 2023 | \$1,075.00  | (adv. Richard Crusco, Charles Doherty, et al) |
| 8. | GCDE | Invoice # 47129 | April 2023 | \$ 400.00   | (Development)                                 |

## **VII. BEACH REPORT**

- A. 1. Update on Hillsboro Beach/ Deerfield Beach Joint Beach Nourishment Project**

## **VIII. STAFF UPDATES**

### **A. Police Department**

Presented by Chief Jay Szesnat

### **B. Finance Department**

Presented by Stephen Bloom, Finance Director, Inframark

### **C. Building Department**

Presented by Steve Mitchell, Building Official, CG&A

### **D. Code Compliance**

Presented by Bernard Pita, Code Compliance Mgr, CG&A

## **IX. TOWN MANAGER REPORT**

- A. State Road A1A Improvement Project Update**
- B. Overview of Sat, April 22, 2023 Earth Day Community Event**
- C. Discussion on Commission Chamber & Conference Room**

## **X. TOWN ATTORNEY REPORT**

## **XI. TOWN COMMISSION COMMENTS/REPORTS**

## **XII. PUBLIC COMMENTS**

## **XIII. 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  
REGULAR COMMISSION MEETING  
APRIL 4, 2023**

**9:00 A.M.**

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**CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

Mayor Irene Kirdahy 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 Irene Kirdahy  
Vice Mayor Barbara B. Baldassarre  
Commissioner David A. Ravanese

Commissioner Jane Reiser  
Commissioner Vinnie Andreano

**Town Staff:**

Town Manager William "Mac" Serda, ICMA-CM  
Donald J. Doody, Town Attorney, Esq.  
Melissa Budgett, Clerk's Office

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**APPROVAL OF AGENDA**

Mayor Kirdahy welcomed the new Commissioners and made a brief statement regarding Robert's Rules of Order.

Mr. Serda noted there were two (2) invoices to be added to the agenda.

Mayor Kirdahy asked that Resolution 2023-21 be added under Resolutions and Contracts.

**Motion** made by Commissioner Reiser, seconded by Commissioner Ravanese, to amend the agenda to include Resolution 2023-21 as item V.C. and add invoices from GCDE to the Consent Agenda. In a roll call vote, the **motion** passed unanimously. (5-0)

**Motion** made by Commissioner Ravanese, seconded by Vice Mayor Baldassarre, to approve the agenda as amended. In a roll call vote, the **motion** passed unanimously. (5-0)



## **I. APPROVAL OF MINUTES**

### **A. March 7, 2023 Regular Commission Meeting**

**Motion** made by Commissioner Ravanese, seconded by Vice Mayor Baldassarre, to approve the minutes from the March 7, 2023, Regular Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

### **B. March 21, 2023 Special Commission Meeting**

**Motion** made by Commissioner Ravanese, seconded by Commissioner Reiser, to approve the minutes from the March 21, 2023, Special Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

### **C. March 21, 2023 Re-organization Meeting**

**Motion** made by Commissioner Ravanese, seconded by Vice Mayor Baldassarre, to approve the minutes from the March 21, 2023, Re-organization Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

## **II. PRESENTATIONS**

### **A. Beach Management Plan and Erosion Mitigation Report with Updates**

Mr. Serda provided a brief background on the Beach Management Plan, explaining its completion was a requirement of the Federal Emergency Management Agency (FEMA) to continue participation in the emergency declarations and reimbursements program related to nonrecurring storms and disasters, and provided the Town with a strategy for maintenance of the beach.

Tim Blankenship, Senior Coastal Engineering Principal with Moffat & Nichol Coastal Engineers, provided a PowerPoint presentation presenting the report and recommendations. He began with a brief history of the Town's beach management, then discussed the results of the study. He discussed the next steps briefly and provided an update on the joint nourishment project.

Mayor Kirdahy asked Mr. Blankenship to explain why breakwaters were not recommended. Mr. Blankenship stated an extensive study had been conducted around 2012, and noted as part of this study, that data had been revisited. He explained the findings were that the regulatory environment at this time would not be supportive of that process, and cited examples of projects which had spent significant money and time on the solution and had not gotten through the environmental hurdles.

Mayor Serda added additional comments regarding the project and the foundation this formal scientific study provides for the Town to recommend updates of adjacent management plans. He noted FEMA had paid for half of the study.

Mo Tarifi, 1237 Hillsboro Mile, stated the biggest problem in the past was not working closely with Boca Raton and the Hillsboro Inlet on sand management. He asserted there are a lot of opportunities in cooperation.

Mr. Serda discussed communication with Hillsboro Inlet District Commissioners and staff regarding working together and stated they are amicable if the amount of sand moved did not impact Pompano Beach. He noted once the joint project with Boca Raton and Deerfield Beach is completed, the Town will be ready for those discussions.

**B. Presentation to Mo Tarifi for Service to the Town of Hillsboro Beach as the Appointed Representative to the Hillsboro Inlet District Board of Commissioners**

Mr. Serda made a presentation recognizing Mo Tarifi for his almost 10 years of service to the Town as the appointed representative to the Hillsboro Inlet District Board of Commissioners. He provided a brief background on the District and Mr. Tarifi's stewardship on behalf of the Town.

**III. ORDINANCES**

**IV. DISCUSSION & POSSIBLE ACTION**

**V. RESOLUTIONS & CONTRACTS**

**A. Resolution No. 2023-19**

RESOLUTION OF THE TOWN OF HILLSBORO BEACH, FLORIDA COMMISSION APPOINTING THOMAS CAMPBELL TO THE HILLSBORO INLET DISTRICT BOARD OF COMMISSIONERS.

Mr. Doody explained the parameters of selection of an appointee for the position on the Hillsboro Inlet District Board of Commissioners.

**Motion** made by Commissioner Ravanese, seconded by Commissioner Andreano, to appoint Thomas Campbell to the Hillsboro Inlet District Board of Commissioners. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody read the Resolution by title only.

Mr. Serda noted the Town had posted the opening and there had been no other applicants.

He stated Mr. Campbell's biography was attached, and he was an admirable representative of the Town on the Board.

**Motion** made by Commissioner Reiser, seconded by Vice Mayor Baldasarre, to adopt Resolution 2023-19 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

**B. Resolution No. 2023-20**

RESOLUTION OF THE TOWN OF HILLSBORO BEACH, FLORIDA COMMISSION APPOINTING TWO MEMBERS TO SERVE AS PRIMARY REPRESENTATIVE AND ALTERNATE TO THE BROWARD LEAGUE OF CITIES FOR THE TERM OF 2023-2024.

Mr. Doody explained the Resolution was for the selection of a primary and alternate representative to the Broward League of Cities.

**Motion** made by Commissioner Reiser, seconded by Commissioner Ravanese, to appoint Barbara Baldasarre as representative to the Broward League of Cities for the term of 2023-2024. In a roll call vote, the **motion** passed unanimously. (5-0)

**Motion** made by Commissioner Ravanese, seconded by Vice Mayor Baldasarre, to appoint Jane Reiser as first alternate and Vinnie Andreano as second alternate representative to the Broward League of Cities for the term of 2023-2024. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody read the Resolution by title only.

**Motion** made by Commissioner Ravanese, seconded by Commissioner Reiser, to adopt Resolution 2023-20 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

**C. Resolution No. 2023-21**

RESOLUTION OF THE TOWN OF HILLSBORO BEACH, FLORIDA COMMISSION APPOINTING A COMMISSIONER FOR SOLID WASTE MATTERS.

Mr. Doody read the Resolution by title only.

**Motion** made by Commissioner Reiser, seconded by Vice Mayor Baldasarre, to appoint David Ravanese as Commissioner to represent Hillsboro Beach on Solid Waste matters. In a roll call vote, the **motion** passed unanimously. (5-0)

**Motion** made by Commissioner Ravanese, seconded by Commissioner Andreano, to adopt Resolution 2023-21 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

## VI. CONSENT AGENDA

### A. Invoices for Approval

|    |      |                 |            |            |                       |
|----|------|-----------------|------------|------------|-----------------------|
| 1. | GCDE | Invoice # 46443 | March 2023 | \$6,347.95 | General Matters       |
| 2. | GCDE | Invoice # 46444 | March 2023 | \$400.00   | Development - Related |

Mr. Serda noted the Consent Agenda had been amended during the Agenda Approval process to add two (2) invoices.

**Motion** made by Commissioner Ravanese, seconded by Commissioner Reiser, to approve the Consent Agenda as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

## VIII. BEACH REPORT

Mr. Serda stated the dredging of the Boca Inlet had been delayed a few days due to high winds and inclement weather but was back working. He explained beach renourishment equipment was running 24 hours a day, seven (7) days a week, including weekends, and it is anticipated the sand in the outflow would be at the Hillsboro Beach line this weekend. He discussed the timeline, and explained substantial completion was expected in mid-April, with removal of equipment by April 30.

Commissioner Reiser asked for clarification on how to view the equipment. Mr. Serda explained briefly. Peter Seidle, Senior Coastal Engineer, Moffat & Nichol, provided additional details regarding the opportunity to see the dredge and finished beach.

## IX. STAFF UPDATES

### A. Police Department

Police Chief Szesnat presented the monthly report. He discussed February events, noting they showcase what the Police Department does for its residents. He commended a lifeguard at 901 Hillsboro Mile for lifesaving activity in response to an emergency with an 88-year-old man in the pool. He reviewed response to other medical incidents, vehicle stops, and trespassing calls, and stated the Department is staying busy.

Mayor Kirdahy inquired as to whether the marine units were operational. Police Chief Szesnat stated as of this time, everything is up and running.

Mr. Serda noted items to celebrate related to the Police Department, including the boat being wrapped and operational, vehicles marked and ready for patrol, and capital projects to utilize the space more efficiently. He stated much progress had been made in the past 6-12 months, with the help of the Commission and without tax payer dollars.

## **B. Building Department**

Mr. Serda stated that in addition to the normal monthly Building Official's report, the meeting backup materials also included a draft of the Safe Building report.

Steve Mitchell, Building Official, CG&A, presented his monthly report. He stated activity was mostly on small projects such as window replacements and kitchen remodels. Continuing, Mr. Mitchell reviewed the working draft of the Safe Building report. He stated there were seven (7) properties with no response, but all larger buildings were compliant or in progress. He added that he was available to answer any questions.

Commissioner Reiser asked how Certificates of Occupancy and taxes worked when property owners completed the guest house and lived in it while the main house was being built. Mr. Mitchell explained the guest house comes onto the tax rolls once it receives a Certificate of Occupancy. He outlined the process briefly.

## **C. Code Compliance**

Bernard Pita, Code Enforcement, CG&A, presented his report. He stated a sign violation listed had been resolved. He noted turtle season had started in March and reviewed the turtle patrol activities briefly.

Mayor Kirdahy shared that residents had expressed not being able to understand having to cover their windows during turtle season. She noted photos from past years which illustrate how much glow comes from windows. Mr. Pita stated he had attended workshops at the beginning of the season, and the perfect scenario is a dark beach, but they have to balance that with safety concerns.

# **IX. TOWN MANAGER REPORT**

## **A. Update on Underground Utility Lines**

Mr. Serda provided a brief update on the underground utility project. He stated noncommittal letters of support had been received from all properties where the equipment above ground needed to be placed. He explained the next phase will cost approximately \$50-\$100,000 to conduct surveying and move forward with easements. He stated it was his recommendation that the expenditure wait for the first installment from the Related property, which would be paid at the time of permit submission.

Mayor Kirdahy agreed. She stated she did not see making an expenditure from Town funds to start the project.



## **B. Earth Day Community Event**

Mr. Serda stated the Town would host a household hazardous waste and prescription drop off event on Earth Day from 9 a.m. to noon on Saturday, April 22, 2023. He noted electronic recycling and shredding would be conducted on site.

Mr. Serda shared a memo from Town Planner Jim Hickey to bring focus onto progress related to updating the Land Development Code. He asked that the Commission confirm the Town was still on the right path.

Mr. Hickey reviewed the changes made to date and recommendations for a holistic approach to additional review of the Land Development Code.

## **XI. TOWN ATTORNEY REPORT**

Mr. Doody stated his office would reach out to the new Commissioners to set up a meeting to discuss the Charter, public records laws, Sunshine Law, and other requirements of public officials. He noted four (4) hours of ethics training was required.

Commissioner Ravanese stated he and Commissioner Andreano planned to attend ethics training the following day. Mr. Doody confirmed that would meet the requirements.

## **XIII. TOWN COMMISSION COMMENTS/REPORTS**

### **A. Mayor Irene Kirdahy**

Mayor Kirdahy stated the Metropolitan Planning Organization (MPO) had no meeting scheduled for April.

### **B. Vice Mayor Barbara Baldassarre**

Vice Mayor Baldassarre stated the League of Cities meeting was scheduled for the following Thursday.

### **C. Commissioner Jane Reiser**

Commissioner Reiser congratulated the newly elected Mayor, Vice Mayor, and Commissioners. She stated she was glad to no longer be the new kid on the block.

### **D. Commissioner David A. Ravanese**

Commissioner Ravanese reported on the Solid Waste Working Group meeting held the

previous week. He stated the Interlocal Agreement needed to be approved by the Town before June.

Mr. Serda stated Commissioner Ravanese had been thrown into the end of a long process, and briefly outlined the Interlocal Agreement between Broward County and 31 cities to create a structure for an Independent Solid Waste Authority which would be charged with recycling and reusing the waste stream, with the goal of getting to zero waste. He explained the Town's expected contribution was expected to be \$2,000 to \$2,500 as the process moves forward.

**E. Commissioner Vinnie Andreano**

Commissioner Andreano had no report.

**XIV. PUBLIC PARTICIPATION**

None.

Vice Mayor Baldassarre asked if the street construction was still on schedule. Mr. Serda provided a brief update. He stated a documented concrete shortage had delayed the completion of the sidewalk, and then harmonizing would take place later in the project. Discussion ensued regarding the project and attempts to address changes in grade.

**XIV. ADJOURNMENT**

**Motion** made by Ravanese, seconded by Reiser, to adjourn the meeting at 10:17 a.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Irene Kirdahy, Mayor

ATTEST:

\_\_\_\_\_  
Sherry D. Henderson, CMC  
Town Clerk





1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

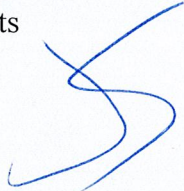
Phone: (954) 427-4011

[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

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### Agenda Item Cover Memo

**Agenda Item:** Forfeiture Fund Requests  
**Submitting Department:** Police Department  
**Agenda Date:** May 1, 2023



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## SAFERWATCH

### 1. BACKGROUND / HISTORY

The Police Department currently utilizes one alert/notification system, *NIXLE*.

### 2. CURRENT ACTIVITY

The Police Department would like to partner with *SaferWatch* Alert System. What is *SaferWatch*? *SaferWatch* is a notification/alert system like NIXLE. However, in addition to a notification/alert system, *SaferWatch* has a feedback system that allows residents to send Tipster and Non-Emergency reports to our communication team. ***SaferWatch* will not substitute for 911 or emergency situations. If there is an emergency residents should always dial 911.**

*SaferWatch* is currently being utilized by all the Broward Sheriff's Office municipalities, schools, hospitals, courthouse and many other local municipalities.

A phased approach deployment and education campaign will occur, if approved. This will include:

- Organization Phase (policy, training, and education in-house),
- Educational Phase (conduct walk and talks, visit condo forums, post on social media, etc)
- Assessment Phase (if more education needed, provide it)

### 3. FINANCIAL IMPACT

The total cost for *SaferWatch*, through forfeiture funds, is \$15,000 a year. The contract will be for 3 years, totaling \$45,000 dollars. We are requesting **\$55,000**. This will include any incidentals or network configurations/equipment/flyers/educational campaigns that may incur with this project. The town can cancel at any time. According to Inframark, there is currently \$468,047.61 in forfeitures.

### 4. RECOMMENDATION

Recommend the Town approve the forfeiture funds for *SaferWatch*. This will be sole sourced.

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2 ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this  
3 \_\_\_\_ day of \_\_\_\_\_ 2023.  
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7 TOWN OF HILLSBORO BEACH, FLORIDA  
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10 \_\_\_\_\_  
11 Irene Kirdahy, Mayor  
12

13 ATTEST:  
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15 \_\_\_\_\_  
16 Sherry D. Henderson, CMC  
17 Town Clerk

**RECORD OF TOWN COMMISSION VOTE:**

**MAYOR IRENE KIRDAHY** \_\_\_\_\_

**VICE MAYOR BARBARA BALDASARRE** \_\_\_\_\_

**COMMISSIONER JANE REISER** \_\_\_\_\_

**COMMISSIONER VINNE ANDREANO** \_\_\_\_\_

**COMMISSIONER DAVID A. RAVANESI** \_\_\_\_\_





## SaferWatch Proposal



### EXECUTIVE SUMMARY

|                            |                                                       |
|----------------------------|-------------------------------------------------------|
| <b>Client:</b>             | Hillsboro Beach Police Department                     |
| <b>Contact:</b>            | Chief Jay Szesnat                                     |
| <b>Coverage Area:</b>      | Town of Hillsboro Beach                               |
| <b>Geo-fences:</b>         | Unlimited Geo-fenced Locations Within the Territory   |
| <b>Users:</b>              | Unlimited Pubic and Private Users                     |
| <b>Usage:</b>              | Unlimited Inbound and Outbound Alerts                 |
| <b>Data Retention:</b>     | Defined by Client (up to 3 years)                     |
| <b>Term:</b>               | 3 Year                                                |
| <b>Setup Fee:</b>          | \$0.00 (waived with 3 year agreement)                 |
| <b>Price Per Year:</b>     | \$10,000                                              |
| <b>Add-on Options:</b>     | \$5,000 (includes live streaming video for residents) |
| <b>Total Annual Cost:</b>  | \$15,000                                              |
| <b>Total Project Cost:</b> | \$45,000 (total project cost over 3 year term)        |

### BENEFITS OF THE SAFERWATCH PLATFORM

- Enhanced citizen and employee safety
- Improve response times & operational efficiencies
- Receive new sources of intelligence
- Improve community engagement and public image
- Receive multimedia files for evidence and probable cause
- Improve officer safety due by enhancing situational awareness
- Streamlining information gathering from multiple sources
- Improving internal and external communications
- Keep the community updated and informed about critical incidents taking place
- Build a network of “eyes and ears” throughout the community
- Automatically notify employees and people nearby during an emergency
- Proactive risk mitigation and liability protection
- Accountability and real-time reporting
- Implementing cutting-edge technology gives law enforcement an advantage
- Allows for real-time coordination between multiple law enforcement agencies





## **SCOPE OF SERVICES & PRODUCT FEATURES**

### **SaferWatch Platform**

- SaferWatch Mobile Application - Available for Free Download on iOS & Android
- SaferWatch Command Center - Web Portal Access for Clients Only
- SaferWatch Alerts - Web Portal for Citizen & Employee Alerts
- SaferWatch API & SDK - for Product Integrations

### **SaferWatch Features Overview:**

#### **Ability to Receive Inbound Alerts & Intel**

- Tip Reporting
- Non-Emergencies/Suspicious Activity Reporting
- Threat Prevention & Threat Management
- Emergencies
- Live Videos
- BOLOs

#### **Ability to Push Outbound Alerts & Mass Notifications**

- Geo-based Mass Notifications & Emergency Alerts
  - Mobile App Push Notifications
  - Email Alerts
  - SMS
  - Phone Calls
  - Desktop Notifications
  - Web Based Alerts
- Sexual Predator Flyers & Mass Notifications Within 1 Mile of Predator Address

#### **SaferWatch Citizen Upload (SaferWatch App is Not Required to Use with Citizens)**

- SMS Live Chat
- SMS Media Upload (collection of evidence and multimedia files)
- Advanced Mobile Location Services
- Live Streaming Video Services (live streams are processed and recorded for playback)

#### **SaferWatch Emergency Mobile Panic Alert System**

- SaferWatch will provide its Mobile Panic Buttons for Employees

#### **Reports**

- Ability to Generate User Reports
- Ability to Generate Alert Reports
- Ability to Generate Caller & Case Transcripts
- Ability to Generate Analytics Reports



## **SYSTEM & TECHNICAL SPECIFICATIONS**

- SaferWatch Command Center is Web Based and Runs on Chrome & Edge Browsers
- Secure Access to Web Portal - SSO Login & Two-Factor Authentication
- Multilingual - English, Spanish, Portuguese, French, Chinese, Creole (German soon)
- ADA Compliance
- DOJ's Criminal Justice Information System (CJIS) Security Policy Best Practices
- FERPA Compliance
- HIPAA Compliance
- Encryption in Transit and at Rest
- 99.999% Uptime Guarantee
- Hosted in AWS GovCloud in Virginia
- USA Only Data Centers
- No Advertisements Served to Users
- Data Retention Policy Set By Customer
- Digital Evidence Best Practices - Chain of Custody Logs





## **ITEMS INCLUDED AT NO ADDITIONAL COST FOR THE TERM OF THE AGREEMENT**

- **Interoperability With Existing Systems - Third Party Integrations**
  - SaferWatch has a well-documented API and a dedicated integrations team that will work with any third-party provider who has an API which Client would like us to integrate with.
  - All integrations, incoming and outgoing will be included at no additional costs.
- **Ongoing Support & Maintenance**
  - SaferWatch provides 24/7/365 Support
  - Provides 24/7/365 Customer Support
  - Phone Support
  - Ticket Support
  - Onsite Support
  - Phone and Email Support included at no additional cost.
  - Both technical support and customer service is provided 24/7/365.
  - SaferWatch Guarantees 99.999% System Uptime.
- **System Upgrades**
  - All feature and system upgrades are automatically included at no additional cost.
- **Training & Custom User Guides**
  - All training will be provided by SaferWatch at no additional cost.
  - Training may include in person and virtual training.
  - Customized Training Guides and hosted training videos will be provided
- **Dedicated Account Resources**
  - Dedicated Account Manager
  - Dedicated Project Manager
  - Assigned Technical Lead
  - Customer Success Manager





**Sole Source Justification & Competitive Analysis**

Public Safety Technology

December 8th, 2022

Hillsboro Beach Police Department

Dear Purchasing Department:

To the best of our knowledge and based on multiple law enforcement agencies review of SaferWatch, the SaferWatch Platform is the only commercially available law enforcement, school and community two-way communication mobile and web based technology which has the patent pending combination of processes and features including, but not limited to: the ability for an end user to report crime, threats, suspicious activity, non-emergency incidents and/or tips, via upload or capture of video, photo, audio or text message and/or through live streaming video (which transmits real-time video and audio streams) and/or through the optional capability of initiating a digital or physical panic button which may also include an end user's physical GPS location, nearest address, profile information (including photo and physical description), contact information, emergency contacts and self-provided emergency medical information directly and automatically route into a law enforcement communications center or a real-time crime center based on the incident type, location or user permissions.

Moreover, SaferWatch offers an SMS tipline and phone number which is seamlessly managed inside of SaferWatch's Command Center program. Tipsters can send in a text message to a particular phone number and law enforcement and security personnel can respond accordingly and have a real-time two-way conversation via text message or in-app chat, where users can upload photos and videos as well.





## If You See Something, Send Something with the SaferWatch App!



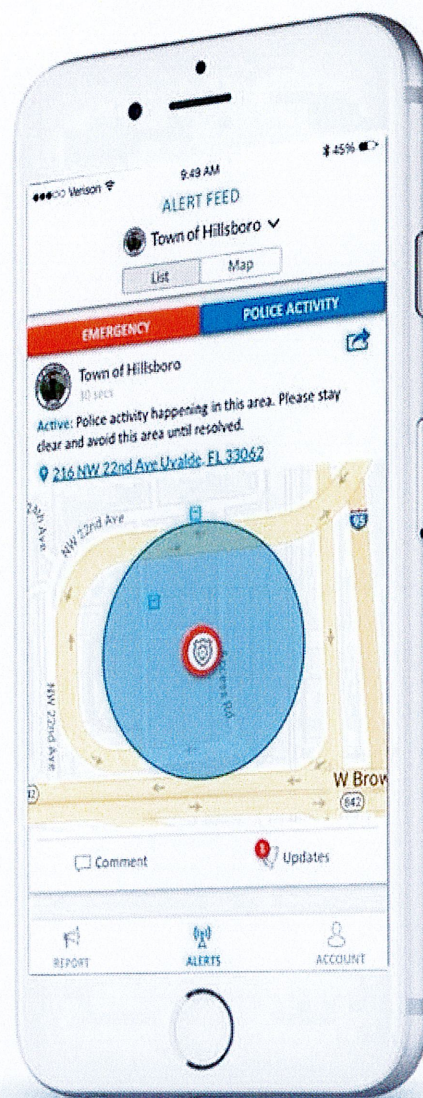
Report Crime, Threats  
and Suspicious Activity



Receive Real-Time Alerts  
from Town of Hillsboro



Subscribe to the  
Town of Hillsboro



Download on the  
**App Store**



GET IT ON  
**Google Play**

Learn More at [SaferWatchApp.com/Hillsboro](https://SaferWatchApp.com/Hillsboro)





# SEE SOMETHING, SEND SOMETHING

**TEXT:**



**954-264-TIPS (8477)**

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## REPORT SUSPICIOUS ACTIVITY



**SAFERWATCH**







## **Pricing Confirmation Letter**

December 28th, 2022

Town of Hillsboro Beach:

Per request, this letter is to confirm pricing related to a recently generated proposal that was sent to the Hillsboro Beach Police Department.

SaferWatch's minimum account pricing for any town, city, county or law enforcement agency is \$10,000 per year for our base platform. The account minimum is only provided to smaller municipalities with 10,000 residents or below.

We also offer smaller municipalities no minimum on the number of licenses they would like to purchase for our SaferWatch Citizen Upload product that allows residents to text in photos and video and even livestream events to law enforcement or city officials. SaferWatch Citizen Upload license is \$5,000 per seat per year.

In summary, we are providing our lowest pricing tier for the Town of Hillsboro Beach.

Thank you,

SaferWatch Support Team





1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011

[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

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### Agenda Item Cover Memo

**Agenda Item:** Forfeiture Fund Requests  
**Submitting Department:** Police Department  
**Agenda Date:** May 1, 2023



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## RECORDING SYSTEM

### 1. BACKGROUND / HISTORY

The Police Department currently records all dispatch incoming/outgoing phone conversations and radio communications. This is required for police agencies. The current supplier/vendor is not supporting our system as of April 1, 2023. The Police Department is still recording; however, the town does not have a service agreement with them anymore, as they are currently requiring an upgrade of the current system.

### 2. CURRENT ACTIVITY

The Police Department would like to go with another vendor, Eventide. Eventide has a user-friendly platform, seamless playbacks and can flag calls for evidentiary value. This will be purchased through GSA contract pricing (*Contract GS-35F-0415V*).

### 3. FINANCIAL IMPACT

Eventide installation and training is \$18,807 dollars utilizing contract pricing and purchased through forfeitures.

**TOTAL cost is \$28,000.** This price will include the network setup with our contracted IT, headsets, and any other incidentals this project may incur. According to Inframark, the current funds in forfeitures are: \$468,047.61

### 4. RECOMMENDATION

Recommend the Town approve and purchase Eventide recording system for our Police Department's recording system.

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**ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

\_\_\_\_\_  
Irene Kirdahy, Mayor

ATTEST:

\_\_\_\_\_  
Sherry D. Henderson, CMC  
Town Clerk

**RECORD OF TOWN COMMISSION VOTE:  
RESOLUTION NO. 2023-22**

|                                       |       |
|---------------------------------------|-------|
| <b>MAYOR IRENE KIRDAHY</b>            | _____ |
| <b>VICE MAYOR BARBARA BALDASARRE</b>  | _____ |
| <b>COMMISSIONER JANE REISER</b>       | _____ |
| <b>COMMISSIONER VINNIE ANDREANO</b>   | _____ |
| <b>COMMISSIONER DAVID A. RAVANESI</b> | _____ |

**Quality Recording Solutions, LLC**  
 425 E Crossville Road Ste 207  
 Roswell, Georgia 30075  
 Tel: 770-993-4793 Fax: 770-993-5038  
 Prepared by: Fran White ext 707 fwhite@QRSworld.com

**02/08/23**

Prepared for: Hillsboro Police Dept  
 1210 Hillsboro Mile Ste B  
 Hillsboro Beach, FL 33062



# Eventide®

[www.QRSworld.com](http://www.QRSworld.com)

| System                      |                                                                                                                                                                                                                                                                                                                                                        |            |     |             |  |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-------------|--|
| Hardware/Software           |                                                                                                                                                                                                                                                                                                                                                        |            |     |             |  |
| Model No.                   | Description                                                                                                                                                                                                                                                                                                                                            | Unit Price | QTY | Total Price |  |
| NexLog740DX ✓               | NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies | \$7,141.06 | 1   | \$7,141.06  |  |
| DX701 ✓                     | Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series                                                                                                                                                                                                                                                                                  | \$1,428.21 | 1   | \$1,428.21  |  |
| DX703                       | Standard NexLog 740 DX-Series: 2x2TB Fixed s/w-RAID1=2TB storage                                                                                                                                                                                                                                                                                       | \$0.00     | 1   | \$0.00      |  |
| DX754 ✓                     | Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)                                                                                                                                                                                                                                                          | \$538.64   | 1   | \$538.64    |  |
| 324430 ✓                    | Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)                                                                                                                                                                                                                                                                                                      | \$293.80   | 1   | \$293.80    |  |
| 271052 ✓                    | Internal IP Recorder with First 8 G.711 Channels                                                                                                                                                                                                                                                                                                       | \$3,468.51 | 1   | \$3,468.51  |  |
| DXANA16 ✓                   | 16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses                                                                                                                                                                                                                                                                                             | \$3,590.93 | 1   | \$3,590.93  |  |
| 271083 ✓                    | 8 pack MediaWorks DX (web) concurrent license                                                                                                                                                                                                                                                                                                          | \$812.04   | 1   | \$812.04    |  |
| 271111 ✓                    | Eventide MP3 option for MediaWorks DX                                                                                                                                                                                                                                                                                                                  | \$159.14   | 1   | \$159.14    |  |
| Hardware/Software Sub-Total |                                                                                                                                                                                                                                                                                                                                                        |            |     | \$17,432.33 |  |
| Services                    |                                                                                                                                                                                                                                                                                                                                                        |            |     |             |  |
| Services                    | Description                                                                                                                                                                                                                                                                                                                                            | Rate       | QTY | Total Price |  |
| IT                          | Install and Training                                                                                                                                                                                                                                                                                                                                   | \$1,250.00 | 1   | \$1,250.00  |  |
| DXSUS-12MO                  | DX-Series Virtual Recording Solution and DX-Series Smart Gateway. Continuous DXSUS subscription is required for access to versions and updates. Price is per 12-Month period, after the first 12 Months. (Non-Discountable)                                                                                                                            | \$601.00   | 0   |             |  |
| Services Price              |                                                                                                                                                                                                                                                                                                                                                        |            |     | \$1,250.00  |  |
| Summary                     |                                                                                                                                                                                                                                                                                                                                                        |            |     |             |  |
| Solution Components         |                                                                                                                                                                                                                                                                                                                                                        |            |     | Price       |  |
| System Price                |                                                                                                                                                                                                                                                                                                                                                        |            |     | \$17,432.33 |  |
| Services Price              |                                                                                                                                                                                                                                                                                                                                                        |            |     | \$1,250.00  |  |
| Shipping                    |                                                                                                                                                                                                                                                                                                                                                        |            |     | \$125.00    |  |
| Total Price                 |                                                                                                                                                                                                                                                                                                                                                        |            |     | \$18,807.33 |  |

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required

Payment terms are net 30 days from invoice / installation

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.



If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.

**Accepted By:**

**Signature:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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Dx817

GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**SCHEDULE TITLE:** Multiple Award Schedule  
Large Category: Information Technology  
Subcategory: IT Hardware  
Subcategory: IT Software

**CONTRACT NUMBER:** GS-35F-0415V

**CONTRACT PERIOD:** May 5, 2009 through May 4, 2024

**Price List Current through** Modification PS-0046 effective date March 29, 2022

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov).

**CONTRACTOR:** Eventide, Inc.  
One Alsan Way  
Little Ferry, NJ 07643  
Phone: 201-641-1200  
Fax: 201-641-1640 Fax  
Email: [bhaberman@eventide.com](mailto:bhaberman@eventide.com)  
Internet: [www.eventide.com](http://www.eventide.com)

**BUSINESS SIZE:** Small Business

**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)**

| SIN    | DESCRIPTION                                                   |
|--------|---------------------------------------------------------------|
| 33411  | Purchase of New Electronic Equipment                          |
| 811212 | Maintenance of Equipment, Repair Services, and/or Spare Parts |
| 511210 | Software Licenses                                             |
| OLM    | Order Level Materials                                         |

**1b. LOWEST PRICED ITEM**

| SIN    | PRODUCT NO.                                   | PRICE    |
|--------|-----------------------------------------------|----------|
| 33411  | 324171                                        | \$11.43  |
| 811212 | Repair Services, and Repair Parts/Spare Parts | \$0.01   |
| 511210 | 271111                                        | \$159.14 |

**1c. HOURLY RATES: N/A**

**2. MAXIMUM ORDER\*:**

33411 \$500,000 per order per SIN  
811212 \$500,000 per order per SIN  
511210 \$500,000 per order per SIN



\*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contract the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. **MINIMUM ORDER:** \$100.00
4. **GEOGRAPHIC COVERAGE:** 48 States, D.C.
5. **POINT(S) OF PRODUCTION:** US
6. **DISCOUNT FROM LIST PRICES:** All prices included herein are NET. Discounts have been deducted.
7. **QUANTITY DISCOUNT(S):** None
8. **PROMPT PAYMENT TERMS:** Net 30 Days
- 9a. **GOVERNMENT PURCHASE CARDS ARE BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**
- 9b. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**
10. **FOREIGN ITEMS:** See price list pages
- 11a. **TIME OF DELIVERY:** 30 Days ARO
- 11b. **EXPEDITED DELIVERY:** Contact Contractor
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for rates.
- 11d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:** Eventide, Inc., One Alsan Way, Little Ferry, NJ 07643
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (PBA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
14. **PAYMENT ADDRESS:** Eventide, Inc., One Alsan Way, Little Ferry, NJ 07643
15. **WARRANTY PROVISION:**

|            |                                                |
|------------|------------------------------------------------|
| SIN 33411  | Standard Commercial Warranty                   |
| SIN 811212 | Repair work, Parts (spares or repairs) 30 Days |
| SIN 511210 | Standard Commercial Warranty                   |
16. **EXPORT PACKING CHARGES:** Outside the scope of this contract.
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level). Eventide, Inc., will accept payment by the Government Purchase Card in accordance with the requirements of Clause 552.232-79 for sales under and above the micro-purchase threshold.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** See page 3.
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A.
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LIST AND ANY DISCOUNTS FROM THE LIST PRICES (IF APPLICABLE):** REPAIR PARTS/SPARE PARTS RATE PROVISIONS: All spare parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment

manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 6/1/2008, at a discount of 15% from such listed prices

- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):**
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants):** None
- 24b. **SECTION 508 COMPLIANCE FOR EIT:** [www.eventide.com](http://www.eventide.com)
- 25. **DUNS NUMBERS:** 05-830-0997
- 26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Eventide maintains a current SAM registration.



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 38411)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment is customer installable.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation,

deinstallation, and reinstallation services under SIN 33411 or SIN 132-9.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.  
  
Standard Commercial Warranty applies.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the



policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF  
EQUIPMENT, REPAIR SERVICES, AND/OR SPARE PARTS (AFTER  
EXPIRATION OF  
GUARANTEED WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT  
COVERED BY GUARANTEED WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 811212)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:
- c.
  - Eventide, Inc.
  - One Alsan Way
  - Little Ferry, NJ 07643

**2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

**3. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

**4. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.

- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

**5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

**6. RESPONSIBILITIES OF THE CONTRACTOR**

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

**7. REPAIR SERVICE RATE PROVISIONS**

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth in the Pricelist pages.

**8. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the Equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated current, at a discount as published in this Pricelist.

**9. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

- a. **REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of 90 days.



b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 90 days.

**10. INVOICES AND PAYMENTS**

a. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM  
NUMBER 511210) OF GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY/SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 201-641-1200 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7 am to 7 pm ET.

**5. SOFTWARE MAINTENANCE**

- a. Software maintenance as it is defined: (select software maintenance type) :

(1)   X   Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability

and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

(2) \_\_\_\_\_ Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**6. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and



documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) ~~Commercial Computer Software~~ may be marked with the Contractor's standard, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **7. SOFTWARE CONVERSIONS - (SIN 511210)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **9. RIGHT-TO-COPY PRICING. Not offered.**

| SIN    | MFGPART | PRODESC                                                                                                                           | NET GSA PRICE | PPOINT |
|--------|---------|-----------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 33411  | 108067  | PC Workstation w/All Eventide Software & DVD-RAM Drive w/19" LCD Color Monitor/Accessories                                        | \$3,260.40    | US     |
| 33411  | 108109  | Rack Mount Slides - 2 Post Center Mt., 3U (for NexLog 740)                                                                        | \$367.25      | US     |
| 33411  | 108110  | Rack Mount Slides - 2 Post Center Mt. 4U (for NexLog 840)                                                                         | \$436.62      | US     |
| 33411  | 108112  | Rack Mount Slides - 4 Post, 4U (for NexLog 840)                                                                                   | \$293.80      | US     |
| 33411  | 108234  | Label Printer for DVD-RAM or Blu-Ray (Requires MediaWorks)                                                                        | \$265.24      | US     |
| 511210 | 115021  | Enhanced Reporting Package                                                                                                        | 812.04        | US     |
| 511210 | 115022  | Windows User Tracker software option                                                                                              | 485.59        | US     |
| 511210 | 115024  | Voice Replay Synchronization for TopSky                                                                                           | 7,341.01      | US     |
| 511210 | 209029  | NENA ANI/ALI CAD Spill Integration or SMDR                                                                                        | \$1,628.16    | US     |
| 511210 | 209157  | Metadata Integration for Dispatch, RoIP, and other systems                                                                        | \$3,133.90    | US     |
| 511210 | 209158  | EF Johnson P25 Metadata Integration                                                                                               | \$3,133.90    | US     |
| 511210 | 209214  | Integration to P25 trunked system via ISSI                                                                                        | 7,341.01      | US     |
| 511210 | 209215  | OTAR Integration to Tait KMF                                                                                                      | 16,322.42     | US     |
| 511210 | 209216  | Integration to Mototrbo controllerless system via NAI-V                                                                           | 2,852.34      | US     |
| 511210 | 209225  | OTAR Integration to Harris VIDA P25 - Upgrade to subsequent KMF version                                                           | 4,076.52      | US     |
| 511210 | 209226  | Integration to Unify Xpert turret (real-time metadata from master turret)                                                         | 2,852.34      | US     |
| 511210 | 271014  | Central Archive License (for archive to another NexLog)                                                                           | \$1,362.92    | US     |
| 511210 | 271019  | DTMF Selective Recording Metadata License                                                                                         | \$1,362.92    | US     |
| 511210 | 271028  | MDC 1200 Radio ID License (Per Analog Card)                                                                                       | \$1,469.02    | US     |
| 33411  | 271035  | Native VoIP Add G.711 Channels - 8 Pack                                                                                           | \$938.54      | US     |
| 511210 | 271051  | Network Archive License (1 is included with NexLog base system) - Network Archive License (1 is included with NexLog base system) | \$204.03      | US     |
| 511210 | 271052  | Native VoIP Base Recording License Including 8 Channels of G.711 IP                                                               | \$3,468.51    | US     |
| 511210 | 271066  | Next Generation 9-1-1 System-level Licenses - System License: NG911 SIP-Invite Recording                                          | \$816.12      | US     |
| 511210 | 271067  | Next Generation 9-1-1 System-level Licenses - System License: NG911 Logging Web Service                                           | \$3,590.93    | US     |
| 511210 | 271068  | Smartnet Integration (customer-provided GenSpout)                                                                                 | \$4,488.66    | US     |
| 511210 | 271069  | SmartZone Integration (customer-provided GenSpout)                                                                                | \$4,488.66    | US     |
| 511210 | 271070  | Screen Recording for 5 PCs (Requires MediaWorks PLUS)                                                                             | \$2,244.33    | US     |
| 511210 | 271071  | Screen Recording for 10 PCs (Requires MediaWorks PLUS)                                                                            | \$2,448.36    | US     |
| 511210 | 271072  | Screen Recording for 15 PCs (Requires MediaWorks PLUS)                                                                            | \$2,856.42    | US     |
| 511210 | 271073  | Screen Recording for 20 PCs (Requires MediaWorks PLUS)                                                                            | \$3,264.48    | US     |



| SIN     | MFGPART | PRODESC                                                                               | NET GSA PRICE | PPOINT |
|---------|---------|---------------------------------------------------------------------------------------|---------------|--------|
| 511210  | 271076  | Screen Recording expansion license for 5 PCs                                          | \$448.87      | US     |
| 511210  | 271077  | Call Evaluation Software Choice - Call Evaluation base-level software (20 Agents)     | \$1,338.44    | US     |
| 511210  | 271082  | Call Evaluation Software Choice - Call Evaluation base-level software (add 20 Agents) | \$1,338.44    | US     |
| 8 33411 | 271083  | MediaWorks PLUS (formerly Express): Concurrent Access for 8 Users                     | \$812.04      | US     |
| 33411   | 271086  | Add-on License Pack (Internal IP Recorder) to upgrade 8 Licenses of G.711 to G.729    | \$591.69      | US     |
| 33411   | 271098  | Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)                              | \$812.04      | US     |
| 511210  | 271100  | ED137B-Part4 IP-based ATC License (Requires IP Channels)                              | \$2,852.34    | US     |
| 33411   | 271101  | 45 Baud Analog TTY Decoder for TDD & SMS-to-911                                       | \$1,628.16    | US     |
| 511210  | 271102  | NexLog API Access License: Control and Tagging                                        | \$3,133.90    | US     |
| 511210  | 271103  | NexLog API Access License: Replay and Live Monitoring                                 | \$3,133.90    | US     |
| 33411   | 271104  | 911 SIP Trunk (Non-i3) Rec. License (Requires IP Channels)                            | \$1,628.16    | US     |
| 511210  | 271105  | Tait DMR Tier 3 and MPT-IP Metadata Integration                                       | \$3,133.90    | US     |
| 511210  | 271106  | MediaWorks PLUS option with French GUI (text from Google)                             | 1,220.10      | US     |
| 511210  | 271107  | MediaWorks PLUS option with Spanish GUI (text from Google)                            | 1,220.10      | US     |
| 511210  | 271113  | NexLog Access Bridge License                                                          | 2,852.34      | US     |
| 511210  | 271117  | OTAR Integration to Harris VIDA P25 KMF - Initial Harris KMF version                  | 16,322.42     | US     |
| 511210  | 271125  | 8 pack MediaWorks MOBILE (web) concurrent license                                     | \$440.71      | US     |
| 511210  | 271126  | Integration to Mitel 3300 Secure Recording Connector (SRC)                            | 3,668.46      | US     |
| 511210  | 271138  | Eventide Interface license for Cisco Built-in-Bridge (BiB)                            | 1,628.16      | US     |
| 511210  | 271139  | Eventide Interface license for VIPER 911 IP/SPAN Recording                            | \$2,203.53    | US     |
| 511210  | 271140  | Eventide Interface license for VESTA 911 IP/SPAN Recording                            | \$2,203.53    | US     |
| 33411   | 324171  | Smart Label Printer Refill (Box of 2)                                                 | \$11.43       | US     |
| 33411   | 324200  | Supplies - Monitor Headset                                                            | \$61.21       | US     |
| 5 33411 | 324430  | Rack Mount Slides - 4 Post, 3U (for NexLog 740)                                       | \$293.80      | US     |
| 33411   | 324466  | USB External Modem For Remote Diagnostics                                             | \$130.58      | US     |
| 33411   | 324638  | Peripheral Device Choice - 1U Rackmt Drawer w/19" LCD, KB, 8-Port KVM                 | \$2,040.30    | US     |
| 33411   | 324655  | IRIG B(1) Time Synchronization Universal PCI Card (max. 1)                            | \$2,032.14    | US     |
| 33411   | 324702  | TeraStation Rackmount NAS: 4 x 2TB RAID5 (6TB Storage)                                | \$5,672.04    | US     |
| 33411   | 324705  | TeraStation Rackmount NAS: 4 x 1TB RAID5 (3TB Storage)                                | \$4,284.63    | US     |
| 33411   | 324720  | DVSI 2-Port USB Decoder Unit (for DMR, TRBO, and NXDN) - Max 2                        | 2,448.36      | US     |



| SIN    | MFGPART     | PRODESC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | NET GSA PRICE | PPOINT |
|--------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 33411  | 427283      | Spare 1TB Hard Drive for Removable Archive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 878.15        | US     |
| 33411  | 427300      | 4.7GB Single-Sided bare DVD-RAM disc in Jewel Case (each)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$16.32       | US     |
| 33411  | 427318      | Blu-Ray Quantum OQBDR02LT Re-Writable Single-Side (25GB) Discs - Pack of 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$39.99       | US     |
| 33411  | 105284-008  | Analog Telephone/2-way Radio Channel Record Card - 8 Channels Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$2,203.53    | US     |
| 33411  | 105284-024  | Analog Telephone/2-way Radio Channel Record Card - 24 Channels Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$4,896.73    | US     |
| 33411  | 108069-119  | 19 Inch LCD Monitor, Keyboard & Mouse Kit For Local Control w/Blank Front Panel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$893.65      | US     |
| 33411  | 109033-003  | Quick Install Kit (Includes #264242-003 9FT Connector Cable & Punch down Block) STD Telco Pin-Out                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$179.55      | US     |
| 33411  | 109033-007  | Quick Install Kit (Includes #264242-007 23FT Connector Cable & Punch down Block) STD Telco Pin-Out                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$244.84      | US     |
| 33411  | 1173-000    | P25 DVSI Playback Decoder - P25 4-Concurrent Replay Decoder for P25, NXDN, DMR, othersFJ P25                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$8,161.21    | US     |
| 33411  | 264242-003  | Cable - 9 ft. Connector Cable for Analog or Digital PBX card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$75.08       | US     |
| 33411  | 264242-007  | 23 ft. Connector Cable for Analog or Digital PBX card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$101.20      | US     |
| 33411  | 427213-001  | Rack Mount 1500VA 940W 120V Smart UPS - 50 Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$1,628.16    | US     |
| 33411  | 427214-001  | Rack Mount 750VA 480W 120V Smart UPS - 10 Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$812.04      | US     |
| 33411  | 271084      | Integration to ASTRO 25 system via AIS (Fee for Motorola License Not Included)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$7,341.01    | US     |
| 511210 | 271078      | Call Evaluation Software Choice - Call Evaluation base-level software (40 Agents)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$2,440.20    | US     |
| 511210 | 271079      | Call Evaluation Software Choice - Call Evaluation base-level software (60 Agents)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$3,660.30    | US     |
| 511210 | 271080      | Call Evaluation Software Choice - Call Evaluation base-level software (80 Agents)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$4,880.40    | US     |
| 511210 | 271081      | Call Evaluation Software Choice - Call Evaluation base-level software (100 Agents)                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$5,284.38    | US     |
| 511210 | 271074      | Screen Recording for 25 PCs (Requires MediaWorks PLUS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$3,672.54    | US     |
| 33411  | 115015      | Mandatory Remote Install Prep for ASTRO 25/AIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$2,856.42    | US     |
| 33411  | 115016      | Optional On-Site Assistance for ASTRO 25/AIS; USA; 2 days (Non-Discount)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$3,182.87    | US     |
| 33411  | NexLog740DX | NexLog 740 DX-Series Recording Solution - NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$7,141.06    | US     |



| SIN     | MFGPART | PRODESC                                                                                                                                                                                        | NET GSA PRICE | PPOINT |
|---------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 2 33411 | DX701   | NexLog 740 DX-Series Front Panel Choices (Select One) - Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series                                                                  | \$1,428.21    | US     |
| 33411   | DX704   | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x2TB Fixed s/w-RAID1=2TB storage                                                 | \$812.04      | US     |
| 33411   | DX799   | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x1TB HotSwap RAID1=1TB storage                                                   | \$1,509.82    | US     |
| 33411   | DX721   | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2 x 1TB Solid State Drive Fixed Mount s/w-RAID1=1TB storage                       | \$4,309.12    | US     |
| 33411   | DX731   | NexLog 740 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2 Blu-ray Drives (also supports single-side DVD-RAM media)                        | \$636.57      | US     |
| 33411   | DX732   | NexLog 740 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 1x1TB Removable HDD + 1 Blu-ray Drive                                             | \$497.83      | US     |
| 33411   | DX733   | NexLog 740 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 1x1TB Removable HDD + 2 Blu-ray Drives                                            | \$742.67      | US     |
| 33411   | DX734   | NexLog 740 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 1xRDX (with 1TB Cartridge) + 1xBlu-ray Drive                                      | \$1,101.76    | US     |
| 33411   | DX735   | NexLog 740 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 1xRDX (with 1TB Cartridge) + 2xBlu-ray Drives                                     | \$1,338.44    | US     |
| 33411   | DX736   | NexLog 740 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2xRDX (each w/1TB Cartridge)+1xBlu-ray Drive                                      | \$1,754.66    | US     |
| 33411   | DX750   | NexLog 740 DX-Series GPIO, IRIG-B, Network Card and Power Supply Options - 24 port GPIO PCI Card/Cable Kit, non-isolated (for NexLog 740 DX-Series recorder only)                              | \$1,158.89    | US     |
| 33411   | DX950   | NexLog 740 DX-Series GPIO, IRIG-B, Network Card and Power Supply Options - 48 port GPIO PCIe Card/Cable Kit, non-isolated (for NexLog 740 DX-Series recorder or NexLog 840 DX-Series recorder) | \$1,966.85    | US     |
| 33411   | DX951   | NexLog 740 DX-Series GPIO, IRIG-B, Network Card and Power Supply Options - Single-port PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder or NexLog 840 DX-Series recorder)    | \$277.48      | US     |
| 4 33411 | DX754   | NexLog 740 DX-Series GPIO, IRIG-B, Network Card and Power Supply Options - Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)                       | \$538.64      | US     |
| 33411   | DX970   | NexLog 740 DX-Series GPIO, IRIG-B, Network Card and Power Supply Options - Upgrade NexLog 740 DX-Series (at time of order) to Dual -48 VDC Power Supplies                                      | \$1,240.50    | US     |

| SIN   | MFGPART      | PRODESC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NET GSA PRICE | PPOINT |
|-------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 33411 | 108264       | NexLog 740 DX-Series GPIO, IRIG-B, Network Card and Power Supply Options - Upgrade NexLog 740 DX-Series (at time of order) for Vehicular or Shipboard usage (extra internal brackets)                                                                                                                                                                                                                                                                                                                                                              | \$204.03      | US     |
| 33411 | NexLog 840DX | NexLog 840 DX-Series Recording Solution - NexLog 840 DX-Series base system: 4U rack-mountable, Core i5 CPU, 16GB DIMM, 2x1TB Fixed Mount HDDs (RAID 1), 1 Blu-ray Multi-drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 100-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$14,282.12   | US     |
| 33411 | DX801        | NexLog 840 DX-Series Front Panel Choices (Select One) - 7" Color LCD Touch Screen for NexLog 840 DX-Series Recorder                                                                                                                                                                                                                                                                                                                                                                                                                                | \$1,428.21    | US     |
| 33411 | DX804        | NexLog 840 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 2x2TB Fixed s/w-RAID1=2TB storage                                                                                                                                                                                                                                                                                                                                                                                                     | \$812.04      | US     |
| 33411 | DX899        | NexLog 840 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 2x1TB HotSwap RAID1=1TB storage                                                                                                                                                                                                                                                                                                                                                                                                       | \$1,509.82    | US     |
| 33411 | DX821        | NexLog 840 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 2 x 1TB Solid State Drive Fixed Mt s/w-RAID1=1TB storage                                                                                                                                                                                                                                                                                                                                                                              | \$4,309.12    | US     |
| 33411 | DX831        | NexLog 840 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 2 Blu-ray Drives (also supports DVD-RAM media)                                                                                                                                                                                                                                                                                                                                                                                        | \$636.57      | US     |
| 33411 | DX832        | NexLog 840 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 1x1TB Removable HDD + 1 Blu-ray Drive                                                                                                                                                                                                                                                                                                                                                                                                 | \$497.83      | US     |
| 33411 | DX833        | NexLog 840 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 1x1TB Removable HDD + 2 Blu-ray Drives                                                                                                                                                                                                                                                                                                                                                                                                | \$742.67      | US     |
| 33411 | DX834        | NexLog 840 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 2x1TB Removable HDD+1xBlu-ray Drive                                                                                                                                                                                                                                                                                                                                                                                                   | \$1,240.50    | US     |
| 33411 | DX835        | NexLog 840 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 1xRDX (with 1TB Cartridge) + 1xBlu-ray Drive                                                                                                                                                                                                                                                                                                                                                                                          | \$1,101.76    | US     |
| 33411 | DX836        | NexLog 840 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 1xRDX (with 1TB Cartridge) + 2xBlu-ray Drives                                                                                                                                                                                                                                                                                                                                                                                         | \$1,338.44    | US     |
| 33411 | DX837        | NexLog 840 DX-Series Archive Drive Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 2xRDX (each w/1TB Cartridge)+1xBlu-ray Drive                                                                                                                                                                                                                                                                                                                                                                                          | \$1,754.66    | US     |



| SIN    | MFGPART      | PRODESC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | NET GSA PRICE | PPOINT |
|--------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 511210 | VM740DX      | NexLog DX-Series "740 VM" (Virtual Machine) Recording Solution - NexLog DX-Series "740 VM" Software for VMWare Inc. Virtualization on customer-furnished hardware and enterprise-class ESXI operating environment, which must meet minimum operating specifications. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.                                                                                                                         | \$6,524.89    | US     |
| 33411  | DX-SGW-8ANA  | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 8-Channel Analog DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.          | \$5,794.46    | US     |
| 33411  | DX-SGW-16ANA | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 16-Channel Analog DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.         | \$6,855.42    | US     |
| 33411  | DX-SGW-24ANA | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 24-Channel Analog DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.         | \$8,487.66    | US     |
| 33411  | DX-SGW-8PBX  | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 8-Channel Digital PBX Tap DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$7,141.06    | US     |

| SIN   | MFGPART        | PRODESC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NET GSA PRICE | PPOINT |
|-------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 33411 | DX-SGW-16PBX   | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 16-Channel Digital PBX Tap DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$9,258.89    | US     |
| 33411 | DX-SGW-24PBX   | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 24-Channel Digital PBX Tap DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$11,376.73   | US     |
| 33411 | DX-SGW-24T1Tap | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 24-Channel T1 Tap DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.          | \$11,107.41   | US     |
| 33411 | DX-SGW-48T1Tap | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 48-Channel T1 Tap DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.          | \$14,167.86   | US     |
| 33411 | DX-SGW-30E1Tap | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 30-Channel E1 Tap DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.          | \$11,107.41   | US     |

| SIN   | MFGPART        | PRODESC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | NET GSA PRICE | PPOINT |
|-------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 33411 | DX-SGW-60E1Tap | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder)<br>- 60-Channel E1 Tap DX-Series Smart Edge Capture Device (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.                                                      | \$14,167.86   | US     |
| 33411 | DX-SGW-8VOIP   | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder)<br>- 8-Channel VoIP DX-Series Smart Edge Capture Device for Basic SPAN, SIP or BiB. (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. <BiB license not included> Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.  | \$6,733.00    | US     |
| 33411 | DX-SGW-16VOIP  | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder)<br>- 16-Channel VoIP DX-Series Smart Edge Capture Device for Basic SPAN, SIP or BiB. (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. <BiB license not included> Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$8,161.21    | US     |
| 33411 | DX-SGW-24VOIP  | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder)<br>- 24-Channel VoIP DX-Series Smart Edge Capture Device for Basic SPAN, SIP or BiB. (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. <BiB license not included> Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$9,589.42    | US     |
| 33411 | DX-SGW-32VOIP  | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder)<br>- 32-Channel VoIP DX-Series Smart Edge Capture Device for Basic SPAN, SIP or BiB. (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. <BiB license not included> Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$11,017.63   | US     |



| SIN    | MFGPART       | PRODESC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NET GSA PRICE | PPOINT |
|--------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 33411  | DX-SGW-40VOIP | Eventide DX-Series Smart Edge Capture Device (acquires, buffers and securely transfers audio to NexLog DX-Series recorder) - 40-Channel VoIP DX-Series Smart Edge Capture Device for Basic SPAN, SIP or BiB. (1U, Single SSD temporary storage, dual NIC, Linux + DX-Series Smart Edge Capture Device software, Single 120-240VAC power supply, Single Central Archive license and 1st year hardware warranty. <BiB license not included> Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates. | \$12,445.84   | US     |
| 33411  | PCI-DXANA8    | Special PCI Analog Input Cards for NexLog 740 DX-Series Recorders ONLY (These are not Atlas/NexLog cards) - SPECIAL 8-Channel Analog PCI (PCI bus) Card, 8 Ch. Licenses; for use in NexLog 740 DX-Series only; Maximum 1 card per NexLog 740 DX-Series recorder.                                                                                                                                                                                                                                                                                                          | \$2,407.56    | US     |
| 33411  | PCI-DXANA16   | Special PCI Analog Input Cards for NexLog 740 DX-Series Recorders ONLY (These are not Atlas/NexLog cards) - SPECIAL 16-Channel Analog PCI (PCI bus) Card, 16 Ch. Licenses; for use in NexLog 740 DX-Series only; Maximum 1 card per NexLog 740 DX-Series recorder.                                                                                                                                                                                                                                                                                                        | \$3,590.93    | US     |
| 33411  | PCI-DXANA24   | Special PCI Analog Input Cards for NexLog 740 DX-Series Recorders ONLY (These are not Atlas/NexLog cards) - SPECIAL 24-Channel Analog PCI (PCI bus) Card, 24 Ch. Licenses; for use in NexLog 740 DX-Series only; Maximum 1 card per NexLog 740 DX-Series recorder.                                                                                                                                                                                                                                                                                                        | \$5,386.40    | US     |
| 33411  | DXT1Term48    | T1 and E1 Terminating Input Cards for NexLog 740 DX-Series and NexLog 840 DX-Series Recorders - 48-Ch. T1 Terminating PCIe (PCI Express) Card, 48 Ch. Lic.                                                                                                                                                                                                                                                                                                                                                                                                                | \$10,576.93   | US     |
| 511210 | 271111        | MediaWorks DX - Web Access Playback Licenses - Eventide MP3 option for MediaWorks DX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$159.14      | US     |
| 511210 | 271165        | Quality Assurance Licenses - Quality Assurance DX Software (Quality Factor): Advanced Evaluation Scheduling Option (for QA recording selection based on available ANI/ALI or CAD metadata in the recorder's database)                                                                                                                                                                                                                                                                                                                                                     | \$1,301.71    | US     |
| 511210 | 209271        | Screen Recording Licenses (For Linux PCs) - Linux Screen Recording (First 5 Linux PCs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$7,630.73    | US     |
| 511210 | 209272        | Screen Recording Licenses (For Linux PCs) - Linux Screen Recording (5 additional Linux PCs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$897.73      | US     |
| 511210 | 209291        | Harris P25 Integration - Location Capture & Display for Harris P25 SR10A.3/later (requires use of Harris P25 radios w/GPS and any required Harris licensing)                                                                                                                                                                                                                                                                                                                                                                                                              | \$2,852.34    | US     |
| 511210 | 209270        | Tait P25 (Trunked) Integration - P25 Encryption Key Management Option (non-OTAR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$1,628.16    | US     |
| 511210 | 209289        | Motorola MOTOTRBO Capacity MAX via VRC Integration - Integration to Motorola MotoTRBO Capacity MAX System via Motorola Voice and Radio Command (VRC) Gateway(s)                                                                                                                                                                                                                                                                                                                                                                                                           | \$7,341.01    | US     |

| SIN    | MFGPART | PRODESC                                                                                                                                                                                                                                                                                       | NET GSA PRICE | PPOINT |
|--------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 511210 | 209290  | Harris/Tait DMR Integration - Location Capture & Display for Harris/Tait DMR Tier III (requires use of Tait DMR radios w/GPS and any required Harris/Tait licensing)                                                                                                                          | \$2,852.34    | US     |
| 511210 | 209267  | Motorola Dimetra IP Integration - Integration to Motorola DIMETRA IP system, Non-EEE, Initial 8.x or 9.x release                                                                                                                                                                              | \$9,789.37    | US     |
| 511210 | 209268  | Motorola Dimetra IP Integration - Integration to Motorola DIMETRA IP system, Non-EEE, Subsequent 8.x or 9.x version                                                                                                                                                                           | \$5,708.77    | US     |
| 511210 | 209217  | Icom IDAS (Conventional) Integration - Integration to ICOM IDAS Conventional system                                                                                                                                                                                                           | \$3,133.90    | US     |
| 511210 | 209269  | Kenwood NexEdge (Trunked) Integration - Integration to Kenwood NexEdge Trunking System (for "Type C" Trunking (Gen 1 or Gen 2))                                                                                                                                                               | \$2,852.34    | US     |
| 511210 | 271174  | PSAP 9-1-1 Interfaces and Other Integrations - Solacom i3 Data Handling License                                                                                                                                                                                                               | \$3,101.26    | US     |
| 511210 | 271171  | PSAP 9-1-1 Interfaces and Other Integrations - SMS Recording Enabler for IP channels (for West VIPER, Emergitech)                                                                                                                                                                             | \$1,787.30    | US     |
| 511210 | DX902   | PSAP 9-1-1 Interfaces and Other Integrations - Motorola-Vesta SMS recording via i3 Logging Events                                                                                                                                                                                             | \$3,913.30    | US     |
| 511210 | 271173  | PSAP 9-1-1 Interfaces and Other Integrations - SMS-only IP Channel License (24 pack) for Zetron MAX Call Taking                                                                                                                                                                               | \$1,787.30    | US     |
| 511210 | 209273  | PSAP 9-1-1 Interfaces and Other Integrations - 9-1-1 SMS/TXT Capture Enabler (non-SIPREC)                                                                                                                                                                                                     | \$1,301.71    | US     |
| 511210 | 209292  | PSAP 9-1-1 Interfaces and Other Integrations - Motorola Spillman CAD Integration                                                                                                                                                                                                              | \$3,582.77    | US     |
| 511210 | 271177  | PSAP 9-1-1 Interfaces and Other Integrations - Central Square (TriTech INFORM) CAD Integration                                                                                                                                                                                                | \$3,582.77    | US     |
| 511210 | 271176  | PSAP 9-1-1 Interfaces and Other Integrations - RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098). | \$4,080.60    | US     |
| 511210 | DX903   | PSAP 9-1-1 Interfaces and Other Integrations - Eventide "CAD API" access (for use of Eventide's "CAD API" by 3rd Party CAD vendor)                                                                                                                                                            | \$4,080.60    | US     |
| 511210 | DX904   | PSAP 9-1-1 Interfaces and Other Integrations - Generic SMDR                                                                                                                                                                                                                                   | \$4,080.60    | US     |
| 511210 | DX905   | PSAP 9-1-1 Interfaces and Other Integrations - Intrado VIPER Enhanced CDR Integration                                                                                                                                                                                                         | \$4,080.60    | US     |
| 511210 | DX906   | PSAP 9-1-1 Interfaces and Other Integrations - Sungard CAD Integration                                                                                                                                                                                                                        | \$4,080.60    | US     |
| 511210 | DX907   | PSAP 9-1-1 Interfaces and Other Integrations - Central Square / Zeurcher - license for database access by Zeurcher                                                                                                                                                                            | \$4,080.60    | US     |
| 511210 | DX908   | PSAP 9-1-1 Interfaces and Other Integrations - Selective Call Recording - Custom Scripting                                                                                                                                                                                                    | \$4,488.66    | US     |

| SIN    | MFGPART | PRODESC                                                                                                                                                                                                                                                                  | NET GSA PRICE | PPOINT |
|--------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 511210 | 277179  | PSAP 9-1-1 Interfaces and Other Integrations - Broadcastify integration "per stream" license. One license is required for each source (such as a talk group or a conventional LMR channel) that will be streamed from the recorder to Broadcastify.                      | \$889.57      | US     |
| 511210 | 271162  | ATC/ATM Feature Options - IP-based ASTERIX ATC/ATM Data Recording, with Remotely Controllable Retransmission to Customer's Display Endpoint. Remote Control is via MediaWorks Plus software or Eventide NexLog API (also requires IP Channels for ASTERIX Data Capture). | \$6,524.89    | US     |
| 511210 | 271166  | ATC/ATM Feature Options - ATC Impound, Quarantine and Legal Audit Enabler for MediaWorks Plus                                                                                                                                                                            | \$2,852.34    | US     |
| 511210 | 271168  | ATC/ATM Feature Options - ATC Quarantine Storage License (1 required per Quarantine storage location)                                                                                                                                                                    | \$812.04      | US     |
| 511210 | 271167  | ATC/ATM Feature Options - Pack and Go Feature - For Export of Incident along with Packaged Windows-installable Player                                                                                                                                                    | \$440.71      | US     |
| 33411  | 324774  | Peripheral Items - TeraStation Rackmount NAS: 4 x 4TB RAID5 (12TB Storage)                                                                                                                                                                                               | \$11,099.24   | US     |
| 33411  | 108273  | Peripheral Items - Windows PC with 19" LCD, KB, Mouse and Blu-ray Drive (no media)                                                                                                                                                                                       | \$3,223.68    | US     |
| 33411  | 108274  | Peripheral Items - Windows PC with 19" LCD, KB, Mouse and RDX Bay (no media)                                                                                                                                                                                             | \$3,582.77    | US     |
| 33411  | 324714  | Peripheral Items - 42U SmartRack Premium Enclosure with plexiglass front door                                                                                                                                                                                            | \$3,750.08    | US     |
| 33411  | 324713  | Peripheral Items - Spectracom NetClock with GPS Antenna                                                                                                                                                                                                                  | \$9,532.29    | US     |
| 811212 | DXANA8  | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 8-Channel Analog PCIe (PCI Express) Card for DX-Series recorders, with 8 Ch. Licenses                                                          | \$2,407.56    | US     |
| 811212 | DXANA16 | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 16-Channel Analog PCIe (PCI Express) Card for DX-Series recorders, with 16 Ch. Licenses                                                        | \$3,590.93    | US     |
| 811212 | DXANA24 | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 24-Channel Analog PCIe (PCI Express) Card for DX-Series recorders, with 24 Ch. Licenses                                                        | \$5,386.40    | US     |
| 811212 | DXPBX8  | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 8-Channel Digital PBX Station PCIe (PCI Express) Card for DX-Series recorders, with 8 Ch. Lic.                                                 | \$3,876.57    | US     |
| 811212 | DXPBX16 | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 16-Channel Digital PBX Station PCIe (PCI Express) Card for DX-Series recorders, with 16 Ch. Lic.                                               | \$6,202.52    | US     |



| SIN    | MFGPART     | PRODESC                                                                                                                                                                                                                    | NET GSA PRICE | PPOINT |
|--------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 811212 | DXPBX24     | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 24-Channel Digital PBX Station PCIe (PCI Express) Card for DX-Series recorders, with 24 Ch. Lic. | \$8,487.66    | US     |
| 811212 | DXT1TAP24   | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 24-Channel T1/PRI Passive Tap PCIe (PCI Express) Card for DX-Series recorders, with 24 Ch. Lic.  | \$7,516.47    | US     |
| 811212 | DXT1TAP48   | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 48-Channel T1/PRI Passive Tap PCIe (PCI Express) Card for DX-Series recorders, with 48 Ch. Lic.  | \$10,576.93   | US     |
| 811212 | DXE1TAP30   | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 30-Channel E1 Passive Tap PCIe (PCI Express) Card for DX-Series recorders, with 30 Ch. Lic.      | \$7,516.47    | US     |
| 811212 | DXE1TAP60   | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 60-Channel E1 Passive Tap PCIe (PCI Express) Card for DX-Series recorders, with 60 Ch. Lic.      | \$10,576.93   | US     |
| 811212 | DXT1TERM24  | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 24-Ch. T1 Terminating PCIe (PCI Express) Card for DX-Series recorders, with 24 Ch. Lic.          | \$7,516.47    | US     |
| 811212 | DXT1TERM248 | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 48-Ch. T1 Terminating PCIe (PCI Express) Card for DX-Series recorders, with 48 Ch. Lic.          | \$10,576.93   | US     |
| 811212 | DXE1TERM30  | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 30-Ch. E1 Terminating PCIe (PCI Express) Card for DX-Series recorders, with 30 Ch. Lic.          | \$7,516.47    | US     |
| 811212 | DXE1TERM60  | Spare Telephony Cards for NexLog 740 DX-Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 60-Ch. E1 Terminating PCIe (PCI Express) Card for DX-Series recorders, with 60 Ch. Lic.          | \$10,576.93   | US     |
| 811212 | DX770       | Spare Parts for NexLog 740 DX-Series Recorders - Spare NexLog 740 DX-Series Motherboard with i5 CPU, Cooler and 16GB DIMM                                                                                                  | \$1,656.73    | US     |
| 811212 | DX771       | Spare Parts for NexLog 740 DX-Series Recorders - Spare NexLog 740 DX-Series Power Supply Module, 120/240 VAC                                                                                                               | \$440.71      | US     |
| 811212 | DX772       | Spare Parts for NexLog 740 DX-Series Recorders - Spare NexLog 740 DX-Series Power Supply Assembly with 2 Modules, 120/240 VAC                                                                                              | \$1028.31     | US     |

| SIN    | MFGPART | PRODESC                                                                                                                                       | NET GSA PRICE | PPOINT |
|--------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 811212 | DX773   | Spare Parts for NexLog 740 DX-Series Recorders - Spare 16GB DIMM Memory for NexLog 740 DX-Series                                              | \$104.46      | US     |
| 811212 | DX774   | Spare Parts for NexLog 740 DX-Series Recorders - Spare i5 CPU for NexLog 740 DX-Series                                                        | \$497.83      | US     |
| 811212 | DX775   | Spare Parts for NexLog 740 DX-Series Recorders - Spare CPU Fan for NexLog 740 DX-Series                                                       | \$16.32       | US     |
| 811212 | DX776   | Spare Parts for NexLog 740 DX-Series Recorders - Spare Chassis Fan for NexLog 740 DX-Series                                                   | \$35.91       | US     |
| 811212 | 427339  | Spare Parts for NexLog 740 DX-Series Recorders - Spare 1TB HDD for NexLog DX-Series RAID Array                                                | \$878.15      | US     |
| 811212 | 427338  | Spare Parts for NexLog 740 DX-Series Recorders - Spare 2TB HDD for NexLog DX-Series RAID Array                                                | \$1,175.21    | US     |
| 811212 | 427337  | Spare Parts for NexLog 740 DX-Series Recorders - Spare 4TB HDD for NexLog DX-Series RAID Array                                                | \$1,359.66    | US     |
| 811212 | DX910   | Spare Parts for NexLog 740 DX-Series Recorders - Spare 6TB HDD for NexLog DX-Series RAID Array                                                | \$1,509.82    | US     |
| 811212 | 324758  | Spare Parts for NexLog 740 DX-Series Recorders - Spare Cache Vault + Cache Protection Module (ONLY) for MegaRaid PCIe (PCI Express) Card      | \$652.90      | US     |
| 811212 | 324888  | Spare Parts for NexLog 740 DX-Series Recorders - Spare Cache Protection Module (ONLY) for MegaRaid PCIe (PCI Express RAID Card w/ Cache Vault | \$318.29      | US     |
| 811212 | 427340  | Spare Parts for NexLog 740 DX-Series Recorders - Spare RDX Bay (no Media Cartridge)                                                           | \$457.03      | US     |
| 811212 | 427342  | Spare Parts for NexLog 740 DX-Series Recorders - Spare 2TB RDX Media Cartridge (for use in RDX Archive Drive)                                 | \$816.12      | US     |
| 811212 | DX752   | Spare Parts for NexLog 740 DX-Series Recorders - IRIG B(1) Time Synchronization Universal PCI Card (for NexLog 740 DX-Series recorder only!)  | \$2,685.04    | US     |
| 811212 | DX755   | Spare Parts for NexLog 740 DX-Series Recorders - Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only!) | \$1,175.21    | US     |
| 811212 | DX870   | Spare Parts for NexLog 840 DX-Series Recorders - Spare NexLog 840 DX-Series Single Board Computer with i5 CPU, 16GB RAM and CPU Fan           | \$2,378.18    | US     |
| 811212 | DX871   | Spare Parts for NexLog 840 DX-Series Recorders - Spare NexLog 840 DX-Series Power Supply Module, 120/240 VAC                                  | \$571.28      | US     |
| 811212 | DX872   | Spare Parts for NexLog 840 DX-Series Recorders - Spare NexLog 840 DX-Series Power Supply Assembly with 2 Modules, 120/240 VAC                 | \$1,289.47    | US     |
| 811212 | DX873   | Spare Parts for NexLog 840 DX-Series Recorders - Spare 16GB DIMM Memory for NexLog 840 DX Series                                              | \$114.26      | US     |
| 811212 | DX874   | Spare Parts for NexLog 840 DX-Series Recorders - Spare i5 CPU for NexLog 840 DX-Series                                                        | \$646.37      | US     |

| SIN    | MFGPART       | PRODESC                                                                                                                                | NET GSA PRICE | PPOINT |
|--------|---------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 811212 | DX875         | Spare Parts for NexLog 840 DX-Series Recorders - Spare CPU Fan for NexLog 840 DX-Series                                                | \$177.10      | US     |
| 811212 | 324635        | Spare Parts for NexLog 840 DX-Series Recorders - Spare Chassis Fan for NexLog 840 DX-Series                                            | \$44.89       | US     |
| 811212 | 108275        | Spare Parts for NexLog 840 DX-Series Recorders - Spare 4-port MegaRaid PCIe (PCI Express) Card + Cache Vault + Cache Protection Module | \$2,187.20    | US     |
| 811212 | 324759        | Spare Parts for NexLog 840 DX-Series Recorders - Spare 4-port MegaRaid PCIe (PCI Express) Hardware RAID Controller (no Cache Vault)    | \$1,681.21    | US     |
| 811212 | 427315        | Spare Parts for NexLog 840 DX-Series Recorders - Spare Blu-ray Drive (no Media)                                                        | \$221.98      | US     |
| 811212 | 427341        | Spare Parts for NexLog 840 DX-Series Recorders - Spare 500GB RDX Media Cartridge (for use in RDX Archive Drive)                        | \$408.06      | US     |
| 811212 | 427343        | Spare Parts for NexLog 840 DX-Series Recorders - Spare 1TB RDX Media Cartridge (for use in RDX Archive Drive)                          | \$652.90      | US     |
| 811212 | DX-SGW-PSU    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Power Supply for DX-Series Smart Edge Capture Device             | \$318.29      | US     |
| 811212 | DX-SGW-SSD    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare 128GB SSD for DX-Series Smart Edge Capture Device                | \$212.19      | US     |
| 811212 | DX-SGW-Fan    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Chassis Fan for DX-Series Smart Edge Capture Device              | \$89.77       | US     |
| 811212 | DX-SGW-Mobo   | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Motherboard for DX-Series Smart Edge Capture Device              | \$844.69      | US     |
| 811212 | DX-SGW-CPU    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare CPU for DX-Series Smart Edge Capture Device                      | \$493.75      | US     |
| 811212 | DX-SGW-HS     | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare CPU Heatsink for DX-Series Smart Edge Capture Device             | \$80.80       | US     |
| 811212 | DX-SGW-DIMM   | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare DRAM for DX-Series Smart Edge Capture Device                     | \$64.47       | US     |
| 811212 | DX-SGW-MDRIVE | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Multi-Drive for DX-Series Smart Edge Capture Device              | \$122.42      | US     |
| 811212 | DX-SGW-RISER  | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Riser card for DX-Series Smart Edge Capture Device               | \$73.45       | US     |
| 511210 | 271148        | Popular Options and Service - Eventide Encryption-At-Rest option                                                                       | \$812.04      | US     |
| 811212 | DX-SGW-SSD    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare 128GB SSD for DX-Series Smart Edge Capture Device                | \$212.19      | US     |
| 811212 | DX-SGW-Fan    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Chassis Fan for DX-Series Smart Edge Capture Device              | \$89.77       | US     |



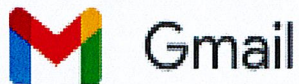
| SIN    | MFGPART       | PRODESC                                                                                                                    | NET GSA PRICE | PPOINT |
|--------|---------------|----------------------------------------------------------------------------------------------------------------------------|---------------|--------|
| 811212 | DX-SGW-Mobo   | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Motherboard for DX-Series Smart Edge Capture Device  | \$844.69      | US     |
| 811212 | DX-SGW-CPU    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare CPU for DX-Series Smart Edge Capture Device          | \$493.75      | US     |
| 811212 | DX-SGW-HS     | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare CPU Heatsink for DX-Series Smart Edge Capture Device | \$80.80       | US     |
| 811212 | DX-SGW-DIMM   | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare DRAM for DX-Series Smart Edge Capture Device         | \$64.47       | US     |
| 811212 | DX-SGW-MDRIVE | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Multi-Drive for DX-Series Smart Edge Capture Device  | \$122.42      | US     |
| 811212 | DX-SGW-RISER  | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Riser card for DX-Series Smart Edge Capture Device   | \$73.45       | US     |
| 511210 | 271148        | Popular Options and Service - Eventide Encryption-At-Rest option                                                           | \$812.04      | US     |
| 811212 | DX-SGW-SSD    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare 128GB SSD for DX-Series Smart Edge Capture Device    | \$212.19      | US     |
| 811212 | DX-SGW-Fan    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Chassis Fan for DX-Series Smart Edge Capture Device  | \$89.77       | US     |
| 811212 | DX-SGW-Mobo   | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Motherboard for DX-Series Smart Edge Capture Device  | \$844.69      | US     |
| 811212 | DX-SGW-CPU    | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare CPU for DX-Series Smart Edge Capture Device          | \$493.75      | US     |
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| 811212 | DX-SGW-MDRIVE | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Multi-Drive for DX-Series Smart Edge Capture Device  | \$122.42      | US     |
| 811212 | DX-SGW-RISER  | Spare Parts for Eventide DX-Series Smart Edge Capture Devices - Spare Riser card for DX-Series Smart Edge Capture Device   | \$73.45       | US     |
| 511210 | 271148        | Popular Options and Service - Eventide Encryption-At-Rest option                                                           | \$812.04      | US     |
| 511210 | 271148        | Popular Options and Service - Eventide Encryption-At-Rest option                                                           | \$812.04      | US     |
| 511210 | 272078        | Multi-Media Content Upload Tools                                                                                           | 4080.60       | US     |
| 511210 | 271178        | Integration to Tyler Technologies New World CAD                                                                            | 4080.60       | US     |
| 511210 | DX909         | Integration to InterTalk Dispatch                                                                                          | \$3,260.40    | US     |
| 511210 | DX918         | RapidDeploy CAD and Location Integration (Also requires Geo Search/View P/N: 271098)                                       | 4080.60       | US     |

| SIN    | MFGPART | PRODDISC                                                                                                                                                   | NET GSA PRICE | PPOINT |
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|        |         |                                                                                                                                                            |               |        |
| 511210 | DX911   | Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)                                                                                        | 8157.13       | US     |
| 511210 | DX912   | Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata and SMS)                                                                                       | 8157.13       | US     |
| 511210 | DX913   | Comtech (Solacom Guardian) NG911 Call Recording Bundle (Voice, Metadata and SMS)                                                                           | 6524.89       | US     |
| 511210 | DX914   | Motorola CallWorks NG911 Call Recording Bundle (Voice, Metadata and SMS)                                                                                   | 6524.89       | US     |
| 511210 | DX915   | Zetron MAX Call Taking NG911 Call Recording Bundle (Voice, Metadata and SMS)                                                                               | 6524.89       | US     |
|        |         |                                                                                                                                                            |               |        |
| 33411  | DX705-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap RAID1=2TB storage                  | \$2,407.56    | US     |
| 33411  | DX706-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x4TB HotSwap RAID1=4TB storage               | \$ 4,235.67   | US     |
| 33411  | DX707-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap RAID1=6TB storage               | \$ 4,562.12   | US     |
| 33411  | DX708-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x2TB HotSwap RAID1 +HotSpare 2TB=2TB storage | \$ 3,586.85   | US     |
| 33411  | DX709-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x4TB HotSwap RAID1 +HotSpare 4TB=4TB storage | \$ 5,019.14   | US     |
| 33411  | DX710-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap RAID1 +HotSpare 6TB=6TB storage | \$ 5,345.59   | US     |
| 33411  | DX711-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 4x2TB HotSwap RAID5=6TB storage               | \$ 4,725.34   | US     |
| 33411  | DX712-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 4x4TB HotSwap RAID5=12TB storage              | \$ 5,867.91   | US     |
| 33411  | DX713-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 4x6TB HotSwap RAID5=18TB storage              | \$ 6,194.36   | US     |
| 33411  | DX714-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 3x2TB HotSwap RAID5 +HotSpare 2TB=4TB storage | \$ 4,725.34   | US     |
| 33411  | DX715-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 3x4TB HotSwap RAID5 +HotSpare 4TB=8TB storage | \$ 5,867.91   | US     |
| 33411  | DX716-1 | NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series                                                                     | \$ 6,194.36   | US     |

| SIN   | MFGPART | PRODESC                                                                                                                                                             | NET GSA PRICE | PPOINT |
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|       |         | (at time of order) to 3x6TB HotSwap RAID5<br>+HotSpare 6TB=12TB storage                                                                                             |               |        |
| 33411 | DX717-1 | NexLog 740 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 740 DX-Series<br>(at time of order) to 4x1TB HotSwap<br>RAID10=2TB storage              | \$ 3,166.55   | US     |
| 33411 | DX718-1 | NexLog 740 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 740 DX-Series<br>(at time of order) to 4x2TB HotSwap<br>RAID10=4TB storage              | \$ 4,725.34   | US     |
| 33411 | DX719-1 | NexLog 740 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 740 DX-Series<br>(at time of order) to 4x4TB HotSwap RAID10 =<br>8TB storage            | \$ 5,867.91   | US     |
| 33411 | DX720-1 | NexLog 740 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 740 DX-Series<br>(at time of order) to 4x6TB HotSwap<br>RAID10=12TB storage             | \$ 6,684.03   | US     |
| 33411 | DX805-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 2x2TB HotSwap<br>RAID1=2TB storage               | \$ 2,407.56   | US     |
| 33411 | DX806-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 2x4TB HotSwap<br>RAID1=4TB storage               | \$ 4,235.67   | US     |
| 33411 | DX807-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 2x6TB HotSwap<br>RAID1=6TB storage               | \$ 4,562.12   | US     |
| 33411 | DX808-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 2x2TB HotSwap RAID1<br>+HotSpare 2TB=2TB storage | \$ 3,586.85   | US     |
| 33411 | DX809-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 2x4TB HotSwap RAID1<br>+HotSpare 4TB=4TB storage | \$ 5,019.14   | US     |
| 33411 | DX810-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 2x6TB HotSwap RAID1<br>+HotSpare 6TB=6TB storage | \$ 5,345.59   | US     |
| 33411 | DX811-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 4x2TB HotSwap<br>RAID5=6TB storage               | \$ 4,725.34   | US     |
| 33411 | DX812-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 4x4TB HotSwap<br>RAID5=12TB storage              | \$ 5,867.91   | US     |
| 33411 | DX813-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 4x6TB HotSwap<br>RAID5=18TB storage              | \$ 6,194.36   | US     |
| 33411 | DX814-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 3x2TB HotSwap RAID5<br>+HotSpare 2TB=4TB storage | \$ 4,725.34   | US     |
| 33411 | DX815-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 3x4TB HotSwap RAID5<br>+HotSpare 4TB=8TB storage | \$ 5,867.91   | US     |
| 33411 | DX816-1 | NexLog 840 DX-Series Storage Array Choices<br>(Select One) - Upgrade NexLog 840 DX-Series<br>(at time of order) to 3x6TB HotSwap RAID5                              | \$ 6,194.36   | US     |



| SIN   | MFGPART | PRODESC                                                                                                                                         | NET GSA PRICE | PPOINT |
|-------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|
|       |         | +HotSpare 6TB=12TB storage                                                                                                                      |               |        |
| 33411 | DX817-1 | NexLog 840 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 4x1TB HotSwap RAID10=2TB storage   | \$ 3,166.55   | US     |
| 33411 | DX818-1 | NexLog 840 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 4x2TB HotSwap RAID10=4TB storage   | \$ 4,725.34   | US     |
| 33411 | DX819-1 | NexLog 840 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 4x4TB HotSwap RAID10 = 8TB storage | \$ 5,867.91   | US     |
| 33411 | DX820-1 | NexLog 840 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 840 DX-Series (at time of order) to 4x6TB HotSwap RAID10=12TB storage  | \$ 6,684.03   | US     |
| 33411 | DX925   | SIPREC Enabler for recording enterprise SBC SIPEC and NG911 SIPREC; Requires VoIP Channels                                                      | \$ 4,080.60   | US     |
| 33411 | DX923   | RapidSOS RAD(RapidSOS Additional Data) Requires RapidSOS (p/n 271176)                                                                           | \$ 2,448.36   | US     |
| 33411 | DX922   | Bell Canada AQS+P Data Integration                                                                                                              | \$ 4,080.60   | US     |
| 33411 | DX927   | Avaya Aura DMCC Recording Interface                                                                                                             | \$ 6,120.91   | US     |
| 33411 | 324968  | Spare 8-port MegaRaid 9560-8i PCIe (PCI Express) Controller Card Only (Spare cache vault sold seperately)                                       | \$ 2,856.42   | US     |
| 33411 | 324969  | Spare Cache Vault for MegaRaid 9560-8i PCIe (PCI Express)                                                                                       | \$ 326.45     | US     |



Brittney Jarboe &lt;bjarboe@townofhillsborobeach.com&gt;

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**Eventide DX Quote**

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**Fran White** <fwhite@qrsworld.com>

Wed, Apr 5, 2023 at 10:58 AM

To: Brittney Jarboe &lt;bjarboe@townofhillsborobeach.com&gt;

Hi Brittney,

I am so sorry, I must have sent you a GSA pricing from 2020.

I reattached the most recent pricing I have 4.08.2022 (I need to go through and delete my old ones).  
My GSA quotes are formulated to have the most current GSA pricing. 🙄

Maintenance year's 2-5 is 1,851.00.

Standard Annual Service Contract: covers parts,  
software updates, Mon-Fri 8am-5pm remote and  
onsite support, access to help desk, and 24/7  
monitoring.

Let me know if you have any other questions!

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**GSA Contract pricing 4-8-2022.pdf**

380K







1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

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### Agenda Item Cover Memo

**Agenda Item:** ILA for Solid Waste Disposal and Recycling

**Submitting Dept:** Town Manager

**Agenda Date:** April 25, 2023

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#### 1. BACKGROUND / HISTORY

The County along with the municipalities have been jointly working to develop a framework to handle the disposition of solid waste and the processing of recycled materials, with the ultimate goal of zero waste terminating in landfills. This Solid Waste Task Force has been working toward this goal for multiple years, and with the help of consultants has identified the waste and recycling stream quantities, evaluated the different governing possibilities, and developed a path forward to an functional organization.

The Task Force voted to create a Solid Waste Authority, which will have its own separate and legal authority to establish, operate and maintain the waste and recycling system. The Authority will establish its own tipping fees, special assessments, and other revenue sources to ensure the sustainability of the Authority.

The Authority will be governed by a Governing Board, an Executive Committee, Technical Advisory Committee (TAC) and an Executive Director. The Governing Board will consist of one official from each participating city. The Executive Committee will consist of 11 members, where two of the members will represent the smallest 1/3 of the cities, and each city may appoint someone to the Technical Advisory Committee.

#### 2. CURRENT ACTIVITY

To participate in the County-wide Solid Waste Authority, the Town must adopt the attached Interlocal Agreement, and agree to the estimated annual special assessment of approximately \$2,700. It is also understood that to participate, the Town would send all of its solid waste and recycling to the Authority. This would likely have to be negotiated with our solid waste hauler, Waste Pro, as the Town would now dictate where the material is to be disposed.

#### 3. FINANCIAL IMPACT

This agreement will be funded from the general fund at an annual cost estimated at \$2,700.

#### 4. RECOMMENDATION

Approval of the Interlocal Agreement is recommended.

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**ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

\_\_\_\_\_  
Irene Kirdahy, Mayor

ATTEST:

\_\_\_\_\_  
Sherry D. Henderson, CMC  
Town Clerk

**RECORD OF TOWN COMMISSION VOTE:  
RESOLUTION NO. 2023-23**

|                                       |       |
|---------------------------------------|-------|
| <b>MAYOR IRENE KIRDAHY</b>            | _____ |
| <b>VICE MAYOR BARBARA BALDASARRE</b>  | _____ |
| <b>COMMISSIONER JANE REISER</b>       | _____ |
| <b>COMMISSIONER VINNIE ANDREANO</b>   | _____ |
| <b>COMMISSIONER DAVID A. RAVANESI</b> | _____ |



## SOLID WASTE INTERLOCAL AGREEMENT (“ILA”) – KEY POINTS

- **Mission:** “To develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.”
- **Participation and Approval:** To become effective, the ILA must be approved and executed by the County and municipalities representing at least 75% of the total population of Broward County. The Effective Date is the date when this is first accomplished. Municipalities that do not initially join the Authority may do so at a later date, subject to any additional terms and conditions established by the Authority, including payment of all amounts as may be required at that time.
- **Term:** 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum percentage of the Broward solid waste tonnage as determined by Governing Board (which will be no less than 50%).
- **Governance:**
  - **Governing Board:** One elected official from the County and one from each participating municipality.
  - **Executive Committee:** Eleven members - 5 from the largest 1/3<sup>rd</sup> of the municipalities, 3 from the medium 1/3<sup>rd</sup> of the municipalities, 2 from smallest 1/3<sup>rd</sup> of the municipalities, and 1 from the County. Two year terms. One alternate for each municipal group.
  - **Executive Director:** Serves as CEO and is responsible for day-to-day operations. Appointed and removed by majority vote of Executive Committee. Will be an employee of the Authority and cannot, while serving as Executive Director, be employed by any party, be an elected official of any party, or have a contract to consult for or lobby on behalf of any party.
  - **Technical Advisory Committee (“TAC”):** Role is to provide technical advice, guidance and recommendations to Executive Director, Executive Committee and Governing Board. County and each participating municipality may appoint one representative (and an alternate) to TAC. TAC members must have professional knowledge or experience in solid waste industry, environmental sciences, sustainability or related profession, and must be from that party’s solid waste, environmental management, public works, utilities or similar department.
  - **Decisions:** Certain decisions are made by the Executive Director, some by the Executive Committee, and some by the Governing Board. Most decisions of the Governing Board are by majority vote, but some major decisions require a supermajority vote of 2/3<sup>rd</sup> of the Governing Board members representing at least 2/3<sup>rd</sup> of the Broward Tonnage plus the County. The ILA describes each type of decision and how such decision is made. Governing Board can also overturn any decision of the Executive Committee (except decisions related to the appointment/removal of the Executive Director) by supermajority 2/3<sup>rd</sup> vote plus County.
- **Master Plan/Facilities Amendment:**
  - **Master Plan/Facilities Amendment:** The Governing Board shall adopt a Master Plan and a proposed Facilities Amendment to the ILA, which will collectively describe the Authority’s operations in detail, provide the comprehensive planning framework and strategic direction to manage system waste, set forth the facilities that will be operated as part of the system, and describe the funding/financing mechanisms for the Authority.

- **Adoption requirements and deadline:** The Master Plan and Facilities Amendment must be approved within 18 months after the Effective Date of the ILA (which deadline can be extended 6 months by the Executive Committee and another 12 months by the Governing Board). The Master Plan must be approved by the County's representative to the Governing Board and at least 2/3<sup>rd</sup> of the municipal representatives. The Facilities Amendment must be approved by the elected bodies of municipalities representing at least 80% of the total population of the participating municipalities and the County Commission. Unless both the Master Plan and the Facilities Amendment are approved by the deadline (as it may be extended), the ILA will automatically terminate.
- **Opt Out:** A municipal party may withdraw from the ILA within 120 days after receiving the proposed Master Plan and Facilities Amendment.
- **Funding:**
  - **Start-Up Funding:** Until the Authority is able to fund its budget through special assessments or other methods, each party must financially contribute towards the costs of operations. Such expenses are capped at \$2,000,000 per year, calculated on a fiscal year basis. The portion of the start-up funding that will be used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the municipal parties on a pro rata basis based upon population. The remaining start-up expenses will be paid by all parties on a pro rata basis based upon population (with the County's population based upon the unincorporated areas only).
  - **Permanent Funding:** It is anticipated that subsequent to the adoption of the Master Plan and Facilities Amendment, the Authority will be funded through special assessments or other methods.
- **Commitment of Solid Waste to Authority:** The parties all commit to send all of their System Waste to the Authority, through regulatory flow control (through the adoption of ordinances) and contractual flow control (through inclusion of such provisions in new hauler contracts), all subject to existing contracts.
- **Other Provisions:** The ILA contains numerous other provisions addressing various topics, including but not limited to: reservation of powers; impact of dissolution or merger of municipality; waste segregation programs; cooperation; meeting procedures and requirements; ethics compliance; distribution of Authority assets; reserve obligations; specific powers of Executive Director, Governing Board and Executive Committee; debt obligations; special assessment and bonding power; budget; audits; reporting requirements; title to waste; relationship of parties; indemnification and defense of claims; default; amendments; dispute resolution; rights of first refusal to purchase Authority assets; assignments; notices; representations and warranties; intellectual property, and sovereign immunity.

**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS  
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

**ARTICLE 1. RECITALS AND FINDINGS OF FACT**

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.



1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

## ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

### ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 189.4041, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);



3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

3.3.5.7. Section 11.1 (Commitment of System Waste); or

3.3.5.8. Section 11.2 (Regulatory Flow Control).

#### **ARTICLE 4. DURATION**

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

#### **ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS**

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

## **ARTICLE 6. GOVERNANCE**

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

### **6.2. Governing Board.**

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using



the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

#### 6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee ("TAC") is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party's solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

## **ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN**

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:



7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County’s obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party’s (or Parties’) representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

## **ARTICLE 8. POWERS OF THE AUTHORITY**

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.



8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. The Authority counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

## **ARTICLE 9. REVENUE, BORROWING, AND BUDGET**

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating,

maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

## **ARTICLE 10. AUDITING**

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

## **ARTICLE 11. COMMITMENT OF SYSTEM WASTE**

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the

Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other



System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

## **ARTICLE 12. DEBT OBLIGATIONS**

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

### **ARTICLE 13. RELATIONSHIPS OF THE PARTIES**

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

### **ARTICLE 14. INDEMNIFICATION**

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing,

processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq.,

RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

## **ARTICLE 15. DEFAULT**

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver



is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

## **ARTICLE 16. AMENDMENTS TO THIS AGREEMENT**

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90)

days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

#### **ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER**

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or

equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

## ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental

entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

## **ARTICLE 19. MISCELLANEOUS**

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.



19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend 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 any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**JOINDER BY AUTHORITY**

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



A TRANSPORTATION AMERICA COMPANY

Invoice Date: 28/2/2023  
Date Invoice Submitted: 03/07/2023  
Invoice #: 23-0228-26  
Account: 32-TOWNH

TO: TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Attn: Mac Serda

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INVOICE

Transportation Services Provided

For the month of

Feb-2023

---

SHUTTLE BUS

3 days a week 9:00am to 5:50pm

82.30

Service Hrs @ \$53.00/Hr.

\$ 4,361.90

Mon - Wed - Fri

12

Svc Days @ 8.83 Svc Hrs/Day = 105.96 Svc Hrs.

Downtime: 23.66 Hrs

---

**Total Amount due this Invoice**

**\$ 4,361.90**

---

For Billing Inquiries Please Call Ernaliz Lopez or Suyin Fernandez @ 954-463-0845 Ext 2126 or 2127.

**Remittance Instructions:**

Limousines of South Florida, Inc.

2766 Nw 62nd st

Miami, FL 33147

*Thank you for the Opportunity to Service your Transportation Needs*

**Service Disruption Log**  
**For the Month of February, 2023**

| HILLSBORO BEACH Trolley Routes |                                                                                                                                                                                                            |       |           |          |             |            |                                              |                                                       |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|----------|-------------|------------|----------------------------------------------|-------------------------------------------------------|
| No.                            | TYPE OF SERVICE DISRUPTION<br>Collision Accident CA; Roadcall RC;<br>Passenger Injury PI; Driver not Available DNA;<br>Vehicle Not Available VNA; Other Incident OI<br><br>Details of Service Interruption | BUS # | DAY       | DATE     | TIME<br>OUT | TIME<br>IN | TOTAL<br>TIME<br>LOST<br><br>(in<br>minutes) | TOTAL<br>TIME<br>LOST<br><br>(in<br>decimal<br>hours) |
| 1                              | Missed, No Operator / REPLACED N/A                                                                                                                                                                         | N/A   | Wednesday | 02/01/23 | 9:00 AM     | 5:50 PM    | 8:50                                         | 8.83                                                  |
| 2                              | Missed, No Bus Available - Mechanical Beyond Our Control / REPLACED 2017                                                                                                                                   | 2017  | Friday    | 02/10/23 | 9:00 AM     | 12:00 PM   | 3:00                                         | 3.00                                                  |
| 3                              | Missed, No Operator / REPLACED 2017                                                                                                                                                                        | 2017  | Wednesday | 02/15/23 | 9:00 AM     | 5:50 PM    | 8:50                                         | 8.83                                                  |
| 4                              | Missed, No Operator / REPLACED 2017                                                                                                                                                                        | 2017  | Friday    | 02/17/23 | 9:00 AM     | 12:00 PM   | 3:00                                         | 3.00                                                  |
| Total Time Lost                |                                                                                                                                                                                                            |       |           |          |             |            | 23:40                                        | 23.66                                                 |





A TRANSPORTATION AMERICA COMPANY

Invoice Date: 31/3/2023  
Date Invoice Submitted: 04/06/2023  
Invoice #: 23-0331-26  
Account: 32-TOWNH

TO: TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Mac Serda

---

INVOICE

Transportation Services Provided

For the month of

Mar-2023

---

SHUTTLE BUS

3 days a week 9:00am to 5:50pm

121.62

Service Hrs @ \$53.00/Hr.

\$ 6,445.86

Mon - Wed - Fri

14

Svc Days

Downtime: 2.00 Hrs

---

**Total Amount due this Invoice**

**\$ 6,445.86**

---

For Billing Inquiries Please Call Ernaliz Lopez or Suyin Fernandez @ 954-463-0845 Ext 2126 or 2127.

**Remittance Instructions:**

Limousines of South Florida, Inc.

2766 Nw 62nd st

Miami, FL 33147

*Thank you for the Opportunity to Service your Transportation Needs*

**Service Disruption Log**  
**For the Month of March, 2023**

| HILLSBORO BEACH Trolley Routes |                                                                                                                                                                                                            |       |           |          |             |            |                                              |                                                       |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|----------|-------------|------------|----------------------------------------------|-------------------------------------------------------|
| No.                            | TYPE OF SERVICE DISRUPTION<br>Collision Accident CA; Roadcall RC;<br>Passenger Injury PI; Driver not Available DNA;<br>Vehicle Not Available VNA; Other Incident OI<br><br>Details of Service Interruption | BUS # | DAY       | DATE     | TIME<br>OUT | TIME<br>IN | TOTAL<br>TIME<br>LOST<br><br>(in<br>minutes) | TOTAL<br>TIME<br>LOST<br><br>(in<br>decimal<br>hours) |
| 1                              | Stuck Off Roadway / REPLACED 2017                                                                                                                                                                          | 2017  | Wednesday | 03/01/23 | 9:00 AM     | 10:00 AM   | 1:00                                         | 1.00                                                  |
| 2                              | Police Activity - Police Activity / REPLACED 2017                                                                                                                                                          | 2017  | Wednesday | 03/29/23 | 9:00 AM     | 10:00 AM   | 1:00                                         | 1.00                                                  |
| Total Time Los                 |                                                                                                                                                                                                            |       |           |          |             |            | 2:00                                         | 2.00                                                  |

## Invoice Summary

| Invoice No | Supplier                                       | Invoice Date | Property                                          | Invoice Amount |
|------------|------------------------------------------------|--------------|---------------------------------------------------|----------------|
| 90467 EFT  | INFRAMARK, LLC - EFT (TOWN OF HILLSBORO BEACH) | 02/28/2023   | Town of Hillsboro Beach (Town of Hillsboro Beach) | 8,455.84       |
| 91866 EFT  | INFRAMARK, LLC - EFT (TOWN OF HILLSBORO BEACH) | 03/23/2023   | Town of Hillsboro Beach (Town of Hillsboro Beach) | 8,496.17       |
| Total:     |                                                |              |                                                   | 16,952.01      |



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

# INVOICE

**INVOICE#**

#90467

**DATE**

2/28/2023

**CUSTOMER ID**

C1312

**NET TERMS**

Net 30

**PO#****DUE DATE**

3/30/2023

**BILL TO**

Town of Hillsboro Beach  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062  
United States

Services provided for the Month of: February 2023

| DESCRIPTION                                         | QTY | UOM | RATE     | MARKUPP | AMOUNT          |
|-----------------------------------------------------|-----|-----|----------|---------|-----------------|
| Accounting Services for the Month of: February 2023 |     |     |          |         |                 |
| Financial Accounting Service 001-532004-51308-5000  | 1   | Ea  | 8,368.17 |         | 8,368.17        |
| Postage 001-541010-51307-5000                       | 1   | Ea  | 76.57    |         | 76.57           |
| Storage 001-544025-51307-5000                       | 1   | Ea  | 11.10    |         | 11.10           |
| <b>Subtotal</b>                                     |     |     |          |         | <b>8,455.84</b> |

**Subtotal**

\$8,455.84

**Tax**

\$0.00

**Total Due**

\$8,455.84

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

*To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.*

*To pay via ACH or Wire, please refer to our banking information below:*

*Account Name: INFRAMARK, LLC*

*ACH - Bank Routing Number: 111000614 / Account Number: 912593196*

*Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice Number on your form of payment.*



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

# INVOICE

**INVOICE#**

#91866

**DATE**

3/23/2023

**CUSTOMER ID**

C1312

**NET TERMS**

Net 30

**PO#****DUE DATE**

4/22/2023

**BILL TO**

Town of Hillsboro Beach  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062  
United States

Services provided for the Month of: March 2023

| DESCRIPTION                                        | QTY | UOM | RATE     | MARKUPP | AMOUNT          |
|----------------------------------------------------|-----|-----|----------|---------|-----------------|
| Accounting Services for the Month of: March 2023   |     |     |          |         |                 |
| Financial Accounting Service 001-532004-51308-5000 | 1   | Ea  | 8,368.17 |         | 8,368.17        |
| Postage 001-541010-51307-5000                      | 1   | Ea  | 116.90   |         | 116.90          |
| Storage 001-544025-51307-5000                      | 1   | Ea  | 11.10    |         | 11.10           |
| <b>Subtotal</b>                                    |     |     |          |         | <b>8,496.17</b> |

**Subtotal**

\$8,496.17

**Tax**

\$0.00

**Total Due**

\$8,496.17

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

*To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.*

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*Please include the Customer ID and the Invoice Number on your form of payment.*





**Calvin, Giordano & Associates, Inc.**  
**EXCEPTIONAL SOLUTIONS™**  
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 • Fax: 954.921.8807

TOWN OF HILLSBORO BEACH  
1210 HILLSBORO MILE  
HILLSBORO BEACH, FL 33062

Invoice number 114752  
Date 03/31/2023

Project **179902 HILLSBORO BEACH BUILDING  
CODE**

Billing period through March 31, 2023

CGA PM: Peter Deveaugh

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com  
terri.lusk@inframark.com  
ranathan@townofhillsborobeach.com  
Sherry D. Henderson (shenderson@townofhillsborobeach.com)  
Billing 85% of Permit Fees Collected

**Invoice Summary**

| Description                   | Contract<br>Amount | Percent<br>Complete | Total<br>Billed | Prior<br>Billed | Remaining     | Current<br>Billed |
|-------------------------------|--------------------|---------------------|-----------------|-----------------|---------------|-------------------|
| <b>BUILDING CODE SERVICES</b> | 0.00               | 0.00                | 2,305,548.42    | 2,271,462.37    | -2,305,548.42 | 34,086.05         |
| <b>FLOOD PLAIN MANAGEMENT</b> | 0.00               | 0.00                | 1,625.00        | 1,062.50        | -1,625.00     | 562.50            |
| <b>REIMBURSABLES</b>          | 0.00               | 0.00                | 0.00            | 0.00            | 0.00          | 0.00              |
| Total                         | 0.00               | 0.00                | 2,307,173.42    | 2,272,524.87    | -2,307,173.42 | 34,648.55         |

| Hillsboro Beach March 2023 Fees |                     |
|---------------------------------|---------------------|
| Total Permit Fees               | \$ 39,924.76        |
| Town Rev - 15%                  | \$ 5,988.71         |
| CGA Rev - 85%                   | \$ 33,936.05        |
| ➤ CGA Admin Fees                | \$ 150.00           |
| <b>CGA TOTAL</b>                | <b>\$ 34,086.05</b> |

| Description            | Contract Amount | Percent Complete | Total Billed | Prior Billed | Remaining     | Current Billed |
|------------------------|-----------------|------------------|--------------|--------------|---------------|----------------|
| BUILDING CODE SERVICES | 0.00            | 0.00             | 2,305,548.42 | 2,271,462.37 | -2,305,548.42 | 34,086.05      |
| Total                  | 0.00            | 0.00             | 2,305,548.42 | 2,271,462.37 | -2,305,548.42 | 34,086.05      |

#### 65-101 FLOOD PLAIN MANAGEMENT

|                                                |  |  |  | Date       | Units | Rate   | Billed Amount    |
|------------------------------------------------|--|--|--|------------|-------|--------|------------------|
| <b>Environmental Administrator</b>             |  |  |  |            |       |        |                  |
| Christa Carrera                                |  |  |  |            |       |        |                  |
| Plan Review                                    |  |  |  |            |       |        |                  |
|                                                |  |  |  | 03/06/2023 | 0.50  | 125.00 | 62.50            |
| <i>Reviewed corrections with the architect</i> |  |  |  | 03/16/2023 | 1.00  | 125.00 | 125.00           |
| <i>CRS Discussion &amp; Review</i>             |  |  |  | 03/17/2023 | 2.00  | 125.00 | 250.00           |
| <i>CRS Plan Review</i>                         |  |  |  | 03/20/2023 | 0.50  | 125.00 | 62.50            |
| <i>CRS</i>                                     |  |  |  | 03/21/2023 | 0.50  | 125.00 | 62.50            |
| <i>CRS</i>                                     |  |  |  |            |       |        |                  |
| Subtotal                                       |  |  |  |            | 4.50  |        | 562.50           |
| Labor subtotal                                 |  |  |  |            | 4.50  |        | 562.50           |
| Phase subtotal                                 |  |  |  |            |       |        | 562.50           |
| Invoice total                                  |  |  |  |            |       |        | <b>34,648.55</b> |



**Town of Hillsboro Beach  
Building Department  
Finance Report**

**Start Date: 3/1/2023  
End Date: 3/31/2023**

|     | Permit Fees  | Town Revenue | Fire Fees  | Zoning Fees | Admin Fees | CGA Revenue | BORA       | DBPR       | DCA        |
|-----|--------------|--------------|------------|-------------|------------|-------------|------------|------------|------------|
| MTD | \$39,924.76  | \$5,988.71   | \$0.00     | \$1,650.00  | \$150.00   | \$33,936.05 | \$583.76   | \$474.25   | \$348.64   |
| YTD | \$406,035.07 | \$60,905.26  | \$6,000.00 | \$10,200.00 | \$2,325.00 | 345,129.81  | \$7,955.12 | \$6,281.60 | \$4,323.30 |

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  
05/01/2023  
ACCOUNT NO: 1182-0606490  
STATEMENT NO: 47126

General Matters

|            |     |                                                                                         | HOURS |          |
|------------|-----|-----------------------------------------------------------------------------------------|-------|----------|
| 04/03/2023 | DJD | Review agenda and prepare for Town Commission meeting; telephone call with Town Manager | 2.20  |          |
| 04/04/2023 | DJD | Prepare for and attend the Town Commission Meeting                                      | 2.80  |          |
| 04/12/2023 | DJD | Telephone conference with Town Manager                                                  | 0.40  |          |
| 04/18/2023 | DJD | Review solid waste ILA; review correspondence from Jim Hickey                           | 0.30  |          |
|            | JGH | Prepare for and attend Ethics Training for Newly Elected Official (Andreano).           | 2.50  |          |
| 04/19/2023 | DJD | Prepare agenda related instruments                                                      | 0.40  |          |
| 04/20/2023 | DJD | Prepare items for agenda                                                                | 1.00  |          |
| 04/24/2023 | DJD | Review emails                                                                           | 0.40  |          |
| 04/25/2023 | DJD | Telephone call with Town Manager and Mayor                                              | 0.60  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                                           | 10.60 | 2,650.00 |

| RECAPITULATION    |       |             |            |
|-------------------|-------|-------------|------------|
| TIMEKEEPER        | HOURS | HOURLY RATE | TOTAL      |
| D.J. Doody        | 8.10  | \$250.00    | \$2,025.00 |
| Jacob G. Horowitz | 2.50  | 250.00      | 625.00     |

|                                |                   |
|--------------------------------|-------------------|
| Color photocopies              | 4.20              |
| Photocopies                    | 21.00             |
| TOTAL EXPENSES THRU 04/30/2023 | 25.20             |
| TOTAL CURRENT WORK             | 2,675.20          |
| BALANCE DUE                    | <u>\$2,675.20</u> |

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



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: Sherry Henderson

Page: 1  
05/01/2023  
ACCOUNT NO: 1182-1200994  
STATEMENT NO: 47127

Writ of Garnishment – Virginia Thomas

|            |                |                                                           |       |                |
|------------|----------------|-----------------------------------------------------------|-------|----------------|
| 04/25/2023 | SMS            | Review related to Balance Due and discussion garnishment. | HOURS |                |
|            |                |                                                           | 0.30  |                |
|            |                | FOR CURRENT SERVICES RENDERED                             | 0.30  | 75.00          |
|            |                | RECAPITULATION                                            |       |                |
|            | TIMEKEEPER     |                                                           | HOURS | HOURLY RATE    |
|            | Sean M. Swartz |                                                           | 0.30  | \$250.00       |
|            |                |                                                           | TOTAL | \$75.00        |
|            |                | TOTAL CURRENT WORK                                        |       | 75.00          |
|            |                | BALANCE DUE                                               |       | <u>\$75.00</u> |

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE





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TOWN OF HILLSBORO BEACH  
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Attn: Sherry Henderson

Page: 1  
05/01/2023  
ACCOUNT NO: 1182-1200995  
STATEMENT NO: 47128

adv. Richard Crusco, Charles Doherty, et al

|            |     |                                                                                                                                            | HOURS |          |
|------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| 04/21/2023 | SMS | Review Court Order.                                                                                                                        | 0.70  |          |
|            | DJD | Telephone conference with counsel for related; review opinion of court;<br>telephone call with members of Town Commission and Town Manager | 1.50  |          |
| 04/24/2023 | DJD | Telephone call with Town Commission members                                                                                                | 0.80  |          |
| 04/25/2023 | SMS | Review and Discussion related to Site Plan Approval and Order and review<br>of Case History.                                               | 0.60  |          |
|            | DJD | Telephone call with counsel for Related                                                                                                    | 0.70  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                                                                                              | 4.30  | 1,075.00 |

| <u>TIMEKEEPER</u> |  | <u>RECAPITULATION</u> |                    | <u>TOTAL</u> |
|-------------------|--|-----------------------|--------------------|--------------|
|                   |  | <u>HOURS</u>          | <u>HOURLY RATE</u> |              |
| D.J. Doody        |  | 3.00                  | \$250.00           | \$750.00     |
| Sean M. Swartz    |  | 1.30                  | 250.00             | 325.00       |

TOTAL CURRENT WORK 1,075.00

BALANCE DUE \$1,075.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



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TOWN OF HILLSBORO BEACH  
 1210 Hillsboro Mile  
 Hillsboro Beach FL 33062

Attn: Sherry Henderson

Page: 1  
 05/01/2023  
 ACCOUNT NO: 1182-1200998  
 STATEMENT NO: 47129

Development (BH3)

|            |     |                                                        | HOURS |        |
|------------|-----|--------------------------------------------------------|-------|--------|
| 04/05/2023 | DJD | Telephone conference with counsel for Hillsboro Resort | 0.40  |        |
| 04/10/2023 | DJD | Review of the existing Development Agreements          | 0.40  |        |
| 04/13/2023 | DJD | Address status of Development Order                    | 0.40  |        |
| 04/18/2023 | DJD | Participation in conference call                       | 0.40  |        |
|            |     | FOR CURRENT SERVICES RENDERED                          | 1.60  | 400.00 |

| RECAPITULATION    |  | HOURS | HOURLY RATE | TOTAL    |
|-------------------|--|-------|-------------|----------|
| <u>TIMEKEEPER</u> |  |       |             |          |
| D.J. Doody        |  | 1.60  | \$250.00    | \$400.00 |

TOTAL CURRENT WORK 400.00

BALANCE DUE \$400.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Police Department  
Presented by Chief Jay Szesnat

**Submitting Dept:** Town Clerk, Sherry Henderson, Town Clerk

**Agenda Date:** May 2, 2023

#### 1. BACKGROUND/HISTORY

#### 2. CURRENT ACTIVITY

#### 2. FINANCIAL IMPACT

#### 3. RECOMMENDATION

**ATTACHMENTS:** 1. Police Dept Report - March 2023



# Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda  
 From: Police Chief, Jay Szesnat  
 Subject: March 2023 Monthly Report

## Patrol Snapshot:

| Activity              | Current Month | Feb 2023 | March 2022 |
|-----------------------|---------------|----------|------------|
| <b>Contacts</b>       |               |          |            |
| Motor Vehicle         | 168           | 121      | 99         |
| Crosswalk             | 140           | 155      | 69         |
| Marine Unit           | 126           | 95       | 126        |
| Beach Unit            | 43            | 54       | 19         |
| Cyclists              | 105           | 111      | 103        |
| Arrests               | 0             | 3        | 1          |
| <b>Service</b>        |               |          |            |
| Alarms                | 20            | 10       | 12         |
| Assist Other Agency   | 8             | 7        | 7          |
| Dogs on Beach/Animal  | 4             | 7        | 3          |
| Vessel                | 15            | 9        | 6          |
| Noise                 | 1             | 3        | 3          |
| Open Doors            | 12            | 17       | 2          |
| Police Assists        | 126           | 104      | 129        |
| Domestic/Disturbances | 3             | 4        | 1          |
| Sick/Injured          | 23            | 24       | 27         |
| Crash                 | 4             | 4        | 1          |
| Trespassing           | 1             | 0        | 2          |
| Security Checks       | 6482          | 6262     | 6614       |
| Total Calls           | 272           | 259      | 289        |

## Investigations Snapshot:

| Feb. 2023 (new) | Actively Working        | Inactivated/Cleared               |
|-----------------|-------------------------|-----------------------------------|
|                 | Fraud 220561            | Grand Theft 230245                |
|                 | Burg. Conveyance 230118 | Stolen Vehicle 202724             |
|                 | Grand Theft 230253      | Aggravated Assault/Battery 223221 |
|                 | Grand Theft 223183      | Assist Other Agency 230495        |

## **Personnel News:**

### **March Notable Events:**

On March 4<sup>th</sup> an HBPD Unit on patrol observed a suspicious person acting strangely and trespassing in the 1000 block of Hillsboro Mile. Officer's made contact with the individual who had been in treatment at the Calvary Center. We made contact was the individual's parents, assistance was rendered.

On March 7<sup>th</sup> an HBPD Unit on patrol observed a downed power line on the Pompano Beach side of the Hillsboro Inlet Bridge, causing a small grass fire. We notified Broward Sheriff's Office Fire Rescue who responded to extinguish the fire. Our Unit remained on scene to assist the BSO Deputy with traffic control.

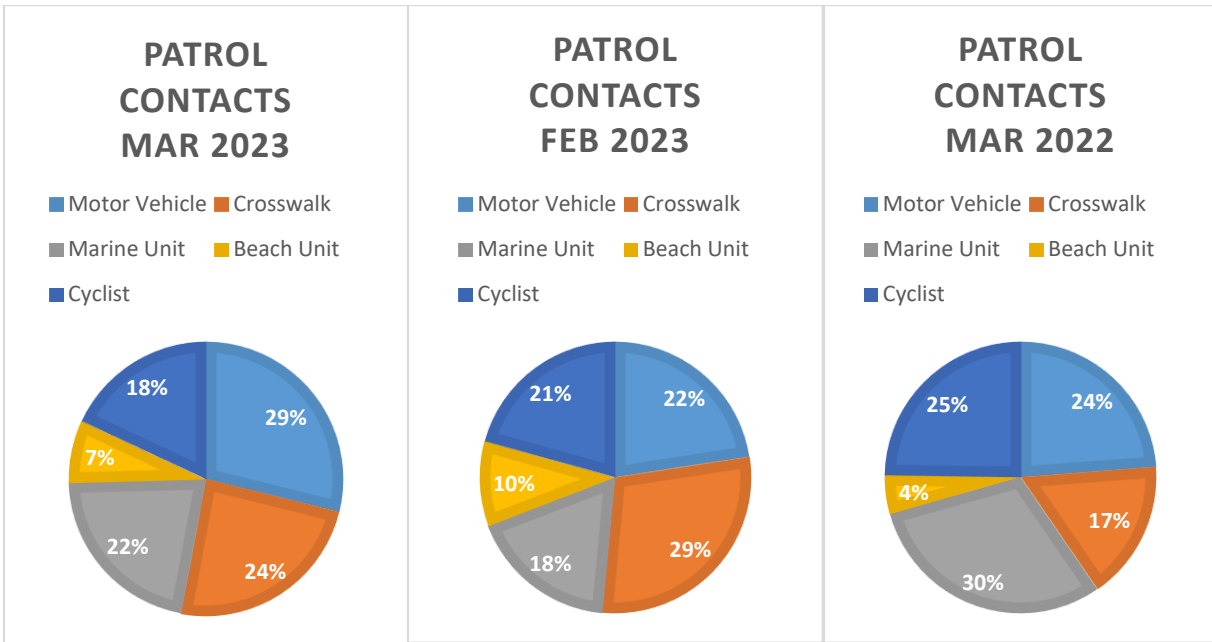
On March 20<sup>th</sup> an HBPD Unit on patrol was flagged down by a Ft. Lauderdale Police Unit in reference to a vehicle they believed was being operated by an impaired driver. We initiated a traffic stop on the vehicle and discovered the driver was in fact an elderly male who was disoriented. Broward Sheriff's Office Fire Rescue responded to check on the driver, assistance was rendered.

On March 31<sup>st</sup> our HBPD Officers responded to a call in reference to a vessel that had struck the jetty at the Hillsboro Inlet. Our Marine Unit as well as Broward Sheriff's Office Marine Unit responded to the area. Officers arrived on scene and determined none of the vessel's occupants were injured. Tow Boat USA removed the vessel from the rocks, assistance was rendered.

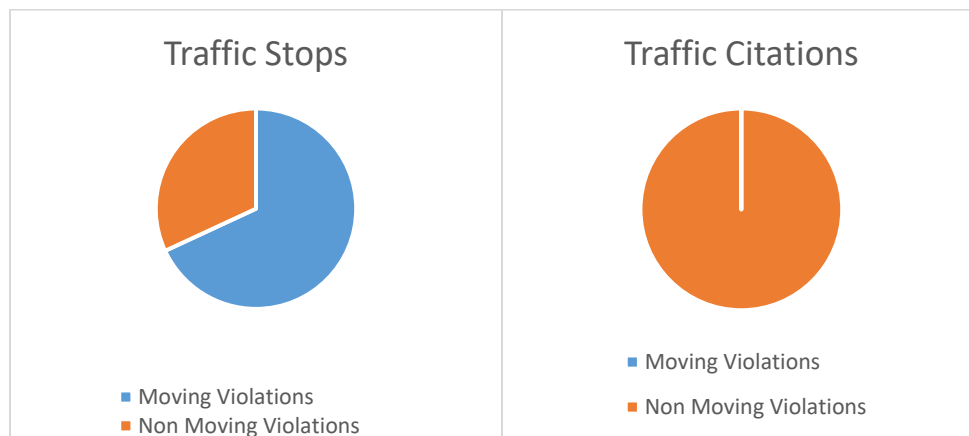


## Patrol Services:

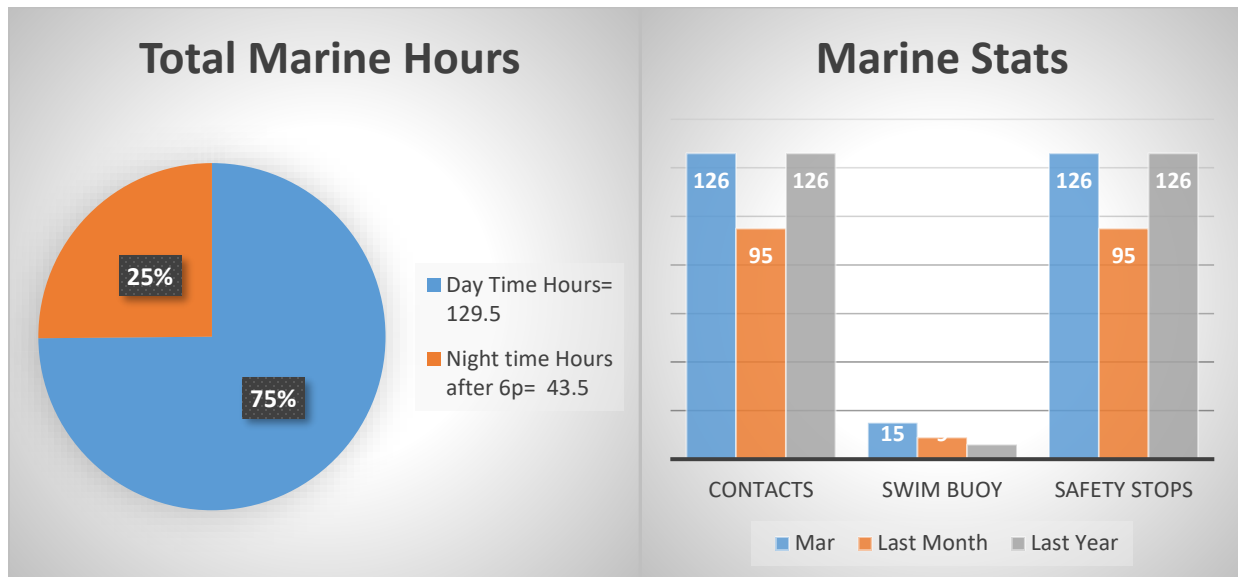
Contacts:



## Traffic:



## Marine/Beach Patrol:



## Training:

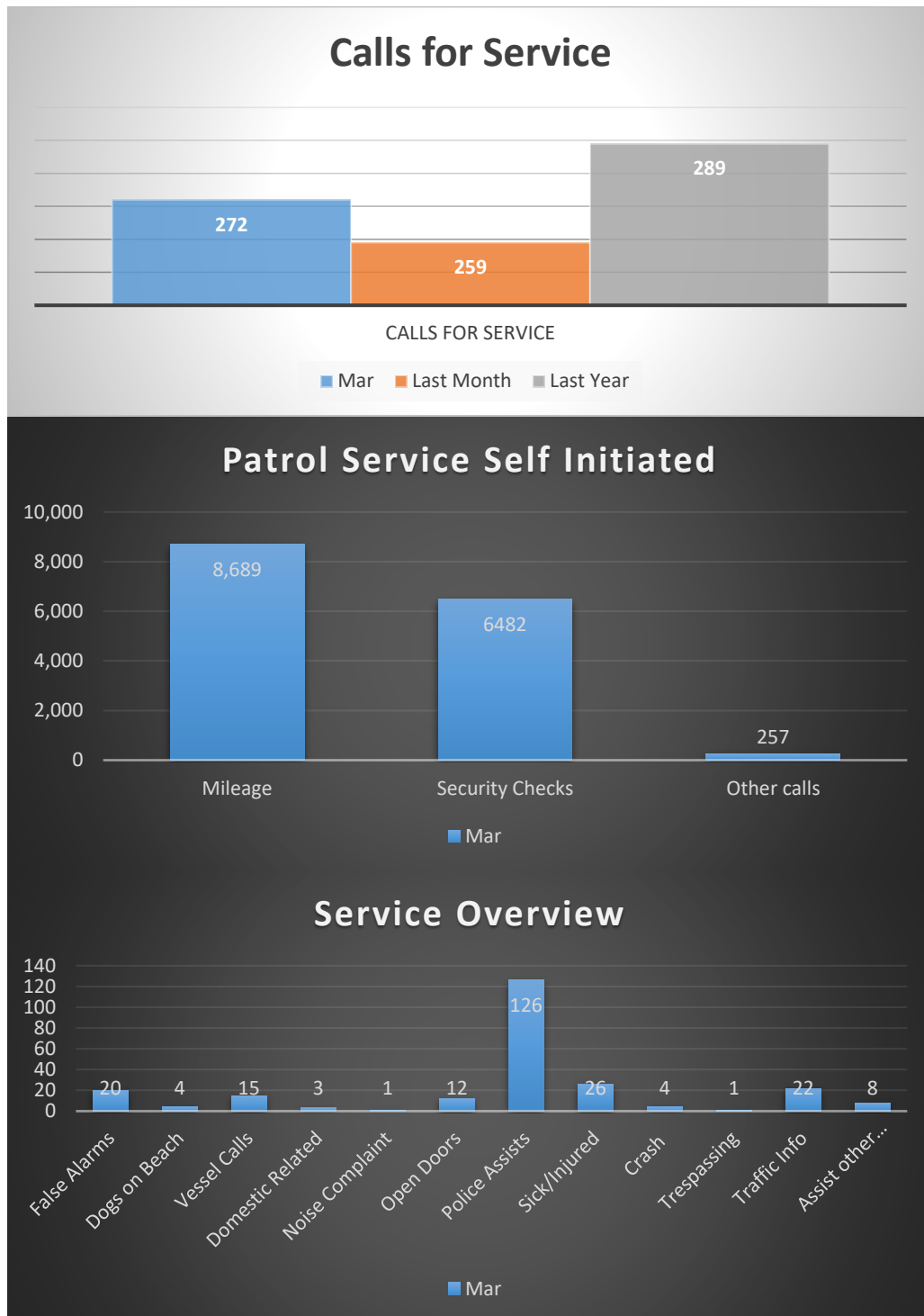
Police Law Institute (Online): Miranda, Interrogations, and New Laws

Power DMS Topics: Bloodborne Pathogens (Annual Refresher Training)

Hillsboro Beach PD: Vigilant LPR Training

## Letters:

## Overall Calls for Service:





## TOWN OF HILLSBORO BEACH

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Hillsboro Beach, FL 33062

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[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item: Finance Department**

Presented by Stephen Bloom, Finance Director, Inframark

**Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk**

**Agenda Date: May 2, 2023**

### 1. BACKGROUND/HISTORY

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

- ATTACHMENTS:**
1. TOHB Financial Performance Presentation Slides Mar23
  2. Town of Hillsboro Beach March 2023 Financials



# TOWN OF HILLSBORO BEACH



## FINANCIAL REPORT FY2023 2ND QUARTER - MARCH 2023

Meeting Date: May 2, 2023

1

## GENERAL FUND

(50% Year Complete)

### Overview

- ▶ Surplus of \$2.5 million through March. (Total funding over/under Expenditures)

### Revenue / Other Sources

- ▶ Total Funding through March was 89.8% of the annual budget (excluding FMV adjustment on investments).
  - Total Property tax collections were 91.9% of the annual budget through December.

| Description                | Budget              | Actual              | % of Budget  |
|----------------------------|---------------------|---------------------|--------------|
| Property Taxes             | \$ 5,638,903        | \$ 5,182,152        | 91.9%        |
| Other Local Taxes          | 275,000             | 183,009             | 66.5%        |
| Intergovernmental Revenues | 184,036             | 111,433             | 60.5%        |
| Fines & Forfeitures        | 2,050               | 801                 | 39.1%        |
| Miscellaneous Revenues     | 73,000              | 80,205              | 109.9%       |
| Interest Income            | 30,100              | 34,595              | 114.9%       |
| Transfer In                | 50,000              | 25,000              | 50.0%        |
| <b>Total Funding</b>       | <b>\$ 6,253,089</b> | <b>\$ 5,617,194</b> | <b>89.8%</b> |



2

Financial Report - March 2023

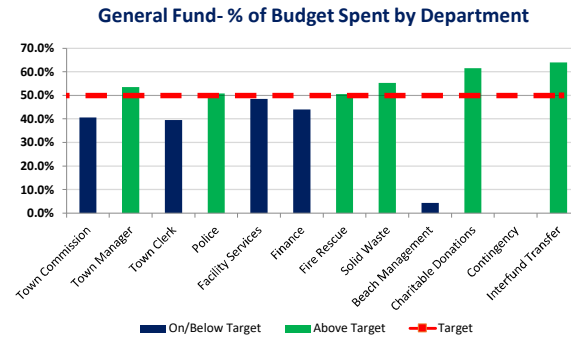
2

## GENERAL FUND

### Expenditures

- ▶ Total expenditures through March were 49.4% of the annual budget or \$3.09 million.
- ▶ The Interfund Transfer amount includes \$145 thousand for Capital improvements; \$37 thousand for P&Z expenditures.

(50% Year Complete)



3

Financial Report - March 2023

3

## SPECIAL REVENUE FUNDS

### Fund Highlights

- ▶ Community Bus Fund – Surplus of \$16.7 thousand.
  - Revenue collected from Transportation Grant and Local Option Gas Tax was 42% of annual budget or \$48.7 thousand.
  - Expenses are 27.5% of annual budget or \$31.9 thousand.
- ▶ Marine Law Enforcement Fund – 60.2% of annual budget or \$22.4 thousand.
  - Revenue received from County Marine Grant.
- ▶ Building Permits Fund - Surplus of \$54 thousand.
  - The revenue collected from Permitting Fees was 67.9% of the annual budget or \$407.2 thousand.
  - Expenditures 54.6% of annual budget or \$357.7 thousand.
- ▶ P&Z, Code Compliance Fund –Total funding and expenditures through March 62.2% of annual budget.
  - The revenue was collected from Planning & Zoning fees as well as Fire fees.
- ▶ Federal Forfeitures / Asset Sharing Fund - Current Cash Balance as of March was \$481 thousand.
  - Expenses include Ford truck, beach vehicle, Access Control, license plate reader, building improvements & training.

(50% Year Complete)



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Financial Report - March 2023

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## OTHER FUNDS

(50% Year Complete)

### Capital Projects Fund – (General Fund Improvements)

- The total expenditures through March were \$155.4 thousand or 3.2% of the annual budget.
  - \$125 thousand for Beach projects.
  - \$30.4 thousand for Commission Chambers renovations and FPL utility design.



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Financial Report - March 2023

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## WATER FUND

### Overview

(25% Year Complete)

- ▶ Overall, the Water fund had a surplus of \$62.4 thousand.
- ▶ Operations had a surplus of \$92.5 thousand.
- ▶ Debt Service had a deficit of \$30.1 thousand.

### Revenue/Other Sources

- ▶ Total funding for the water fund (operations) is 52.1% of the annual budget or \$721.9 thousand.
- ▶ Total water service revenue is 52.8% of the annual budget or \$697.
- ▶ The water usage billings through March is **up** by 17.2% compared to last year at this same time.



6

Financial Report - March 2023

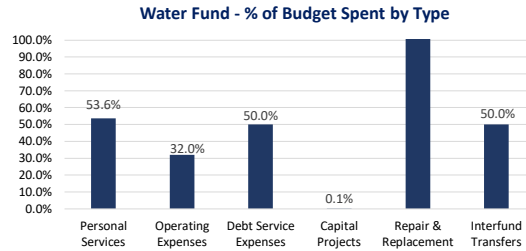
6

## WATER FUND

(50% Year Complete)

### Expenses

- ▶ Total expenses through March were at 44% of the annual budget or \$459.2 thousand.
- Debt Service Expenses:
  - Loan payment for Water Plant project was made on March 15, 2023.
  - Loan payment for Water Main project will be made on May 15, 2023.



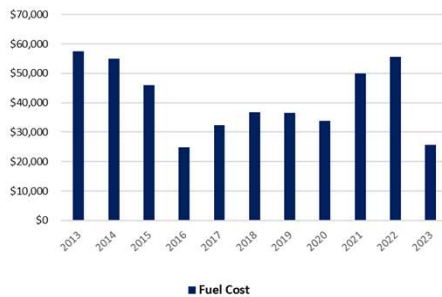
7

Financial Report - March 2023

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## FUEL COSTS ANALYSIS

**Fuel Cost by Fiscal Year**



**Fuel Comparison by Fiscal Year (Full 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        | \$49,992  | 14,480            | \$3.45             |
| 2022        | \$55,678  | 15,464            | \$3.60             |
| 2023        | \$25,714  | 7,715             | \$3.33             |

**Fuel Comparison by Fiscal Year (through 2nd Quarter Only)**

| Fiscal Year | Fuel Cost | Gallons Used | Avg Price / Gallon |
|-------------|-----------|--------------|--------------------|
| 2019        | \$16,071  | 6,145        | \$2.62             |
| 2020        | \$18,309  | 7,104        | \$2.58             |
| 2021        | \$13,231  | 6,537        | \$2.02             |
| 2022        | \$23,030  | 7,533        | \$3.06             |
| 2023        | \$25,714  | 7,715        | \$3.33             |



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Financial Report - March 2023

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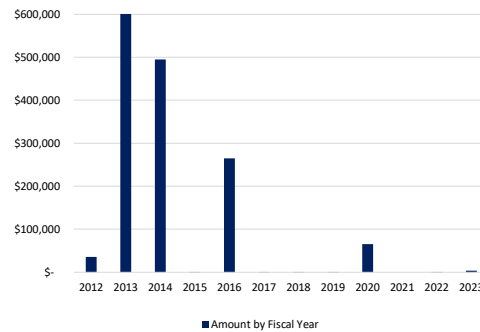
## WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

Amount & Status of Claims by Fiscal Year

| Fiscal Year | Amount by Fiscal Year | Claim Status |
|-------------|-----------------------|--------------|
| 2012        | \$ 35,536             | Closed       |
| 2013        | \$ 609,507            | Open Claim   |
| 2014        | \$ 494,929            | Open Claim   |
| 2015        | \$ 404                | Closed       |
| 2016        | \$ 264,562            | Closed       |
| 2017        | \$ 102                | Closed       |
| 2018        | \$ 608                | Closed       |
| 2019        | \$ 368                | Closed       |
| 2020        | \$ 65,072             | Open Claim   |
| 2021        | \$ -                  | Closed       |
| 2022        | \$ 304                | Closed       |
| 2023        | \$ 3,000              | Open Claim   |

\*\* Updated through March 31, 2023

Total Claims by Fiscal Year



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Financial Report - March 2023

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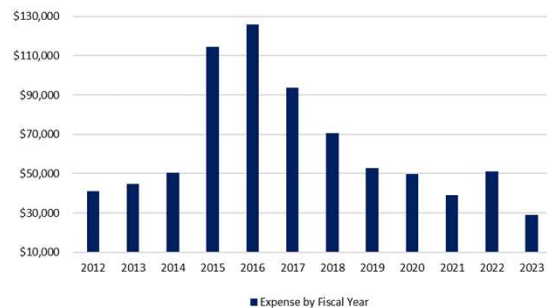
## WORKERS' COMPENSATION INSURANCE - PREMIUM COST

Cost by Fiscal Year & Department

| Fiscal Year  | Admin            | Police            | Water             | Total             |
|--------------|------------------|-------------------|-------------------|-------------------|
| 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         | \$ 1,488         | \$ 29,819         | \$ 7,863          | \$ 39,170         |
| 2022         | \$ 1,930         | \$ 39,039         | \$ 10,030         | \$ 50,999         |
| 2023         | \$ 1,069         | \$ 22,460         | \$ 5,611          | \$ 29,140         |
| <b>TOTAL</b> | <b>\$ 32,657</b> | <b>\$ 552,367</b> | <b>\$ 178,090</b> | <b>\$ 763,114</b> |

\*\* Updated through March 31, 2023

Total Cost by Fiscal Year



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Financial Report - March 2023

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## MEMORANDUM

**TO:** Mayor Irene Kirdahy and Commissioners  
**FROM:** Stephen Bloom, Finance Director  
**CC:** Commissioner Jane Reiser, Treasurer / Ken Cassel, Project Manager  
**DATE:** April 25, 2023  
**SUBJECT:** March 2023 Financial Report

---

Please find below the quarterly update from the Finance Department. At this point in the fiscal year (through March), the revenues and expenditures should be at approximately 50% 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 March was at 89.84% of the annual budget.
  - Ad valorem taxes are 92.3% collected through March.
- Total expenditures through March were at 49.4% of the annual budget.

### **Special Revenue Funds**

#### **Community Bus**

- Total funding through March were at 42% of the annual budget.
- Total expenditures through March were at 27.5% of the annual budget.

#### **Marine Law Enforcement Grant**

- Total funding through March were at 60.2% of the annual budget.

#### **Building Permits**

- Total funding and expenditures through March were at 62.9% of the annual budget.
- Total expenditures through March were at 54.6% of the annual budget.

#### **P&Z and Code Compliance**

- Total funding and expenditures through March were at 62.2% of the annual budget.

#### **Federal Forfeitures / Asset Sharing**

- Total funds available through March: \$481,005.

### **Capital Projects Fund – (General Fund Improvements)**

- Total funding and expenditures through March were at 3.2% of the annual budget.

## MEMORANDUM

**Town of Hillsboro Beach**

**Subject: March Financial Report**

**Page 2**

### **Water Fund – (Operations)**

- Total funding through March was at 52.1% of the annual budget.
- The water usage billing through March (YTD) is up by 17.2% compared to last year at the same time.
- The chart below compares the usage for March by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - March 2022. The “Change in usage” and “% change” compares the current month with the prior month.
  - Total gallons used for the month of March was up by 32.7% or 6,095 thousand gallons compared to last month.

### **Usage Comparison in thousands)**

| Service Type  | (Prior Yr)    |               |               | Month-to-Month Change |              |
|---------------|---------------|---------------|---------------|-----------------------|--------------|
|               | Mar-22        | Feb-23        | Mar-23        | Change in Usage       | % Change     |
| Irrigation    | 10,522        | 8,555         | 12,990        | 4,436                 | 51.9%        |
| Single Family | 2,289         | 2,465         | 3,154         | 688                   | 27.9%        |
| Multi Family  | 8,852         | 7,643         | 8,613         | 971                   | 12.7%        |
| <b>Total</b>  | <b>21.663</b> | <b>18,662</b> | <b>24,757</b> | <b>6,095</b>          | <b>32.7%</b> |

- Total expenses through March were at 49.1% of the annual budget.

### **Debt Service – (State Revolving Loans)**

- Total funding through March was 45.7% of the annual budget.
- The loan payment for the water plant was made on March 15, 2023.
- The next loan payment for the water main project will be made on May 15, 2023.

### **Capital Projects Fund – (Water Fund Improvements)**

- Total funding and expenditures through March were at 15.8% of the annual budget.

# **Town of Hillsboro Beach**

Financial Report

March 31, 2023

Prepared by





# Town of Hillsboro Beach

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## **Town of Hillsboro Beach**

### Financial Statements

(Unaudited)

March 31, 2023



**Balance Sheet**  
March 31, 2023

| ACCOUNT DESCRIPTION            | GENERAL FUNDS       | SPECIAL REVENUE FUNDS | CAPITAL PROJECT FUNDS | WATER FUNDS         | TOTAL               |
|--------------------------------|---------------------|-----------------------|-----------------------|---------------------|---------------------|
| <b><u>ASSETS</u></b>           |                     |                       |                       |                     |                     |
| <b>Current Assets</b>          |                     |                       |                       |                     |                     |
| Equity in Pooled Cash          | \$ 6,438,248        | \$ 263,731            | \$ (227,517)          | \$ 3,597,522        | \$10,071,984        |
| Accounts Receivable            | 99,746              | 577                   | -                     | 201,897             | 302,220             |
| Allow -Doubtful Accounts       | (26,072)            | -                     | -                     | (48,244)            | (74,316)            |
| Due From Other Gov'tl Units    | 69,334              | 47,910                | 227,517               | 67,146              | 411,907             |
| Deferred Outflow of Resources  | -                   | -                     | -                     | 33,580              | 33,580              |
| Fuel                           | 9,523               | -                     | -                     | -                   | 9,523               |
| Money Market Account           | -                   | 481,005               | -                     | -                   | 481,005             |
| Prepaid Items                  | 109,660             | 74,736                | -                     | 6,690               | 191,086             |
| Deposits                       | -                   | -                     | -                     | 174,238             | 174,238             |
| <b>Total Current Assets</b>    | <b>6,700,439</b>    | <b>867,959</b>        | <b>-</b>              | <b>4,032,829</b>    | <b>11,601,227</b>   |
| <b>Noncurrent Assets</b>       |                     |                       |                       |                     |                     |
| <b>Fixed Assets</b>            |                     |                       |                       |                     |                     |
| Buildings                      | -                   | -                     | -                     | 2,038,779           | 2,038,779           |
| Accum Depr - Buildings         | -                   | -                     | -                     | (1,006,090)         | (1,006,090)         |
| Distribution System            | -                   | -                     | -                     | 11,740,489          | 11,740,489          |
| Plant Improvements             | -                   | -                     | -                     | 608,583             | 608,583             |
| Infrastructure                 | -                   | -                     | -                     | 102,068             | 102,068             |
| Accum Depr - Infrastructure    | -                   | -                     | -                     | (3,123,631)         | (3,123,631)         |
| Equipment                      | -                   | -                     | -                     | 144,706             | 144,706             |
| Meters                         | -                   | -                     | -                     | 410,776             | 410,776             |
| Vehicles                       | -                   | -                     | -                     | 104,552             | 104,552             |
| Accum Depr - Equip/Furniture   | -                   | -                     | -                     | (635,534)           | (635,534)           |
| <b>Total Noncurrent Assets</b> | <b>-</b>            | <b>-</b>              | <b>-</b>              | <b>10,384,698</b>   | <b>10,384,698</b>   |
| <b>TOTAL ASSETS</b>            | <b>\$ 6,700,439</b> | <b>\$ 867,959</b>     | <b>\$ -</b>           | <b>\$14,417,527</b> | <b>\$21,985,925</b> |

**LIABILITIES**

**Current Liabilities**

|                                  |                |               |          |                |                  |
|----------------------------------|----------------|---------------|----------|----------------|------------------|
| Accounts Payable                 | \$ 326,941     | \$ 81,311     | \$ -     | \$ 24,647      | \$ 432,899       |
| Accrued Expenses                 | 73,688         | -             | -        | -              | 73,688           |
| DBPR/DCA/BRA Surcharges          | -              | 6,020         | -        | -              | 6,020            |
| Notes/Loans Payable - Current    | -              | -             | -        | 691,082        | 691,082          |
| Compensated Absences-Current     | 23,176         | -             | -        | -              | 23,176           |
| Accrued Interest Payable         | -              | -             | -        | 22,058         | 22,058           |
| Accrued Wages Payable            | 30,404         | -             | -        | 6,974          | 37,378           |
| Accrued Taxes Payable            | 2,373          | -             | -        | 572            | 2,945            |
| Flexible Spending Account        | 189            | -             | -        | (24)           |                  |
| Deposits                         | 8,125          | (52,838)      | -        | -              | (44,713)         |
| <b>Total Current Liabilities</b> | <b>464,896</b> | <b>34,493</b> | <b>-</b> | <b>745,309</b> | <b>1,244,698</b> |



**Balance Sheet**  
March 31, 2023

| ACCOUNT DESCRIPTION                                       | GENERAL FUNDS       | SPECIAL REVENUE FUNDS | CAPITAL PROJECT FUNDS | WATER FUNDS         | TOTAL               |
|-----------------------------------------------------------|---------------------|-----------------------|-----------------------|---------------------|---------------------|
| <b>Long-Term Liabilities</b>                              |                     |                       |                       |                     |                     |
| Note/Loan Payable - LT (Water Plant)                      | -                   | -                     | -                     | 2,447,586           | 2,447,586           |
| Note/Loan Payable - LT (Water Main)                       | -                   | -                     | -                     | 5,255,419           | 5,255,419           |
| Compensated Absences-Long-Term                            | -                   | -                     | -                     | 93,335              | 93,335              |
| OPEB Liability                                            | -                   | -                     | -                     | 10,033              | 10,033              |
| Deferred Inflow of Resources                              | -                   | -                     | -                     | 222,270             | 222,270             |
| Net Pension Liability                                     | -                   | -                     | -                     | 60,233              | 60,233              |
| <b>Total Long-Term Liabilities</b>                        | -                   | -                     | -                     | 8,088,876           | 8,088,876           |
| <b>TOTAL LIABILITIES</b>                                  | <b>464,896</b>      | <b>34,493</b>         | <b>-</b>              | <b>8,834,185</b>    | <b>9,333,574</b>    |
| <b><u>FUND BALANCES / NET ASSETS</u></b>                  |                     |                       |                       |                     |                     |
| <i>Fund Balances</i>                                      |                     |                       |                       |                     |                     |
| <b>Nonspendable:</b>                                      |                     |                       |                       |                     |                     |
| Prepaid Items                                             | 109,660             | 74,736                | -                     | -                   | 184,396             |
| <b>Restricted for:</b>                                    |                     |                       |                       |                     |                     |
| Special Revenue                                           | -                   | 758,730               | -                     | -                   | 758,730             |
| <b>Assigned to:</b>                                       |                     |                       |                       |                     |                     |
| Reserves - Beach Assessment                               | 8,207               | -                     | -                     | -                   | 8,207               |
| <b>Unassigned:</b>                                        | 6,117,676           | -                     | -                     | -                   | 6,117,676           |
| <i>Net Assets</i>                                         |                     |                       |                       |                     |                     |
| Invested in capital assets,<br>net of related debt        | -                   | -                     | -                     | 1,990,610           | 1,990,610           |
| Unrestricted/Unreserved                                   | -                   | -                     | -                     | 3,592,732           | 3,592,732           |
| <b>TOTAL FUND BALANCES / NET ASSETS</b>                   | <b>\$ 6,235,543</b> | <b>\$ 833,466</b>     | <b>\$ -</b>           | <b>\$ 5,583,342</b> | <b>\$12,652,351</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES / NET ASSETS</b> | <b>\$ 6,700,439</b> | <b>\$ 867,959</b>     | <b>\$ -</b>           | <b>\$14,417,527</b> | <b>\$21,985,925</b> |



**Statement of Revenues, Expenditures and Changes in Fund Balances  
General Fund**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                     | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>           |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                 |                  |                        |                     |                          |                        |                         |
| Property Taxes                  | \$ 5,638,903     | \$ 5,182,152           | \$ 456,751          | 91.9%                    | \$ 4,940,268           | \$ 241,884              |
| Other Local Taxes               | 275,000          | 183,009                | 91,991              | 66.5%                    | 141,751                | 41,257                  |
| Intergovernmental Revenues      | 184,036          | 111,433                | 72,603              | 60.5%                    | 101,720                | 9,713                   |
| Fines & Forfeitures             | 2,050            | 801                    | 1,249               | 39.1%                    | 838                    | (37)                    |
| Miscellaneous Revenues          | 73,000           | 80,205                 | (7,205)             | 109.9%                   | 30,295                 | 49,910                  |
| Interest Income                 | 30,100           | 34,595                 | (4,495)             | 114.9%                   | 18,688                 | 15,907                  |
| <b>Total Revenues</b>           | <b>6,203,089</b> | <b>5,592,194</b>       | <b>610,895</b>      | <b>90.2%</b>             | <b>5,233,561</b>       | <b>358,634</b>          |
| <b>Other Sources</b>            |                  |                        |                     |                          |                        |                         |
| Transfer In                     | 50,000           | 25,000                 | 25,000              | 50.0%                    | 25,000                 | -                       |
| <b>Total Other Sources</b>      | <b>50,000</b>    | <b>25,000</b>          | <b>25,000</b>       | <b>50.0%</b>             | <b>25,000</b>          | <b>-</b>                |
| <b>TOTAL FUNDING</b>            | <b>6,253,089</b> | <b>5,617,194</b>       | <b>635,895</b>      | <b>89.8%</b>             | <b>5,258,561</b>       | <b>358,634</b>          |
| <b><u>EXPENDITURES</u></b>      |                  |                        |                     |                          |                        |                         |
| Town Commission                 | 61,210           | 24,799                 | 36,411              | 40.5%                    | 16,373                 | (8,426)                 |
| Town Manager                    | 330,629          | 176,634                | 153,995             | 53.4%                    | 160,213                | (16,421)                |
| Town Clerk                      | 300,211          | 118,388                | 181,823             | 39.4%                    | 101,992                | (16,397)                |
| Police                          | 3,380,729        | 1,714,976              | 1,665,753           | 50.7%                    | 1,520,572              | (194,404)               |
| Facility Services               | 236,953          | 114,930                | 122,023             | 48.5%                    | 96,594                 | (18,337)                |
| Finance                         | 130,758          | 57,520                 | 73,238              | 44.0%                    | 50,377                 | (7,144)                 |
| Fire Rescue                     | 977,451          | 493,704                | 483,747             | 50.5%                    | 466,724                | (26,980)                |
| Solid Waste                     | 356,597          | 196,949                | 159,648             | 55.2%                    | 170,341                | (26,608)                |
| Beaches                         | 71,000           | 3,057                  | 67,943              | 4.3%                     | 720                    | (2,337)                 |
| Charitable Donations            | 6,481            | 3,981                  | 2,500               | 61.4%                    | 2,500                  | (1,481)                 |
| Contingency                     | 116,070          | -                      | 116,070             | 0.0%                     | 5,119                  | 5,119                   |
| <b>TOTAL EXPENSES</b>           | <b>5,968,089</b> | <b>2,904,939</b>       | <b>\$ 3,063,151</b> | <b>48.7%</b>             | <b>2,591,524</b>       | <b>(313,414)</b>        |
| Interfund Transfer - Out        | 285,000          | 182,299                | 102,701             | 64.0%                    | 75,439                 | (106,860)               |
| <b>TOTAL EXPENDITURES</b>       | <b>6,253,089</b> | <b>3,087,238</b>       | <b>\$ 3,165,852</b> | <b>49.4%</b>             | <b>2,666,963</b>       | <b>(420,275)</b>        |
| Total Funding over (under)      |                  |                        |                     |                          |                        |                         |
| Expenditures                    | \$ -             | 2,529,957              |                     |                          | \$ 2,591,598           | \$ (61,641)             |
| <b>Fund Balance - Beginning</b> |                  | 3,705,588              |                     |                          |                        |                         |
| <b>Fund Balance - Ending</b>    |                  | <b>\$ 6,235,544</b>    |                     |                          |                        |                         |



**General Fund - Revenue**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                            | Annual Budget    | Year to Date Actual | Amount Remaining | % of Annual Budget | PRIOR YEAR          |                      |
|----------------------------------------|------------------|---------------------|------------------|--------------------|---------------------|----------------------|
|                                        |                  |                     |                  |                    | Year to Date Mar-22 | Variance Fav (unfav) |
| <b>FUNDING</b>                         |                  |                     |                  |                    |                     |                      |
| <b>Revenues</b>                        |                  |                     |                  |                    |                     |                      |
| <b>Property Tax</b>                    |                  |                     |                  |                    |                     |                      |
| Ad Valorem Taxes                       | \$ 5,849,406     | \$ 5,400,782        | \$ 448,624       | 92.3%              | \$ 5,135,724        | \$ 265,058           |
| Ad Valorem Taxes - Prior Years         | 3,000            | (10,790)            | 13,790           | -359.7%            | 3,796               | (14,585)             |
| Ad Valorem Taxes - Discounts           | (213,503)        | (207,841)           | (5,662)          | 97.3%              | (199,252)           | (8,589)              |
| <b>Total - Property Tax</b>            | <b>5,638,903</b> | <b>5,182,152</b>    | <b>456,751</b>   | <b>91.9%</b>       | <b>4,940,268</b>    | <b>241,884</b>       |
| <b>Other Local Taxes</b>               |                  |                     |                  |                    |                     |                      |
| FPL Franchise                          | 250,000          | 166,317             | 83,683           | 66.5%              | 127,484             | 38,833               |
| Local Communications Tax               | 25,000           | 16,692              | 8,308            | 66.8%              | 14,267              | 2,424                |
| <b>Total - Other Local Taxes</b>       | <b>275,000</b>   | <b>183,009</b>      | <b>91,991</b>    | <b>66.5%</b>       | <b>141,751</b>      | <b>41,257</b>        |
| <b>Intergovernmental Revenues</b>      |                  |                     |                  |                    |                     |                      |
| Occupational Licenses                  | 1,900            | 1,217               | 683              | 64.0%              | 430                 | 787                  |
| FDLE - JAG grant                       | -                | 561                 | (561)            | n/a                | 479                 | 83                   |
| State Revenue Sharing                  | 46,500           | 26,800              | 19,700           | 57.6%              | 23,274              | 3,526                |
| Alcoholic Beverage License             | 636              | -                   | 636              | 0.0%               | -                   | -                    |
| Half-Cent Sales Tax                    | 135,000          | 82,855              | 52,145           | 61.4%              | 77,537              | 5,317                |
| <b>Total - Intergov. Revenues</b>      | <b>184,036</b>   | <b>111,433</b>      | <b>72,603</b>    | <b>60.5%</b>       | <b>101,720</b>      | <b>9,713</b>         |
| <b>Fines &amp; Forfeitures</b>         |                  |                     |                  |                    |                     |                      |
| Judgments and Fines                    | 2,000            | 801                 | 1,199            | 40.0%              | 838                 | (37)                 |
| Other Fines and/or Forfeits            | 50               | -                   | 50               | 0.0%               | -                   | -                    |
| <b>Total - Fines &amp; Forfeitures</b> | <b>2,050</b>     | <b>801</b>          | <b>1,249</b>     | <b>39.1%</b>       | <b>838</b>          | <b>(37)</b>          |
| <b>Miscellaneous Revenue</b>           |                  |                     |                  |                    |                     |                      |
| Miscellaneous                          | 3,000            | 10,252              | (7,252)          | 341.7%             | 4,107               | 6,144                |
| Police Reimbursement                   | 50,000           | 40,267              | 9,733            | 80.5%              | 17,648              | 22,619               |
| Insurance Reimbursements               | -                | 10,611              | (10,611)         | n/a                | -                   | 10,611               |
| Lien Search Fee                        | 20,000           | 6,500               | 13,500           | 32.5%              | 8,510               | (2,010)              |
| Sale of Surplus Equipment              | -                | 12,575              | (12,575)         | n/a                | 30                  | 12,545               |
| <b>Total - Misc. Revenue</b>           | <b>73,000</b>    | <b>80,205</b>       | <b>(7,205)</b>   | <b>109.9%</b>      | <b>30,295</b>       | <b>49,910</b>        |





**General Fund - Revenue**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                   | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR   |             |
|-------------------------------|------------------|------------------------|---------------------|--------------------------|--------------|-------------|
|                               |                  |                        |                     |                          | Year to Date | Variance    |
|                               |                  |                        |                     |                          | Mar-22       | Fav (unfav) |
| Interest Income               |                  |                        |                     |                          |              |             |
| Interest - Investments        | 35,000           | 31,671                 | 3,329               | 90.5%                    | 18,642       | 13,029      |
| Interest - Tax Collector      | 100              | 2,924                  | (2,824)             | 2923.8%                  | 45           | 2,878       |
| Net Incr (Decr) In FMV-Invest | (5,000)          | -                      | (5,000)             | 0.0%                     | -            | -           |
| Total - Interest Income       | 30,100           | 34,595                 | (4,495)             | 114.9%                   | 18,688       | 15,907      |
|                               |                  |                        |                     |                          |              |             |
| Total Revenue                 | 6,203,089        | 5,592,194              | 610,895             | 90.2%                    | 5,233,561    | 358,634     |
|                               |                  |                        |                     |                          |              |             |
| Transfer In                   |                  |                        |                     |                          |              |             |
| Water Fund                    | 50,000           | 25,000                 | 25,000              | 50.0%                    | 25,000       | -           |
| Total - Transfer In           | 50,000           | 25,000                 | 25,000              | 50.0%                    | 25,000       | -           |
|                               |                  |                        |                     |                          |              |             |
| TOTAL FUNDING                 | 6,253,089        | 5,617,194              | 635,895             | 89.8%                    | 5,258,561    | 358,634     |



# **General Fund - Town Commission**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                     | Annual Budget | Year to Date Actual | Amount Remaining | % of Annual Budget | PRIOR YEAR          |                      |
|---------------------------------|---------------|---------------------|------------------|--------------------|---------------------|----------------------|
|                                 |               |                     |                  |                    | Year to Date Mar-22 | Variance Fav (unfav) |
| Personal Services               |               |                     |                  |                    |                     |                      |
| Mayor/Commission Stipend        | \$ 40,000     | \$ 21,458           | \$ 18,542        | 53.6%              | \$ 14,400           | \$ (7,058)           |
| FICA                            | 3,060         | 1,642               | 1,419            | 53.6%              | 1,102               | (540)                |
| Total Personal Services         | 43,060        | 23,100              | 19,960           | 53.6%              | 15,502              | (7,598)              |
| Operating Expenses              |               |                     |                  |                    |                     |                      |
| Election Fees                   | 3,900         | 300                 | 3,600            | 7.7%               | 162                 | (138)                |
| Annual Conf. - League of Cities | 4,750         | -                   | 4,750            | 0.0%               | -                   | -                    |
| Conferences/Seminars            | 6,000         | 150                 | 5,850            | 2.5%               | 99                  | (51)                 |
| Mayor/Commission Expense        | 3,500         | 1,249               | 2,251            | 35.7%              | 610                 | (639)                |
| Total Operating Expenses        | 18,150        | 1,699               | 16,451           | 9.4%               | 871                 | (828)                |
| TOTAL COMMISSION                | \$ 61,210     | \$ 24,799           | \$ 36,411        | 40.5%              | \$ 16,373           | \$ (8,426)           |



**General Fund - Town Manager**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                     | Annual<br>Budget  | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|-------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                   |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b>Personal Services</b>        |                   |                        |                     |                          |                        |                         |
| Salaries                        | \$ 143,699        | \$ 71,930              | \$ 71,769           | 50.1%                    | \$ 69,638              | \$ (2,293)              |
| Car Allowance                   | 4,200             | 2,100                  | 2,100               | 50.0%                    | 2,100                  | -                       |
| FICA                            | 11,315            | 5,573                  | 5,742               | 49.2%                    | 5,355                  | (218)                   |
| Florida Retirement System       | 45,366            | 22,683                 | 22,683              | 50.0%                    | 20,881                 | (1,802)                 |
| Health and Life Insurance       | 27,893            | 10,852                 | 17,041              | 38.9%                    | 10,671                 | (180)                   |
| Workers' Comp Insurance         | 231               | 106                    | 125                 | 45.9%                    | 103                    | (3)                     |
| <b>Total Personal Services</b>  | <b>232,704</b>    | <b>113,244</b>         | <b>119,460</b>      | <b>48.7%</b>             | <b>108,748</b>         | <b>(4,496)</b>          |
| <b>Operating Expenses</b>       |                   |                        |                     |                          |                        |                         |
| Town Attorney                   | 83,325            | 36,409                 | 46,916              | 43.7%                    | 49,363                 | 12,954                  |
| Prof. Services - IT Services    | 9,100             | 9,557                  | (457)               | 105.0%                   | 2,003                  | (7,554)                 |
| Prof. Services - Lobbyist       | -                 | 17,367                 | (17,367)            | n/a                      | -                      | (17,367)                |
| Miscellaneous                   | 1,000             | 57                     | 943                 | 5.7%                     | -                      | (57)                    |
| Computer Expense / Supplies     | 1,000             | -                      | 1,000               | 0.0%                     | -                      | -                       |
| Training Expenses               | 3,500             | -                      | 3,500               | 0.0%                     | 100                    | 100                     |
| <b>Total Operating Expenses</b> | <b>97,925</b>     | <b>63,390</b>          | <b>34,535</b>       | <b>64.7%</b>             | <b>51,465</b>          | <b>(11,925)</b>         |
| <b>TOTAL TOWN MANAGER</b>       | <b>\$ 330,629</b> | <b>\$ 176,634</b>      | <b>\$ 153,995</b>   | <b>53.4%</b>             | <b>\$ 160,213</b>      | <b>\$ (16,421)</b>      |



**General Fund - Town Clerk**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                      | Annual<br>Budget  | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|----------------------------------|-------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                  |                   |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b>Personal Services</b>         |                   |                        |                     |                          |                        |                         |
| Salaries                         | \$ 133,609        | \$ 44,551              | \$ 89,058           | 33.3%                    | \$ 38,928              | \$ (5,624)              |
| Payroll - Vacation               | -                 | -                      | -                   | n/a                      | 810                    | 810                     |
| FICA                             | 10,222            | 3,392                  | 6,830               | 33.2%                    | 3,024                  | (368)                   |
| Florida Retirement System        | 15,913            | 5,290                  | 10,623              | 33.2%                    | 4,349                  | (941)                   |
| Health and Life Insurance        | 29,272            | 8,350                  | 20,922              | 28.5%                    | 8,033                  | (316)                   |
| Workers' Comp Insurance          | 215               | 95                     | 120                 | 44.4%                    | 83                     | (13)                    |
| Unemployment Compensation        | 250               | -                      | 250                 | 0.0%                     | -                      | -                       |
| <b>Total Personal Services</b>   | <b>189,481</b>    | <b>61,679</b>          | <b>127,802</b>      | <b>32.6%</b>             | <b>55,226</b>          | <b>(6,453)</b>          |
| <b>Operating Services</b>        |                   |                        |                     |                          |                        |                         |
| Coding Ordinance                 | 3,000             | 597                    | 2,403               | 19.9%                    | 597                    | -                       |
| Prof. Services- Digitize records | 15,000            | 1,216                  | 13,784              | 8.1%                     | 1,216                  | 0                       |
| Contracts - Minutes Preparation  | 4,250             | 1,744                  | 2,506               | 41.0%                    | 2,044                  | 300                     |
| Temporary Labor                  | 6,500             | 17,139                 | (10,639)            | 263.7%                   | 20,249                 | 3,110                   |
| Contracts - Other Services       | 7,000             | 2,132                  | 4,868               | 30.5%                    | 2,403                  | 271                     |
| Software Maintenance/Support     | 25,313            | 7,950                  | 17,363              | 31.4%                    | 2,351                  | (5,599)                 |
| Postage and Freight              | 2,500             | 1,660                  | 841                 | 66.4%                    | 474                    | (1,186)                 |
| Copier                           | 6,100             | 1,413                  | 4,687               | 23.2%                    | 2,724                  | 1,311                   |
| Advertising                      | 10,000            | 3,195                  | 6,805               | 32.0%                    | 4,783                  | 1,587                   |
| Office Supplies                  | 5,900             | 5,099                  | 801                 | 86.4%                    | 2,745                  | (2,354)                 |
| Website Support                  | 4,967             | 1,654                  | 3,313               | 33.3%                    | 1,313                  | (342)                   |
| Subscriptions and Memberships    | 5,700             | 2,100                  | 3,600               | 36.8%                    | 1,615                  | (485)                   |
| Office Equipment                 | 1,000             | -                      | 1,000               | 0.0%                     | -                      | -                       |
| Training Expenses                | 3,500             | 1,544                  | 1,956               | 44.1%                    | 515                    | (1,029)                 |
| Resident Mailings                | 10,000            | 9,266                  | 734                 | 92.7%                    | 3,737                  | (5,529)                 |
| <b>Total Operating Services</b>  | <b>110,730</b>    | <b>56,710</b>          | <b>54,020</b>       | <b>51.2%</b>             | <b>46,765</b>          | <b>(9,944)</b>          |
| <b>TOTAL TOWN CLERK</b>          | <b>\$ 300,211</b> | <b>\$ 118,388</b>      | <b>\$ 181,823</b>   | <b>39.4%</b>             | <b>\$ 101,992</b>      | <b>\$ (16,397)</b>      |



## General Fund - Police

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR       |                  |
|----------------------------------|------------------|------------------------|---------------------|--------------------------|------------------|------------------|
|                                  |                  |                        |                     |                          | Year to Date     | Variance         |
|                                  |                  |                        |                     |                          | Mar-22           | Fav (unfav)      |
| <b>Personal Services</b>         |                  |                        |                     |                          |                  |                  |
| Salaries                         | \$ 1,735,806     | \$ 880,115             | \$ 855,691          | 50.7%                    | \$ 797,758       | \$ (82,358)      |
| Paid Holidays                    | 53,992           | 32,246                 | 21,746              | 59.7%                    | 29,975           | (2,271)          |
| Payroll-Other                    | -                | 7,500                  | (7,500)             | n/a                      | -                | (7,500)          |
| Car Allowance                    | -                | 15,000                 | (15,000)            | n/a                      | -                | (15,000)         |
| Longevity Pay                    | -                | 7,000                  | (7,000)             | n/a                      | -                | (7,000)          |
| Overtime                         | 20,000           | 10,321                 | 9,679               | 51.6%                    | 16,918           | 6,597            |
| Overtime - Task Force            | 35,000           | 23,719                 | 11,281              | 67.8%                    | 13,026           | (10,692)         |
| Overtime - Oper. Stone Garden    | -                | 17,227                 | (17,227)            | n/a                      | -                | (17,227)         |
| Sick Leave Cash Out              | 31,000           | 23,444                 | 7,556               | 75.6%                    | 44,607           | 21,163           |
| Incentive                        | 17,680           | 9,960                  | 7,720               | 56.3%                    | 8,023            | (1,937)          |
| FICA                             | 144,851          | 78,481                 | 66,370              | 54.2%                    | 71,779           | (6,702)          |
| Florida Retirement System        | 479,233          | 244,043                | 235,190             | 50.9%                    | 208,307          | (35,735)         |
| Health and Life Insurance        | 484,931          | 217,669                | 267,262             | 44.9%                    | 201,064          | (16,605)         |
| Workers' Comp Insurance          | 50,075           | 22,460                 | 27,615              | 44.9%                    | 20,127           | (2,332)          |
| Tuition Reimbursement            | 2,250            | -                      | 2,250               | 0.0%                     | -                | -                |
| AD&D Insurance                   | 776              | 374                    | 403                 | 48.1%                    | 353              | (21)             |
| Unemployment Compensation        | 1,000            | -                      | 1,000               | 0.0%                     | -                | -                |
| <b>Total Personal Services</b>   | <b>3,056,594</b> | <b>1,589,558</b>       | <b>1,467,036</b>    | <b>52.0%</b>             | <b>1,411,938</b> | <b>(177,620)</b> |
| <b>Operating Expenses</b>        |                  |                        |                     |                          |                  |                  |
| Contracts - Other Services       | 27,870           | 14,064                 | 13,806              | 50.5%                    | 11,372           | (2,692)          |
| Town Attorney                    | 10,000           | -                      | 10,000              | 0.0%                     | -                | -                |
| Prof. Services - IT Services     | 7,000            | 5,411                  | 1,589               | 77.3%                    | 2,130            | (3,282)          |
| Telephone Services               | 4,100            | 1,655                  | 2,445               | 40.4%                    | 1,591            | (64)             |
| Mobile Phones                    | 4,140            | 1,890                  | 2,250               | 45.7%                    | 1,718            | (172)            |
| Postage                          | 1,000            | -                      | 1,000               | 0.0%                     | 70               | 70               |
| Electricity                      | 11,500           | 6,522                  | 4,978               | 56.7%                    | 4,987            | (1,535)          |
| Liability and Property Insurance | 24,511           | 11,227                 | 13,284              | 45.8%                    | 9,993            | (1,234)          |
| Building Repairs & Maintenance   | 10,000           | 4,473                  | 5,527               | 44.7%                    | 61               | (4,412)          |
| Radio Maintenance                | 2,100            | -                      | 2,100               | 0.0%                     | -                | -                |
| Auto Repairs and Maintenance     | 25,000           | 7,379                  | 17,621              | 29.5%                    | 7,285            | (95)             |
| Boat Repairs and Maintenance     | 50,000           | 6,147                  | 43,853              | 12.3%                    | 6,346            | 199              |
| ATV Repairs and Maintenance      | 1,500            | -                      | 1,500               | 0.0%                     | -                | -                |
| Rental - Vehicles                | 15,000           | 4,590                  | 10,410              | 30.6%                    | 4,621            | 31               |
| Vehicles - GPS                   | 1,364            | 389                    | 975                 | 28.5%                    | 389              | -                |
| Copier                           | 4,000            | 1,402                  | 2,598               | 35.0%                    | 1,384            | (17)             |
| Miscellaneous Services           | 5,000            | 20                     | 4,980               | 0.4%                     | 2,918            | 2,898            |
| Internet Service                 | 6,550            | 3,369                  | 3,181               | 51.4%                    | 3,379            | 11               |



## General Fund - Police

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                     | Annual<br>Budget    | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|---------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                     |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| Physical Examinations           | 2,500               | 231                    | 2,269               | 9.3%                     | 1,090                  | 859                     |
| Office Supplies                 | 3,000               | 493                    | 2,507               | 16.4%                    | 1,511                  | 1,018                   |
| Operating Supplies              | 10,000              | 8,765                  | 1,235               | 87.7%                    | 4,903                  | (3,862)                 |
| Fuel & Oil                      | 50,000              | 23,521                 | 26,479              | 47.0%                    | 20,433                 | (3,088)                 |
| Uniforms Supplies               | 15,000              | 7,475                  | 7,525               | 49.8%                    | 12,603                 | 5,128                   |
| Investigation Division          | 5,000               | 3,970                  | 1,030               | 79.4%                    | 391                    | (3,579)                 |
| Subscriptions and Memberships   | 3,000               | 3,679                  | (679)               | 122.6%                   | 2,263                  | (1,416)                 |
| Protective PPE                  | 2,500               | 240                    | 2,260               | 9.6%                     | -                      | (240)                   |
| Protective PPE (Facilities)     | 2,500               | -                      | 2,500               | 0.0%                     | 2,500                  | 2,500                   |
| Education / Training            | 20,000              | 8,505                  | 11,495              | 42.5%                    | 4,696                  | (3,809)                 |
| <b>Total Operating Expenses</b> | <b>324,135</b>      | <b>125,418</b>         | <b>198,717</b>      | <b>38.7%</b>             | <b>108,634</b>         | <b>(16,784)</b>         |
| <b>TOTAL POLICE</b>             | <b>\$ 3,380,729</b> | <b>\$ 1,714,976</b>    | <b>\$ 1,665,753</b> | <b>50.7%</b>             | <b>\$ 1,520,572</b>    | <b>\$ (194,404)</b>     |





## General Fund - Facility Services

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|----------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                  |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b>Personal Services</b>         |                  |                        |                     |                          |                        |                         |
| Salaries                         | \$ 52,790        | \$ 26,833              | \$ 25,957           | 50.8%                    | \$ 24,363              | \$ (2,470)              |
| Vacation Leave Cash Out          | 3,755            | -                      | 3,755               | 0.0%                     | -                      | -                       |
| Sick Leave Cash Out              | 2,000            | 1,624                  | 376                 | 81.2%                    | 1,934                  | 309                     |
| FICA                             | 4,480            | 2,154                  | 2,326               | 48.1%                    | 1,998                  | (156)                   |
| Florida Retirement System        | 10,889           | 5,284                  | 5,605               | 48.5%                    | 4,574                  | (711)                   |
| Health and Life Insurance        | 24,414           | 10,765                 | 13,649              | 44.1%                    | 10,385                 | (380)                   |
| Workers' Comp Insurance          | 1,912            | 868                    | 1,044               | 45.4%                    | 810                    | (58)                    |
| <b>Total Personal Services</b>   | <b>100,240</b>   | <b>47,528</b>          | <b>52,712</b>       | <b>47.4%</b>             | <b>44,064</b>          | <b>(3,464)</b>          |
| <b>Operating Expenses</b>        |                  |                        |                     |                          |                        |                         |
| Telephone Service                | 4,500            | 1,655                  | 2,845               | 36.8%                    | 1,591                  | (64)                    |
| Utility - Water                  | 7,050            | 3,414                  | 3,636               | 48.4%                    | 2,965                  | (449)                   |
| Electricity                      | 5,000            | 2,584                  | 2,416               | 51.7%                    | 2,142                  | (442)                   |
| Utility - Sewer                  | 900              | 367                    | 533                 | 40.8%                    | 358                    | (9)                     |
| Internet Service                 | 5,500            | 2,850                  | 2,650               | 51.8%                    | 2,567                  | (282)                   |
| Liability and Property Insurance | 22,363           | 10,946                 | 11,417              | 48.9%                    | 9,800                  | (1,146)                 |
| Pest Control - Building/Grounds  | 1,200            | 637                    | 563                 | 53.1%                    | 594                    | (43)                    |
| R&M - Equipment                  | 10,000           | 2,887                  | 7,113               | 28.9%                    | 507                    | (2,380)                 |
| R&M - Grounds                    | 5,000            | 4,730                  | 270                 | 94.6%                    | 2,358                  | (2,372)                 |
| Landscape Maintenance            | 10,000           | 2,522                  | 7,478               | 25.2%                    | 788                    | (1,734)                 |
| Town Hall Maint. / Repairs       | 20,000           | 7,050                  | 12,950              | 35.2%                    | 11,057                 | 4,007                   |
| Generator Maint. Contract        | 5,200            | 2,058                  | 3,142               | 39.6%                    | 2,218                  | 160                     |
| R&M - Bocce Court                | 7,500            | 2,995                  | 4,505               | 39.9%                    | -                      | (2,995)                 |
| Operating Supplies - General     | 3,500            | 568                    | 2,932               | 16.2%                    | 739                    | 171                     |
| Town Events                      | 25,000           | 22,140                 | 2,860               | 88.6%                    | 13,730                 | (8,411)                 |
| A/C Maintenance Contract         | 4,000            | -                      | 4,000               | 0.0%                     | 1,117                  | 1,117                   |
| <b>Total Operating Expenses</b>  | <b>136,713</b>   | <b>67,403</b>          | <b>69,310</b>       | <b>49.3%</b>             | <b>52,530</b>          | <b>(14,873)</b>         |



## General Fund - Other Departments

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                           | Annual Budget | Year to Date Actual | Amount Remaining | % of Annual Budget | PRIOR YEAR          |                      |
|---------------------------------------|---------------|---------------------|------------------|--------------------|---------------------|----------------------|
|                                       |               |                     |                  |                    | Year to Date Mar-22 | Variance Fav (unfav) |
| Finance                               |               |                     |                  |                    |                     |                      |
| Auditing Services                     | \$ 20,000     | \$ 2,644            | \$ 17,356        | 13.2%              | \$ -                | \$ (2,644)           |
| Accounting/Financial Services         | 100,418       | 50,209              | 50,209           | 50.0%              | 45,645              | (4,564)              |
| Investment Services                   | 10,340        | 4,667               | 5,673            | 45.1%              | 4,732               | 65                   |
| Total Finance Expense                 | 130,758       | 57,520              | 73,238           | 44.0%              | 50,377              | (7,144)              |
| Fire Rescue                           |               |                     |                  |                    |                     |                      |
| Fire Service Agreement                | 936,333       | 452,586             | 483,747          | 48.3%              | 425,606             | (26,980)             |
| Fire Service Agreement - Capital      | 41,118        | 41,118              | -                | 100.0%             | 41,118              | -                    |
| Total Fire Rescue Expense             | 977,451       | 493,704             | 483,747          | 50.5%              | 466,724             | (26,980)             |
| Solid Waste                           |               |                     |                  |                    |                     |                      |
| Contracts Services                    | 356,597       | 196,949             | 159,648          | 55.2%              | 170,341             | (26,608)             |
| Total Solid Waste Expense             | 356,597       | 196,949             | 159,648          | 55.2%              | 170,341             | (26,608)             |
| Beach Management                      |               |                     |                  |                    |                     |                      |
| Engineering – Deerfield Joint Project | 55,000        | 1,057               | 53,943           | 1.9%               | -                   | (1,057)              |
| Engineering – Legal Matters           | 10,000        | -                   | 10,000           | 0.0%               | -                   | -                    |
| Beach Salvage (Boat removal)          | 1,000         | 2,000               | (1,000)          | 200.0%             | -                   | (2,000)              |
| Buoys                                 | 5,000         | -                   | 5,000            | 0.0%               | -                   | -                    |
| Total Beach Management Expense        | 71,000        | 3,057               | 67,943           | 4.3%               | 720                 | (2,337)              |
| Charitable Donations                  |               |                     |                  |                    |                     |                      |
| Lighthouse Preservation Contrib.      | 2,500         | -                   | 2,500            | 0.0%               | 2,500               | 2,500                |
| Area Council on Aging Contrib.        | 3,981         | 3,981               | -                | 100.0%             | -                   | (3,981)              |
| Total Charitable Donations            | 6,481         | 3,981               | 2,500            | 61.4%              | 2,500               | (1,481)              |
| Contingency                           | 116,070       | -                   | 116,070          | 0.0%               | 5,119               | 5,119                |
| Total Expense before Transfer Out     | 1,658,357     | 755,211             | 903,146          |                    | 695,781             | (59,431)             |



## General Fund - Other Departments

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                            | Annual<br>Budget    | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|----------------------------------------|---------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                        |                     |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b>Transfer Out</b>                    |                     |                        |                     |                          |                        |                         |
| To P&Z and Code Enf. Fund              | 35,000              | 37,268                 | (2,268)             | 106.5%                   | 30,334                 | (6,934)                 |
| To General Fund CIP                    | 250,000             | 145,031                | 104,969             | 58.0%                    | 45,105                 | (99,926)                |
| <b>Total Transfer Out</b>              | <b>285,000</b>      | <b>182,299</b>         | <b>102,701</b>      | <b>64.0%</b>             | <b>75,439</b>          | <b>(106,860)</b>        |
| <b>TOTAL OTHER DEPARTMENTS</b>         | <b>\$ 1,943,357</b> | <b>\$ 937,510</b>      | <b>\$ 1,005,847</b> | <b>48.2%</b>             | <b>\$ 771,219</b>      | <b>\$ (166,291)</b>     |
| <b>TOTAL GENERAL FUND EXPENDITURES</b> | <b>\$ 6,253,089</b> | <b>\$ 3,087,238</b>    | <b>\$ 3,165,852</b> | <b>49.4%</b>             | <b>\$ 2,666,963</b>    | <b>\$ (420,275)</b>     |



## Notes to the Financial Statements - General Fund March 31, 2023

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 50% through March. 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                                                                                                                                                                                                                        |
|-------------------------------|---------------|------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Revenues</b>               |               |            |             |                                                                                                                                                                                                                                    |
| Other Miscellaneous Revenues  | 3,000         | 10,252     | 341.7%      | Copies of records, records requests, security detail, FL State Class Action Suit against autoparts vendors (\$1,645), misc funds from US Treasury (\$6,346) qualifying fees, no trespassing signs, Commissioner iPad purchase.     |
| <b>Expenditures</b>           |               |            |             |                                                                                                                                                                                                                                    |
| <b><u>Town Manager</u></b>    |               |            |             |                                                                                                                                                                                                                                    |
| ProfServ-Info Technology      | 9,100         | 9,557      | 105.0%      | Includes monthly server maintenance, endpoint mgmt, Office 365, replace ubiquiti switch, Kofax install, website update with new Commissioners and Mayor.                                                                           |
| ProfServ-Lobbyist             |               | 17,367     | N/A         | Lobbyist fee.                                                                                                                                                                                                                      |
| <b><u>Town Clerk</u></b>      |               |            |             |                                                                                                                                                                                                                                    |
| Temporary Labor               | 6,500         | 17,139     | 263.7%      | Staffing company help.                                                                                                                                                                                                             |
| Contracts - Other Services    | 7,000         | 2,132      | 30.5%       | Storage fees, Isolved benefits fees, Zoom calls, Constant Contact email marketing, KnowB4 Security, Laserfiche integration.                                                                                                        |
| Postage and Freight           | 2,500         | 1,660      | 66.4%       | Monthly postage for mailing checks, sign variance mailing.                                                                                                                                                                         |
| Office Supplies               | 5,900         | 5,099      | 86.4%       | Paper, cleaning supplies, batteries, water, onsite shred services, new welcome packets, food for Commission meetings.                                                                                                              |
| Resident Mailings             | 10,000        | 9,266      | 92.7%       | Mayor's newsletter, resident guides, information guides.                                                                                                                                                                           |
| <b><u>Police</u></b>          |               |            |             |                                                                                                                                                                                                                                    |
| Paid Holidays                 | 53,992        | 32,246     | 59.7%       | Paid for holidays.                                                                                                                                                                                                                 |
| Payroll-Other                 | -             | 7,500      | N/A         | Detective & Dispatcher incentive payout per PBA contract.                                                                                                                                                                          |
| Car Allowance                 | -             | 15,000     | N/A         | Officer's car allowance- new this year per PBA contract.                                                                                                                                                                           |
| Longevity Pay                 | -             | 7,000      | N/A         | Longevity pay per PBA contract.                                                                                                                                                                                                    |
| Overtime                      | 20,000        | 10,321     | 51.6%       | Staffing during vacations, sick time and special duty.                                                                                                                                                                             |
| Overtime - Task Force         | 35,000        | 23,719     | 67.8%       | DEA overtime.                                                                                                                                                                                                                      |
| Overtime - Oper Stone Garden  | -             | 17,227     | N/A         | Overtime for Operation Stone Garden project with Broward County Sheriff's Office.                                                                                                                                                  |
| Sick Leave Cash Out           | 31,000        | 23,444     | 75.6%       | Paid out annually in December.                                                                                                                                                                                                     |
| Prof. Services - IT Services  | 7,000         | 5,411      | 77.3%       | Office 365 apps, repair network connectivity, config laptops for accreditation, replace dispatch workstation, Webroot antivirus, update firewall whitelist, diagnose/repair screens & CAD system, battery backup, software repair. |
| Electricity                   | 11,500        | 6,522      | 56.7%       | Monthly electric charges from FPL.                                                                                                                                                                                                 |
| Internet Service              | 6,550         | 3,369      | 51.4%       | Monthly internet service with Comcast and Google.                                                                                                                                                                                  |
| Operating Supplies            | 10,000        | 8,765      | 87.7%       | Lockable cabinets for radio equipment, miscellaneous supplies, fuel tank leak detector system, hurricane food, coffee with a cop food, first aid kits, blood kits, drug test kits, evidence bags.                                  |
| Investigation Division        | 5,000         | 3,970      | 79.4%       | Laptop for detective, PowerPlus investigative system svc, drug disposal.                                                                                                                                                           |
| Subscriptions and Memberships | 3,000         | 3,679      | 122.6%      | Annual memberships for BCCPA, FPCA, FL MLUR, IACP, FBINAA, NIGPSEFL, Adobe.                                                                                                                                                        |



**Notes to the Financial Statements - General Fund  
March 31, 2023**

| Account Name                       | Annual<br>Budget | YTD<br>Actual | % of<br>Budget | Explanation                                                                                                                                                                                  |
|------------------------------------|------------------|---------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Expenditures (continued)</b>    |                  |               |                |                                                                                                                                                                                              |
| <b><u>Facility Services</u></b>    |                  |               |                |                                                                                                                                                                                              |
| Sick Leave Cash Out                | 2,000            | 1,624         | 81.2%          | Paid out annually in December.                                                                                                                                                               |
| Electricity                        | 5,000            | 2,584         | 51.7%          | Monthly electric charges from FPL.                                                                                                                                                           |
| Internet Service                   | 5,500            | 2,850         | 51.8%          | Monthly internet charges from Comcast, Google and HXC Hosting.                                                                                                                               |
| Pest Control - Bldg/Grounds        | 1,200            | 637           | 53.1%          | Monthly pest control service from Orkin for Town Hall and Police Dept.                                                                                                                       |
| R&M - Grounds                      | 5,000            | 4,730         | 94.6%          | Repair handicap push button on door, lettering on signage, chain saw for hurricanes, disconnect sign light.                                                                                  |
| Town Events                        | 25,000           | 22,140        | 88.6%          | Community shredding event, holiday lights, decorations & donation gifts, Mayor's event gift bags, Commissioner Baldassarre's event gifts, promotional pens, newly elected Commission photos. |
| <b><u>Fire Rescue</u></b>          |                  |               |                |                                                                                                                                                                                              |
| Fire Service Agreemnt - Capital    | 41,118           | 41,118        | 100.0%         | FY 2023 annual amount paid in full.                                                                                                                                                          |
| <b><u>Solid Waste</u></b>          |                  |               |                |                                                                                                                                                                                              |
| Contract Services                  | 356,597          | 196,949       | 55.2%          | Price increased more than anticipated.                                                                                                                                                       |
| <b><u>Beach Management</u></b>     |                  |               |                |                                                                                                                                                                                              |
| Beach Salvage (Boat Removal)       | 1,000            | 2,000         | 200.0%         | Remove and dispose of washed up boat 10/13/22.                                                                                                                                               |
| <b><u>Charitable Donations</u></b> |                  |               |                |                                                                                                                                                                                              |
| Area Council on Aging Contrib.     | 3,981            | 3,981         | 100.0%         | Paid in full for year.                                                                                                                                                                       |



**Statement of Revenues, Expenditures and Changes in Fund Balances  
Special Revenue Fund - Transportation (Community Bus)**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                 | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|-----------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                             |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>       |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>             |                  |                        |                     |                          |                        |                         |
| Local Option Gas Tax        | 34,289           | 16,884                 | 17,405              | 49.2%                    | 16,660                 | 225                     |
| County Transportation Grant | 81,900           | 31,875                 | 50,025              | 38.9%                    | 35,567                 | (3,692)                 |
| <b>Total Revenues</b>       | <b>116,189</b>   | <b>48,760</b>          | <b>67,429</b>       | <b>42.0%</b>             | <b>52,227</b>          | <b>(3,467)</b>          |
|                             |                  |                        |                     |                          |                        |                         |
| <b>TOTAL FUNDING</b>        | <b>116,189</b>   | <b>48,760</b>          | <b>67,429</b>       | <b>42.0%</b>             | <b>52,227</b>          | <b>(3,467)</b>          |

**EXPENDITURES**

|                           |                |               |                  |              |               |               |
|---------------------------|----------------|---------------|------------------|--------------|---------------|---------------|
| Contractual Services      | 81,900         | 31,964        | 49,936           | 39.0%        | 35,569        | 3,605         |
| Roadways - R&M            | 10,000         | -             | 10,000           | 0.0%         | 8,550         | 8,550         |
| Reserves - Future Use     | 24,289         | -             | 24,289           | 0.0%         | -             | -             |
| <b>TOTAL EXPENDITURES</b> | <b>116,189</b> | <b>31,964</b> | <b>\$ 84,225</b> | <b>27.5%</b> | <b>44,119</b> | <b>12,155</b> |

Total Funding over (under)

Expenditures

\$ - 16,795

\$ 8,108 \$ 8,688

**Fund Balance - Beginning**

84,548

**Fund Balance - Ending**

**\$ 101,344**





**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Special Revenue Fund - Marine Law Enforcement Grant**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                  | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                              |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>        |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>              |                  |                        |                     |                          |                        |                         |
| Marine Law Enforcement Grant | 37,280           | 22,447                 | 14,834              | 60.2%                    | 31,210                 | (8,763)                 |
| <b>Total Revenues</b>        | <b>37,280</b>    | <b>22,447</b>          | <b>14,834</b>       | <b>60.2%</b>             | <b>31,210</b>          | <b>(8,763)</b>          |
| <b>TOTAL FUNDING</b>         |                  |                        |                     |                          |                        |                         |
|                              | <b>37,280</b>    | <b>22,447</b>          | <b>14,834</b>       | <b>60.2%</b>             | <b>31,210</b>          | <b>(8,763)</b>          |
| <b><u>EXPENDITURES</u></b>   |                  |                        |                     |                          |                        |                         |
| Police Wages                 | 37,280           | 22,447                 | 14,834              | 60.2%                    | 31,210                 | 8,763                   |
| <b>TOTAL EXPENDITURES</b>    | <b>37,280</b>    | <b>22,447</b>          | <b>\$ 14,834</b>    | <b>60.2%</b>             | <b>31,210</b>          | <b>8,763</b>            |
|                              |                  |                        |                     |                          |                        |                         |
| 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 March 31, 2023

(50% Yr Complete)

| Description                     | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>           |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                 |                  |                        |                     |                          |                        |                         |
| Building Permit Fees            | 600,000          | 407,232                | 192,768             | 67.9%                    | 498,167                | (90,935)                |
| Building Admin Fees             | 5,000            | 4,640                  | 360                 | 92.8%                    | 1,625                  | 3,015                   |
| <b>Total Revenues</b>           | <b>605,000</b>   | <b>411,872</b>         | <b>193,128</b>      | <b>68.1%</b>             | <b>499,792</b>         | <b>(87,920)</b>         |
| <b><u>Other Sources</u></b>     |                  |                        |                     |                          |                        |                         |
| Use / (Add't) Fund Balance      | 50,000           | -                      | 50,000              | 0.0%                     | -                      | -                       |
| <b>Total Other Sources</b>      | <b>50,000</b>    | <b>-</b>               | <b>50,000</b>       | <b>0.0%</b>              | <b>-</b>               | <b>-</b>                |
| <b>TOTAL FUNDING</b>            |                  |                        |                     |                          |                        |                         |
|                                 | <b>655,000</b>   | <b>411,872</b>         | <b>243,128</b>      | <b>62.9%</b>             | <b>499,792</b>         | <b>(87,920)</b>         |
| <b><u>EXPENDITURES</u></b>      |                  |                        |                     |                          |                        |                         |
| <b>Building Permits</b>         |                  |                        |                     |                          |                        |                         |
| ProfServ-Building Permits - CGA | 565,000          | 346,392                | 218,608             | 61.3%                    | 432,317                | 85,924                  |
| ProfServ-Digitize Records       | 15,000           | -                      | 15,000              | 0.0%                     | -                      | -                       |
| Code Compliance                 | -                | 780                    | (780)               | n/a                      | -                      | (780)                   |
| Temporary Labor                 | 6,000            | -                      | 6,000               | 0.0%                     | -                      | -                       |
| Credit Card Processing Fees     | 19,000           | 10,623                 | 8,377               | 55.9%                    | 9,898                  | (724)                   |
| Building Room                   | 50,000           | -                      | 50,000              | 0.0%                     | -                      | -                       |
| <b>Total Building Permits</b>   | <b>655,000</b>   | <b>357,795</b>         | <b>297,205</b>      | <b>54.6%</b>             | <b>442,215</b>         | <b>84,420</b>           |
| <b>TOTAL EXPENDITURES</b>       |                  |                        |                     |                          |                        |                         |
|                                 | <b>655,000</b>   | <b>357,795</b>         | <b>\$ 297,205</b>   | <b>54.6%</b>             | <b>442,215</b>         | <b>84,420</b>           |
| Total Funding over (under)      |                  |                        |                     |                          |                        |                         |
| Expenditures                    | \$ -             | 54,077                 |                     |                          | \$ 57,577              | \$ (3,500)              |
| <b>Fund Balance - Beginning</b> |                  | 163,132                |                     |                          |                        |                         |
| <b>Fund Balance - Ending</b>    |                  | <b>\$ 217,210</b>      |                     |                          |                        |                         |



**Statement of Revenues, Expenditures and Changes in Fund Balances  
Special Revenue Fund - P&Z and Code Compliance**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                               | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|-------------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                           |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>                     |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                           |                  |                        |                     |                          |                        |                         |
| Planning & Zoning Fees                    | 35,000           | 9,750                  | 25,250              | 27.9%                    | 7,200                  | 2,550                   |
| Fire Fees                                 | 15,000           | 5,850                  | 9,150               | 39.0%                    | 2,550                  | 3,300                   |
| <b>Total Revenues</b>                     | <b>50,000</b>    | <b>15,600</b>          | <b>34,400</b>       | <b>31.2%</b>             | <b>9,750</b>           | <b>5,850</b>            |
| <b><u>Other Sources</u></b>               |                  |                        |                     |                          |                        |                         |
| Transfer In                               | 35,000           | 37,268                 | (2,268)             | 106.5%                   | 30,334                 | 6,934                   |
| <b>Total Other Sources</b>                | <b>35,000</b>    | <b>37,268</b>          | <b>(2,268)</b>      | <b>106.5%</b>            | <b>30,334</b>          | <b>6,934</b>            |
| <b>TOTAL FUNDING</b>                      | <b>85,000</b>    | <b>52,868</b>          | <b>32,132</b>       | <b>62.2%</b>             | <b>40,084</b>          | <b>12,784</b>           |
| <b><u>EXPENDITURES</u></b>                |                  |                        |                     |                          |                        |                         |
| <b>P&amp;Z and Code Compliance</b>        |                  |                        |                     |                          |                        |                         |
| ProfServ-Site Planning - CGA              | 30,000           | 43,909                 | (13,909)            | 146.4%                   | 9,182                  | (34,727)                |
| ProfServ-General Admin - CGA              | 25,000           | -                      | 25,000              | 0.0%                     | 15,300                 | 15,300                  |
| Flood Insurance Program (CRS)             | 5,000            | -                      | 5,000               | 0.0%                     | -                      | -                       |
| Code Compliance                           | 25,000           | 8,959                  | 16,041              | 35.8%                    | 15,603                 | 6,643                   |
| <b>Total P&amp;Z, and Code Compliance</b> | <b>85,000</b>    | <b>52,868</b>          | <b>32,132</b>       | <b>62.2%</b>             | <b>40,084</b>          | <b>(12,784)</b>         |
| <b>TOTAL EXPENDITURES</b>                 | <b>85,000</b>    | <b>52,868</b>          | <b>\$ 32,132</b>    | <b>62.2%</b>             | <b>40,084</b>          | <b>(12,784)</b>         |
|                                           |                  |                        |                     |                          |                        |                         |
| Total Funding over (under)                |                  |                        |                     |                          |                        |                         |
| Expenditures                              | \$ -             | -                      |                     |                          | \$ -                   | \$ -                    |
|                                           |                  |                        |                     |                          |                        |                         |
| <b>Fund Balance - Beginning</b>           |                  |                        | -                   |                          |                        |                         |
| <b>Fund Balance - Ending</b>              |                  | \$ -                   | -                   |                          |                        |                         |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Special Revenue Fund - Federal Forfeitures / Asset Sharing**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                         | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|-------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                     |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>               |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                     |                  |                        |                     |                          |                        |                         |
| Federal Forfeitures                 | -                | 86,810                 | (86,810)            | n/a                      | -                      | 86,810                  |
| Interest Income                     | -                | 2,378                  | (2,378)             | n/a                      | 106                    | 2,272                   |
| <b>Total Revenues</b>               | -                | <b>89,188</b>          | <b>(89,188)</b>     | <b>n/a</b>               | <b>106</b>             | <b>89,083</b>           |
| <b>TOTAL FUNDING</b>                |                  |                        |                     |                          |                        |                         |
|                                     | -                | <b>89,188</b>          | <b>(89,188)</b>     | <b>n/a</b>               | <b>106</b>             | <b>89,083</b>           |
| <b><u>EXPENDITURES</u></b>          |                  |                        |                     |                          |                        |                         |
| <b>Capital Outlay/ Other</b>        |                  |                        |                     |                          |                        |                         |
| Education / Training                | -                | 8,800                  | (8,800)             | n/a                      | 14,845                 | 6,045                   |
| Police Vehicles                     | -                | 80,797                 | (80,797)            | n/a                      | -                      | (80,797)                |
| Building Improvements               | -                | 46,400                 | (46,400)            | n/a                      | 4,399                  | (42,001)                |
| Police Equipment                    | -                | 35,909                 | (35,909)            | n/a                      | 24,228                 | (11,681)                |
| <b>Total Capital Outlay / Other</b> | -                | <b>171,906</b>         | <b>(171,906)</b>    | <b>n/a</b>               | <b>43,471</b>          | <b>(128,435)</b>        |
| <b>TOTAL EXPENDITURES</b>           | -                | <b>171,906</b>         | <b>\$ (171,906)</b> | <b>n/a</b>               | <b>43,471</b>          | <b>(128,435)</b>        |
| Total Funding over (under)          |                  |                        |                     |                          |                        |                         |
| Expenditures                        | \$               | -                      | (82,718)            |                          | \$                     | (43,366)                |
| \$ (39,352)                         |                  |                        |                     |                          |                        |                         |
| <b>Fund Balance - Beginning</b>     |                  | 597,631                |                     |                          |                        |                         |
| <b>Fund Balance - Ending</b>        |                  | <b>\$ 514,913</b>      |                     |                          |                        |                         |

\*Current available cash balance is \$481,005.



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Capital Projects Fund - (General Fund Improvements)**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                        | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                    |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>              |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                    |                  |                        |                     |                          |                        |                         |
| FEMA reimbursement                 | \$ 4,049,845     | \$ 10,406              | \$ 4,039,439        | 0.3%                     | \$ 151,842             | \$ (141,436)            |
| <b>Total Revenues</b>              | <b>4,049,845</b> | <b>10,406</b>          | <b>4,039,439</b>    | <b>0.3%</b>              | <b>151,842</b>         | <b>(141,436)</b>        |
| <b>Other Sources</b>               |                  |                        |                     |                          |                        |                         |
| Transfer From General Fund         | 250,000          | 145,031                | 104,969             | 58.0%                    | 45,105                 | 99,926                  |
| Loan Proceeds                      | 565,625          | -                      | 565,625             | 0.0%                     | -                      | -                       |
| <b>Total Other Sources</b>         | <b>815,625</b>   | <b>145,031</b>         | <b>670,594</b>      | <b>17.8%</b>             | <b>45,105</b>          | <b>99,926</b>           |
| <b>TOTAL FUNDING</b>               | <b>4,865,470</b> | <b>155,437</b>         | <b>4,710,033</b>    | <b>3.2%</b>              | <b>196,946</b>         | <b>(41,509)</b>         |
| <b><u>EXPENDITURES</u></b>         |                  |                        |                     |                          |                        |                         |
| <b>Beach Projects</b>              |                  |                        |                     |                          |                        |                         |
| Engineering – FY20 Project         | 75,000           | 42,433                 | 32,568              | 56.6%                    | 57,000                 | 14,568                  |
| Engineering – FY22 Project         | 225,000          | 65,585                 | 159,415             | 29.1%                    | 89,342                 | 23,757                  |
| Engineering – Qtrly Monitoring     | 10,000           | -                      | 10,000              | 0.0%                     | -                      | -                       |
| Construction – FY22 Project        | 4,300,000        | 16,999                 | 4,283,001           | 0.4%                     | -                      | (16,999)                |
| <b>Total Beach Project Expense</b> | <b>4,610,000</b> | <b>125,017</b>         | <b>4,484,983</b>    | <b>2.7%</b>              | <b>146,342</b>         | <b>21,325</b>           |
| <b>Miscellaneous</b>               |                  |                        |                     |                          |                        |                         |
| Beach Tilling / Scarp Removal      | 5,470            | -                      | 5,470               | 0.0%                     | 5,500                  | 5,500                   |
| Underground Utility Project        | 50,000           | 8,250                  | 41,750              | 16.5%                    | -                      | (8,250)                 |
| Police Cars / Equipment            | 100,000          | -                      | 100,000             | 0.0%                     | -                      | -                       |
| Comm. Chambers Upgrade             | 50,000           | 22,170                 | 27,830              | 44.3%                    | 45,105                 | 22,935                  |
| Boat Engines                       | 50,000           | -                      | 50,000              | 0.0%                     | -                      | -                       |
| <b>Total Misc. Expense</b>         | <b>255,470</b>   | <b>30,420</b>          | <b>225,050</b>      | <b>11.9%</b>             | <b>50,605</b>          | <b>20,185</b>           |
| <b>TOTAL EXPENDITURES</b>          | <b>4,865,470</b> | <b>155,437</b>         | <b>4,710,033</b>    | <b>3.2%</b>              | <b>196,946</b>         | <b>41,509</b>           |
|                                    |                  |                        |                     |                          |                        |                         |
| Total Funding over (under)         |                  |                        |                     |                          |                        |                         |
| Expenditures                       | \$ -             | -                      |                     |                          | \$ -                   | \$ (83,019)             |
| <b>Fund Balance - Beginning</b>    |                  |                        | -                   |                          |                        |                         |
| <b>Fund Balance - Ending</b>       |                  | \$ -                   |                     |                          |                        |                         |



**Statement of Revenues, Expenses and Changes in Net Assets  
Water Fund (Summary)**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                 | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|-----------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                             |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b>FUNDING</b>              |                  |                        |                     |                          |                        |                         |
| <b>Revenue</b>              |                  |                        |                     |                          |                        |                         |
| Water Service Revenue       | \$ 1,320,690     | \$ 697,068             | \$ 623,622          | 52.8%                    | \$ 605,499             | \$ 91,569               |
| Water Surcharge             | 346,700          | 173,569                | 173,131             | 50.1%                    | 173,445                | 124                     |
| Grant Revenue               | 425,000          | 67,146                 | 357,854             | 15.8%                    | 503,859                | (436,713)               |
| Other Miscellaneous Revenue | 64,312           | 24,885                 | 39,427              | 38.7%                    | 33,595                 | (8,710)                 |
| <b>Total Revenue</b>        | <b>2,156,702</b> | <b>962,669</b>         | <b>1,194,033</b>    | <b>44.6%</b>             | <b>1,316,399</b>       | <b>(353,730)</b>        |
| <b>Other Sources</b>        |                  |                        |                     |                          |                        |                         |
| Transfer In                 | 290,168          | 145,084                | 145,084             | 50.0%                    | 210,742                | (65,658)                |
| Use (Add to) Net Assets     | 60,750           | -                      | 60,750              | 0.0%                     | -                      | -                       |
| <b>Total Other Sources</b>  | <b>350,918</b>   | <b>145,084</b>         | <b>205,834</b>      | <b>41.3%</b>             | <b>210,742</b>         | <b>(65,658)</b>         |
| <b>TOTAL FUNDING</b>        | <b>2,507,620</b> | <b>1,107,753</b>       | <b>1,399,867</b>    | <b>44.2%</b>             | <b>1,527,140</b>       | <b>(419,388)</b>        |
| <b>EXPENSES</b>             |                  |                        |                     |                          |                        |                         |
| Personal Services           | 578,312          | 309,853                | 268,459             | 53.6%                    | 271,515                | (38,338)                |
| Operating Expenses          | 466,522          | 149,438                | 317,084             | 32.0%                    | 124,614                | (24,825)                |
| Debt Service Expenses       | 697,618          | 348,809                | 348,809             | 50.0%                    | 405,723                | 56,914                  |
| Capital Projects            | 360,000          | 225                    | 359,775             | 0.1%                     | 2,929                  | 2,704                   |
| Repair & Renewal            | 65,000           | 66,921                 | (1,921)             | 103.0%                   | 13,918                 | (53,003)                |
| Transfer Out                | 340,168          | 170,084                | 170,084             | 50.0%                    | 235,742                | 65,658                  |
| <b>TOTAL EXPENSES</b>       | <b>2,507,620</b> | <b>1,045,331</b>       | <b>1,462,289</b>    | <b>41.7%</b>             | <b>1,054,440</b>       | <b>9,110</b>            |
| Total Funding over (under)  |                  |                        |                     |                          |                        |                         |
| Expenses                    | \$ -             | \$ 62,422              |                     |                          | \$ 472,700             | \$ (428,497)            |
| Net Assets - Beginning      |                  |                        |                     |                          |                        |                         |
|                             |                  | 5,346,683              |                     |                          |                        |                         |
| Net Assets - Ending         |                  |                        |                     |                          |                        |                         |
|                             |                  | \$ 5,409,105           |                     |                          |                        |                         |





**Statement of Revenues, Expenses and Changes in Net Assets**  
**Water Fund (Operations)**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                        | Annual Budget    | Year to Date Actual | Amount Remaining | % of Annual Budget | PRIOR YEAR          |                      |
|------------------------------------|------------------|---------------------|------------------|--------------------|---------------------|----------------------|
|                                    |                  |                     |                  |                    | Year to Date Mar-22 | Variance Fav (unfav) |
| <b>FUNDING</b>                     |                  |                     |                  |                    |                     |                      |
| <b>Revenue</b>                     |                  |                     |                  |                    |                     |                      |
| <b>Water Service</b>               |                  |                     |                  |                    |                     |                      |
| Water-Base Rate                    | \$ 472,000       | \$ 236,130          | \$ 235,870       | 50.0%              | \$ 235,818          | \$ 312               |
| Water-Usage                        | 848,690          | 460,938             | 387,752          | 54.3%              | 369,681             | 91,257               |
| <b>Total Water Service Revenue</b> | <b>1,320,690</b> | <b>697,068</b>      | <b>623,622</b>   | <b>52.8%</b>       | <b>605,499</b>      | <b>91,569</b>        |
| <b>Other Revenue</b>               |                  |                     |                  |                    |                     |                      |
| Miscellaneous Revenues             | 7,500            | 4,000               | 3,500            | 53.3%              | 6,619               | (2,619)              |
| T-Mobile Cell Tower                | 35,812           | 17,885              | 17,927           | 49.9%              | 17,197              | 688                  |
| Hillsboro Inlet                    | 6,000            | 3,000               | 3,000            | 50.0%              | 3,000               | -                    |
| Interest                           | 20,000           | -                   | 20,000           | 0.0%               | 6,779               | (6,779)              |
| Net Incr (Decr) In FMV-Invest      | (5,000)          | -                   | (5,000)          | 0.0%               | -                   | -                    |
| <b>Total Other Revenue</b>         | <b>64,312</b>    | <b>24,885</b>       | <b>39,427</b>    | <b>38.7%</b>       | <b>33,595</b>       | <b>(8,710)</b>       |
| <b>TOTAL FUNDING</b>               | <b>1,385,002</b> | <b>721,954</b>      | <b>663,048</b>   | <b>52.1%</b>       | <b>639,094</b>      | <b>82,859</b>        |

**EXPENSES**

**Personal Services**

|                                |                |                |                |              |                |                 |
|--------------------------------|----------------|----------------|----------------|--------------|----------------|-----------------|
| Salaries                       | 372,190        | 188,475        | 183,715        | 50.6%        | 170,266        | (18,209)        |
| Overtime                       | 25,000         | 14,205         | 10,795         | 56.8%        | 11,087         | (3,118)         |
| Vacation Leave Cash Out        | 17,235         | 13,931         | 3,304          | 80.8%        | 16,813         | 2,882           |
| Sick Leave Cash Out            | 5,745          | 13,320         | (7,575)        | 231.9%       | 5,736          | (7,584)         |
| FICA                           | 30,824         | 17,299         | 13,525         | 56.1%        | 15,372         | (1,928)         |
| Florida Retirement System      | 50,042         | 27,385         | 22,657         | 54.7%        | 20,233         | (7,153)         |
| Health and Life Insurance      | 64,363         | 29,625         | 34,738         | 46.0%        | 26,833         | (2,792)         |
| Workers' Comp Insurance        | 12,413         | 5,611          | 6,802          | 45.2%        | 5,176          | (436)           |
| Unemployment Compensation      | 500            | -              | 500            | 0.0%         | -              | -               |
| <b>Total Personal Services</b> | <b>578,312</b> | <b>309,853</b> | <b>268,459</b> | <b>53.6%</b> | <b>271,515</b> | <b>(38,338)</b> |

**Operating Expenses**

|                                  |        |        |        |       |        |         |
|----------------------------------|--------|--------|--------|-------|--------|---------|
| Auditing Services                | 16,500 | 1,356  | 15,144 | 8.2%  | -      | (1,356) |
| Contracts - Other Services       | 750    | -      | 750    | 0.0%  | -      | -       |
| Postage and Freight              | 1,000  | -      | 1,000  | 0.0%  | -      | -       |
| Telephone Service                | 7,800  | 4,175  | 3,625  | 53.5% | 3,890  | (286)   |
| Electricity                      | 58,750 | 29,169 | 29,581 | 49.6% | 28,782 | (387)   |
| Liability and Property Insurance | 51,329 | 24,005 | 27,324 | 46.8% | 21,414 | (2,591) |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Water Fund (Operations)**

For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                           | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                       |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| Maint - Distribution System           | 7,500            | 2,338                  | 5,162               | 31.2%                    | 374                    | (1,964)                 |
| Maint - Bldgs / Grounds               | 15,000           | 9,469                  | 5,531               | 63.1%                    | 4,206                  | (5,263)                 |
| Maint - SCADA System                  | 10,000           | -                      | 10,000              | 0.0%                     | -                      | -                       |
| Repair & Maint - Equipment            | 32,000           | 21,434                 | 10,566              | 67.0%                    | 5,190                  | (16,244)                |
| Tools and Equipment                   | 1,000            | 28                     | 972                 | 2.8%                     | 601                    | 572                     |
| Advertising                           | 1,000            | -                      | 1,000               | 0.0%                     | -                      | -                       |
| Licenses & Permits                    | 5,400            | 495                    | 4,905               | 9.2%                     | 717                    | 222                     |
| Office Supplies                       | 1,500            | 105                    | 1,395               | 7.0%                     | 323                    | 218                     |
| Computer Expense                      | 6,500            | 3,794                  | 2,706               | 58.4%                    | 4,396                  | 602                     |
| Uniform Supplies                      | 6,000            | 3,227                  | 2,773               | 53.8%                    | 3,405                  | 178                     |
| Fuel and Oil                          | 6,500            | 2,193                  | 4,307               | 33.7%                    | 2,597                  | 404                     |
| Sand Change                           | 10,000           | 6,308                  | 3,692               | 63.1%                    | 453                    | (5,855)                 |
| Filter Sand Excavation                | 17,500           | -                      | 17,500              | 0.0%                     | -                      | -                       |
| Chemicals - Water Treatment           | 85,000           | 38,688                 | 46,312              | 45.5%                    | 44,045                 | 5,357                   |
| Lab Test Analysis & Supplies          | 9,000            | 2,528                  | 6,472               | 28.1%                    | 4,117                  | 1,588                   |
| Subscriptions and Memberships         | 2,645            | 126                    | 2,519               | 4.8%                     | 105                    | (21)                    |
| Contingency                           | 113,848          | -                      | 113,848             | 0.0%                     | -                      | -                       |
| <b>Total Operating Expenses</b>       | <b>466,522</b>   | <b>149,438</b>         | <b>317,084</b>      | <b>32.0%</b>             | <b>124,614</b>         | <b>(24,825)</b>         |
| <b>Total Exp. Before Transfer Out</b> | <b>1,044,834</b> | <b>459,291</b>         | <b>585,543</b>      | <b>44.0%</b>             | <b>396,129</b>         | <b>(63,162)</b>         |
| <b>Transfer Out</b>                   |                  |                        |                     |                          |                        |                         |
| General Fund                          | 50,000           | 25,000                 | 25,000              | 50.0%                    | 25,000                 | -                       |
| Water Debt Service Fund               | 290,168          | 145,084                | 145,084             | 50.0%                    | 201,998                | 56,914                  |
| Water CIP Fund                        | -                | -                      | -                   | n/a                      | 8,744                  | 8,744                   |
| <b>Total Transfer Out</b>             | <b>340,168</b>   | <b>170,084</b>         | <b>170,084</b>      | <b>50.0%</b>             | <b>235,742</b>         | <b>65,658</b>           |
| <b>TOTAL EXPENSES</b>                 | <b>1,385,002</b> | <b>629,375</b>         | <b>755,627</b>      | <b>45.4%</b>             | <b>631,871</b>         | <b>2,495</b>            |
| Total Funding over (under)            |                  |                        |                     |                          |                        |                         |
| Expenses                              | \$ -             | 92,578                 |                     |                          | \$ 7,224               | \$ 85,355               |
| <b>Net Assets - Beginning</b>         |                  | 3,004,449              |                     |                          |                        |                         |
| <b>Net Assets - Ending</b>            |                  | <b>\$ 3,097,028</b>    |                     |                          |                        |                         |



## Notes to the Financial Statements - Water Fund March 31, 2023

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 50% through March. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

### Variance Analysis

| Account Name                     | Annual Budget | YTD Actual | % of Budget | Explanation                                                                                                                                                                                                                                                                             |
|----------------------------------|---------------|------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Operations Fund</b>           |               |            |             |                                                                                                                                                                                                                                                                                         |
| <b>Revenues</b>                  |               |            |             |                                                                                                                                                                                                                                                                                         |
| Miscellaneous Revenues           | 7,500         | 4,000      | 53.3%       | Monthly revenue from late charges.                                                                                                                                                                                                                                                      |
| <b>Expenses</b>                  |               |            |             |                                                                                                                                                                                                                                                                                         |
| <b><u>Personal Services</u></b>  |               |            |             |                                                                                                                                                                                                                                                                                         |
| Vacation Leave Cash Out          | 17,235        | 13,931     | 80.8%       | Paid out annually in December.                                                                                                                                                                                                                                                          |
| Sick Leave Cash Out              | 5,745         | 13,320     | 231.9%      | Paid out annually in December.                                                                                                                                                                                                                                                          |
| <b><u>Operating Expenses</u></b> |               |            |             |                                                                                                                                                                                                                                                                                         |
| Telephone Service                | 7,800         | 4,175      | 53.5%       | Phone, internet, SCADA, modem and cell phone service with Comcast and Verizon.                                                                                                                                                                                                          |
| Maint - Bldgs / Grounds          | 15,000        | 9,469      | 63.1%       | Monthly landscaping, fire extinguishers certification, limestone for road to sand pit for dump trucks, repair irrigation control panel & multiple electric valves.                                                                                                                      |
| Repair & Maint - Equipment       | 32,000        | 21,434     | 67.0%       | Miscellaneous repair parts, check valve rebuild kits for plant high service pumps, replace filter dust bags, replace spacer that mounts the motor wih gearbox, ss valve for additional lime slurry injection kit, forklift rental for spiractor sand unload, replace blower #2 filters. |
| Computer Expense                 | 6,500         | 3,794      | 58.4%       | Monthly Google expense, annual Quikwaters charge.                                                                                                                                                                                                                                       |
| Uniform Supplies                 | 6,000         | 3,227      | 53.8%       | Monthly uniform services, work boots, safety equipment.                                                                                                                                                                                                                                 |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Water Debt Service Fund - (State Revolving Loans)**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|--------------------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                                  |                  |                        |                     |                          | Year to Date<br>Mar-22 | Variance<br>Fav (unfav) |
| <b>FUNDING</b>                                   |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                                  |                  |                        |                     |                          |                        |                         |
| Water Surcharge                                  | \$ 346,700       | \$ 173,569             | \$ 173,131          | 50.1%                    | \$ 173,445             | \$ 124                  |
| <b>Total Revenues</b>                            | <b>346,700</b>   | <b>173,569</b>         | <b>173,131</b>      | <b>50.1%</b>             | <b>173,445</b>         | <b>124</b>              |
| <b>Other Sources</b>                             |                  |                        |                     |                          |                        |                         |
| Operating Transfers-In                           | 290,168          | 145,084                | 145,084             | 50.0%                    | 201,998                | (56,914)                |
| Use of Fund Balance                              | 60,750           | -                      | 60,750              | 0.0%                     | -                      | -                       |
| <b>Total Other Sources</b>                       | <b>350,918</b>   | <b>145,084</b>         | <b>205,834</b>      | <b>41.3%</b>             | <b>201,998</b>         | <b>(56,914)</b>         |
| <b>TOTAL FUNDING</b>                             | <b>697,618</b>   | <b>318,653</b>         | <b>378,965</b>      | <b>45.7%</b>             | <b>375,443</b>         | <b>(56,790)</b>         |
| <b>EXPENSES</b>                                  |                  |                        |                     |                          |                        |                         |
| <b>Debt Service Expenses</b>                     |                  |                        |                     |                          |                        |                         |
| <i>State Revolving Loan - Water Plant</i>        |                  |                        |                     |                          |                        |                         |
| Principal Debt Retirement                        | 224,055          | 111,354                | 112,701             | 49.7%                    | 164,940                | 53,587                  |
| Interest Expense                                 | 66,113           | 33,730                 | 32,383              | 51.0%                    | 37,058                 | 3,327                   |
| <i>State Revolving Loan - Water Main Project</i> |                  |                        |                     |                          |                        |                         |
| Principal Debt Retirement                        | 341,294          | 178,425                | 162,869             | 52.3%                    | 171,543                | (6,881)                 |
| Interest Expense                                 | 66,156           | 25,300                 | 40,856              | 38.2%                    | 32,182                 | 6,881                   |
| <b>Total Debt Services Expenses</b>              | <b>697,618</b>   | <b>348,809</b>         | <b>348,809</b>      | <b>50.0%</b>             | <b>405,723</b>         | <b>56,914</b>           |
| <b>TOTAL EXPENSES</b>                            | <b>697,618</b>   | <b>348,809</b>         | <b>348,809</b>      | <b>50.0%</b>             | <b>405,723</b>         | <b>56,914</b>           |
|                                                  |                  |                        |                     |                          |                        |                         |
| Total Funding over (under)                       |                  |                        |                     |                          |                        |                         |
| Expenses                                         | \$ -             | (30,156)               |                     |                          | \$ (30,280)            | \$ 123                  |
|                                                  |                  |                        |                     |                          |                        |                         |
| <b>Net Assets - Beginning</b>                    |                  | 1,499,835              |                     |                          |                        |                         |
| <b>Net Assets - Ending</b>                       |                  | <b>\$ 1,469,679</b>    |                     |                          |                        |                         |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Capital Projects Fund - (Water Fund Improvements)**  
For the Period Ending March 31, 2023

(50% Yr Complete)

| Description                   | Annual Budget  | Year to Date Actual | Amount Remaining | % of Annual Budget | PRIOR YEAR          |                      |
|-------------------------------|----------------|---------------------|------------------|--------------------|---------------------|----------------------|
|                               |                |                     |                  |                    | Year to Date Mar-22 | Variance Fav (unfav) |
| <b>FUNDING</b>                |                |                     |                  |                    |                     |                      |
| <b>Revenues</b>               |                |                     |                  |                    |                     |                      |
| Grant Revenue                 | \$ 425,000     | 67,146              | 357,854          | 15.8%              | 503,859             | (436,713)            |
| <b>Total Revenues</b>         | <b>425,000</b> | <b>67,146</b>       | <b>357,854</b>   | <b>15.8%</b>       | <b>503,859</b>      | <b>(436,713)</b>     |
| <b>Other Sources</b>          |                |                     |                  |                    |                     |                      |
| Interfund Transfer - In       | -              | -                   | -                | n/a                | 8,744               | (8,744)              |
| <b>Total Other Sources</b>    | <b>-</b>       | <b>-</b>            | <b>-</b>         | <b>n/a</b>         | <b>8,744</b>        | <b>(8,744)</b>       |
| <b>TOTAL FUNDING</b>          | <b>425,000</b> | <b>67,146</b>       | <b>357,854</b>   | <b>15.8%</b>       | <b>512,603</b>      | <b>(445,456)</b>     |
| <b>EXPENSES</b>               |                |                     |                  |                    |                     |                      |
| <b>Plant Project</b>          |                |                     |                  |                    |                     |                      |
| Well Rehabilitation           | 180,000        | -                   | 180,000          | 0.0%               | -                   | -                    |
| Storage Tank                  | 150,000        | -                   | 150,000          | 0.0%               | -                   | -                    |
| <b>Total Plant Project</b>    | <b>330,000</b> | <b>-</b>            | <b>330,000</b>   | <b>0.0%</b>        | <b>-</b>            | <b>-</b>             |
| <b>Other Expenses</b>         |                |                     |                  |                    |                     |                      |
| Repair & Renewal              | 65,000         | 66,921              | (1,921)          | 103.0%             | 13,918              | (53,003)             |
| A1A Design / Relocation       | -              | 225                 | (225)            | n/a                | 2,929               | 2,704                |
| Perimeter Fence               | 30,000         | -                   | 30,000           | 0.0%               | -                   | -                    |
| <b>Total Other Expenses</b>   | <b>95,000</b>  | <b>67,146</b>       | <b>27,854</b>    | <b>70.7%</b>       | <b>16,847</b>       | <b>(50,299)</b>      |
| <b>TOTAL EXPENSES</b>         | <b>425,000</b> | <b>67,146</b>       | <b>357,854</b>   | <b>15.8%</b>       | <b>16,847</b>       | <b>(50,299)</b>      |
| Total Funding over (under)    |                |                     |                  |                    |                     |                      |
| Expenses                      | \$ -           | -                   |                  |                    | \$ 495,756          | \$ (495,756)         |
| <b>Net Assets - Beginning</b> |                | 842,399             |                  |                    |                     |                      |
| <b>Net Assets - Ending</b>    |                | <b>\$ 842,399</b>   |                  |                    |                     |                      |

## **Town of Hillsboro Beach**

Supporting Schedules

March 31, 2023





**Cash and Investment Balances  
March 31, 2023**

| <u>ACCOUNT NAME</u>  | <u>BANK NAME</u> | <u>YIELD</u> | <u>BALANCE</u>             | <u>NOTES</u>                                                                                                                                 |
|----------------------|------------------|--------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Checking Account     | BankUnited       | 0.00%        | \$839,928                  | 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       | 3.50%        | \$4,474,182                | Excess cash from General & Water Funds.                                                                                                      |
| Money Market Account | BankUnited       | 3.50%        | \$828,355                  | (1) Reserve for both SRL Loans.                                                                                                              |
| Money Market Account | BankUnited       | 3.50%        | \$481,005                  | (2) Federal Forfeitures/Asset sharing.                                                                                                       |
| State Board Account  | Florida Prime    | 4.84%        | \$444,297                  | Excess cash from the General Fund.                                                                                                           |
| Investment Account   | Truist           | 3.01%        | \$3,462,449                | See Investment Report for further details.                                                                                                   |
|                      |                  |              | <b>TOTAL</b>               |                                                                                                                                              |
|                      |                  |              | <u><u>\$10,530,215</u></u> |                                                                                                                                              |

**Footnotes:**

- (1) Restricted funds for State Revolving Loans.  
(2) Restricted funds for Federal Forfeiture/Asset sharing.



# Investment Portfolio

## Trades Settled as of 03/31/23

| Posting Date | CUSIP #   | Description          | Rating | Maturity Date | Par Value        | Tax Cost Basis   | Premium / Discount | Market Value     | Accrued Interest | Annual Income  | Yield at Market |
|--------------|-----------|----------------------|--------|---------------|------------------|------------------|--------------------|------------------|------------------|----------------|-----------------|
|              |           | CASH INCOME          |        |               | 2,814            | 2,814            | -                  | 2,814            | -                | -              | 0.00%           |
|              | SA0000560 | DEPOSIT ACCT-RIS     |        |               | 73,872           | 73,872           | -                  | 73,872           | 809              | 3,317          | 4.49%           |
|              |           | <b>Subtotal</b>      |        |               | <b>76,686</b>    | <b>76,686</b>    | <b>-</b>           | <b>76,686</b>    | <b>809</b>       | <b>3,317</b>   | <b>4.49%</b>    |
| 03/21/23     | 037833BY5 | APPLE INC            | AAA    | 02/23/26      | 60,000           | 58,202           | (1,798)            | 58,697           | 163              | 1,950          | 3.32%           |
| 08/17/21     | 3130ANE48 | FHLB                 | AAA    | 08/17/26      | 200,000          | 200,000          | -                  | 180,898          | -                | 2,000          | 1.11%           |
| 10/17/22     | 3130ATG35 | FHLB                 | AAA    | 10/17/25      | 200,000          | 200,000          | -                  | 199,006          | 239              | 10,000         | 5.02%           |
| 12/28/22     | 3130ATZA8 | FHLB                 | AAA    | 12/22/27      | 150,000          | 150,000          | -                  | 149,709          | -                | 8,700          | 5.81%           |
| 08/26/20     | 3133EL3P7 | FFCB                 | AAA    | 08/12/25      | 250,000          | 249,750          | (250)              | 230,113          | 55               | 1,325          | 0.58%           |
| 12/30/22     | 3134GVYP7 | FHLMC MTN            | AAA    | 05/27/25      | 210,000          | 209,003          | (998)              | 194,166          | 79               | 1,050          | 0.54%           |
| 11/30/22     | 3134GX7G3 | FHLMC MTN            | AAA    | 11/26/27      | 200,000          | 200,000          | -                  | 199,520          | -                | 11,500         | 5.76%           |
| 12/30/22     | 3134GY5Z1 | FHLMC MTN V-A        | AAA    | 12/29/27      | 150,000          | 150,000          | -                  | 149,687          | -                | 7,500          | 5.01%           |
| 12/30/22     | 3134GYBV3 | FHLMC MTN            | AAA    | 12/30/27      | 150,000          | 149,817          | (183)              | 149,588          | -                | 6,938          | 4.64%           |
| 10/28/20     | 3136G45H2 | FNMA                 | AAA    | 10/29/25      | 55,000           | 54,945           | (55)               | 50,321           | -                | 275            | 0.55%           |
| 09/16/20     | 341271AD6 | FLORIDA ST BRD       | AA3    | 07/01/25      | 185,000          | 185,000          | -                  | 172,015          | 228              | 2,327          | 1.35%           |
| 09/16/20     | 341271AD6 | FLORIDA ST BRD       | AA3    | 07/01/25      | 40,000           | 40,031           | 31                 | 37,192           | -                | 503            | 1.35%           |
| 03/21/23     | 341271AE4 | FLORIDA ST BRD       | AA3    | 07/01/27      | 125,000          | 111,588          | -                  | 111,446          | 485              | 2,131          | 1.91%           |
| 03/21/23     | 392274M60 | GTR ORLANDO FL AVIA  | AA3    | 07/01/25      | 200,000          | 184,434          | -                  | 185,532          | 2,601            | 5,444          | 2.93%           |
| 05/21/20     | 43232VVH1 | HILLSBOROUGH CNTY FL | A2     | 07/01/25      | 200,000          | 200,000          | -                  | 189,428          | -                | 3,830          | 2.02%           |
| 12/31/18     | 54289SBG1 | LONGBOAT KEY FL SPL  | AA+    | 08/01/24      | 55,000           | 54,537           | (463)              | 54,677           | -                | 2,200          | 4.02%           |
| 08/05/20     | 593561BE2 | MIAMI GARDENS FL     | AA3    | 07/01/25      | 125,000          | 125,000          | -                  | 116,088          | -                | 1,674          | 1.44%           |
| 01/17/20     | 661046BV3 | N MIAMI BEACH FL     | A+     | 08/01/24      | 160,000          | 160,000          | -                  | 154,230          | -                | 3,234          | 2.10%           |
| 03/01/22     | 740189AM7 | PRECISION CASTPARTS  | AA2    | 06/15/25      | 50,000           | 51,214           | 1,214              | 48,794           | 343              | 1,625          | 3.33%           |
| 02/27/20     | 758449RV6 | REEDY CREEK FL IMPT  | AA3    | 06/01/24      | 150,000          | 150,000          | -                  | 144,621          | -                | 2,504          | 1.73%           |
| 08/11/22     | 912796XY0 | U.S. TREASURY BILLS  |        | 08/10/23      | 200,000          | 193,819          | (6,181)            | 193,819          | -                | 6,539          | 3.37%           |
| 02/03/22     | 91282CDE8 | U.S. TREASURY NOTES  | AAA    | 10/31/23      | 300,000          | 300,525          | 525                | 299,937          | 4                | 14,130         | 4.71%           |
|              |           | <b>Subtotal</b>      |        |               | <b>3,415,000</b> | <b>3,377,863</b> | <b>(8,158)</b>     | <b>3,269,482</b> | <b>4,197</b>     | <b>97,378</b>  | <b>2.97%</b>    |
|              |           | <b>Total</b>         |        |               | <b>3,491,686</b> | <b>3,454,550</b> | <b>(8,158)</b>     | <b>3,346,168</b> | <b>5,006</b>     | <b>100,695</b> | <b>3.01%</b>    |



## Ridership Summary

March 31, 2023

### Daily Passengers:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
|        |         | 33        |          | 40     |          |
| 38     |         | 39        |          | 39     |          |
| 39     |         | 41        |          | 40     |          |
| 41     |         | 41        |          | 39     |          |
| 39     |         | 37        |          | 41     |          |
|        |         |           |          |        |          |

**Total Monthly Passengers:**

**547**

### Daily Revenue Miles:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
|        |         | 89.00     |          | 101.00 |          |
| 100.00 |         | 100.00    |          | 96.00  |          |
| 101.00 |         | 101.00    |          | 101.00 |          |
| 101.00 |         | 101.00    |          | 101.00 |          |
| 102.00 |         | 90.00     |          | 100.00 |          |
|        |         |           |          |        |          |

**Total Monthly Revenue Miles:**

**1384.0**

**Total Scheduled Revenue Miles**

**1523.7**

**Total Vehicle Hours**

**133.4**

**Total Revenue Hours**

**121.6**

**Service Days**

**14**

**Missed Service in Minutes**

**120**

**Passengers per revenue hour**

**4.5**

**Total Monthly Vehicle Miles:**

**1,713.0**



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Building Department

Presented by Steve Mitchell, Building Official, CG&A

**Submitting Dept:** Town Clerk, Sherry Henderson, Town Clerk

**Agenda Date:** May 2, 2023

### 1. BACKGROUND/HISTORY

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

**ATTACHMENTS:**

1. MARCH 2023 MEMO
2. MAR 2023 CommissionReport



1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## **TOWN OF HILLSBORO BEACH**

Phone: (954) 427-4011  
Fax: (954) 427-4834

TO: Mayor Irene Kirdahy and Commission  
FROM: Steve Mitchell, Building Official  
DATE: April 13, 2023  
SUBJECT: March 2023 - Building Department Report

The building department activity continues to be driven by condo renovations, with strong activity in plan review and inspection. Single-family homes are continuing with inspections, and plan review is complete for most.

The Related Group Sales Center is continuing to move forward, with notable progress on the site and building exterior. The plans for the residential tower have not yet been submitted, reportedly due to some design delays. Initial plans are still expected sometime this Spring.

Since our discussion of the Building Safety Program (25/30/40-year inspections) last month, at least one additional property has completed the process, and several others are very close to full compliance. Repairs in the common areas continue at Opal Towers West.

Respectfully Submitted,

### **Steven Mitchell**

Building Official | Chief Electrical Inspector  
Building Code Services | Town of Hillsboro Beach

### **Calvin, Giordano & Associates, Inc.**



1210 Hillsboro Mile | Hillsboro Beach FL 33062  
Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057  
*Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie*

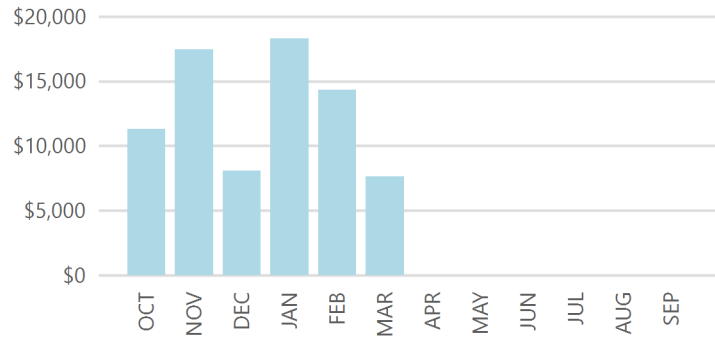


**Town of Hillsboro Beach  
Building Department  
Summary Report**

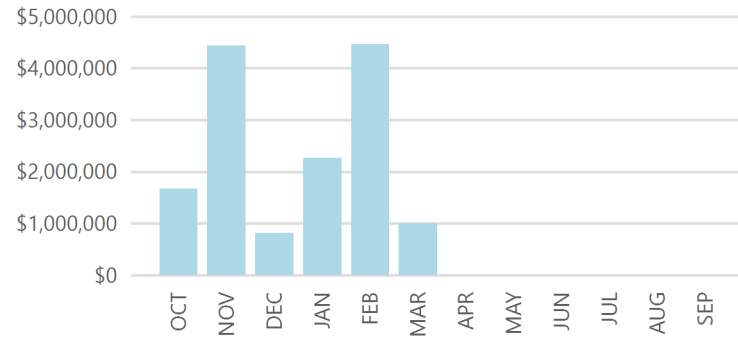
**Start Date: 3/1/2023  
End Date: 3/31/2023**

|                      | Oct         | Nov         | Dec       | Jan         | Feb         | Mar         | Apr | May | Jun | Jul | Aug |
|----------------------|-------------|-------------|-----------|-------------|-------------|-------------|-----|-----|-----|-----|-----|
| Construction Value   | \$1,673,036 | \$4,444,172 | \$812,472 | \$2,273,788 | \$4,461,846 | \$1,000,895 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Building Permit Fees | \$47,224    | \$93,429    | \$31,897  | \$113,906   | \$79,655    | \$39,925    | \$0 | \$0 | \$0 | \$0 | \$0 |
| Fire & Zoning Fees   | \$4,200     | \$3,450     | \$3,300   | \$1,200     | \$2,400     | \$1,650     | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Revenue        | \$51,424    | \$96,879    | \$35,197  | \$115,106   | \$82,055    | \$41,575    | \$0 | \$0 | \$0 | \$0 | \$0 |
| CGA Expense          | \$40,141    | \$79,415    | \$27,112  | \$96,820    | \$67,706    | \$33,936    | \$0 | \$0 | \$0 | \$0 | \$0 |
| Town Revenue         | \$11,284    | \$17,464    | \$8,085   | \$18,286    | \$14,348    | \$7,639     | \$0 | \$0 | \$0 | \$0 | \$0 |

Net Revenue



Construction Value



| Sep | YTD          |
|-----|--------------|
| \$0 | \$14,666,209 |
| \$0 | \$406,035    |
| \$0 | \$16,200     |
| \$0 | \$422,235    |
| \$0 | \$345,130    |
| \$0 | \$77,105     |





**Town of Hillsboro Beach  
Building Department  
Finance Report**

**Start Date: 3/1/2023  
End Date: 3/31/2023**

|     | Permit Fees  | Town Revenue | Fire Fees  | Zoning Fees | Admin Fees | CGA Revenue | BORA       | DBPR       | DCA        |
|-----|--------------|--------------|------------|-------------|------------|-------------|------------|------------|------------|
| MTD | \$39,924.76  | \$5,988.71   | \$0.00     | \$1,650.00  | \$150.00   | \$33,936.05 | \$583.76   | \$474.25   | \$348.64   |
| YTD | \$406,035.07 | \$60,905.26  | \$6,000.00 | \$10,200.00 | \$2,325.00 | 345,129.81  | \$7,955.12 | \$6,281.60 | \$4,323.30 |



**Town of Hillsboro Beach  
Building Department  
Permit Report**

**Start Date: 3/1/2023  
End Date: 3/31/2023**

| Permit Type                               | # Issued | Building Permit Fees |
|-------------------------------------------|----------|----------------------|
| 40 YEAR INSPECTION                        | 2        | 700.00               |
| COMMERCIAL ALTERATION                     | 1        | 190.00               |
| COMMERCIAL BUILDING NEW                   | 1        | 475.00               |
| COMMERCIAL CONCRETE RESTORATION           | 2        | 190.00               |
| COMMERCIAL ELECTRICAL MISCELLANEOUS       | 2        | 368.80               |
| COMMERCIAL FIRE ALARM                     | 1        | 25.00                |
| COMMERCIAL IRRIGATION SYSTEM/SPRINKLERS   | 1        | 927.50               |
| COMMERCIAL LOW VOLTAGE                    | 1        | 720.45               |
| COMMERCIAL NEW ROOF                       | 1        | 1,825.85             |
| COMMERCIAL PAVING/DRIVEWAY/ WALKWAY/PATIO | 1        | 316.67               |
| COMMERCIAL RE-ROOF                        | 5        | 2,313.50             |
| COMMERCIAL SERVICE CHANGE/REPAIR          | 1        | 250.00               |
| COMMERCIAL WATER FOUNTAIN/WATER FEATURE   | 1        | 800.00               |
| COMMERCIAL WINDOWS/DOORS                  | 4        | 1,950.40             |
| RESIDENTIAL A/C CHANGE OUT                | 10       | 1,672.54             |
| RESIDENTIAL ADDITION                      | 1        | 95.00                |
| RESIDENTIAL ALTERATION                    | 15       | 14,141.09            |
| RESIDENTIAL ELECTRICAL MISCELLANEOUS      | 2        | 220.00               |
| RESIDENTIAL LOW VOLTAGE                   | 1        | 125.00               |
| RESIDENTIAL PLUMBING MISCELLANEOUS        | 2        | 285.00               |
| RESIDENTIAL SCREEN ENCLOSURE              | 1        | 125.00               |
| RESIDENTIAL SEAWALL                       | 1        | 2,119.88             |
| RESIDENTIAL SERVICE CHANGE/REPAIR         | 1        | 345.00               |
| RESIDENTIAL WATER HEATER                  | 1        | 125.00               |
| RESIDENTIAL WINDOWS/DOORS/SHUTTERS        | 38       | 8,513.08             |

|                         |            |                    |
|-------------------------|------------|--------------------|
| SIGN                    | 1          | 535.00             |
| SINGLE FAMILY RESIDENCE | 2          | 570.00             |
|                         | <b>100</b> | <b>\$39,924.76</b> |



**Town of Hillsboro Beach  
Building Department  
Issued Permits Report**

**Start Date: 3/1/2023  
End Date: 3/31/2023**

| <b>Folio #</b>                | <b>Permit #</b> | <b>Date Issued</b> | <b>Job Address</b>                              | <b>Job Sub Division</b>     | <b>Construction Value</b> |
|-------------------------------|-----------------|--------------------|-------------------------------------------------|-----------------------------|---------------------------|
| <b>RESIDENTIAL ALTERATION</b> |                 |                    |                                                 |                             |                           |
| 484308CA0510                  | 23352871-0      | 3/7/2023           | 1155 HILLSBORO MILE, UNIT 604                   | HILLSBORO OCEAN CLUB CONDO  | \$9,000.00                |
| 484317AB1550                  | 23353030-0      | 3/9/2023           | 1050 HILLSBORO MILE, UNIT 906W                  | HILLSBORO LE BARON CONDO    | \$146,800.00              |
| 484317AB0210                  | 23353092-0      | 3/13/2023          | 1051 HILLSBORO MILE, UNIT 310E                  | HILLSBORO LE BARON CONDO    | \$13,550.00               |
| 484317AD0450                  | 23353209-0      | 3/17/2023          | 1021 HILLSBORO MILE, UNIT 601 (KITCHEN REMODEL) | LANDMARK AT HILLSBORO CONDO | \$14,750.00               |
| 484317AB0220                  | 23353577-0      | 3/29/2023          | 1051 HILLSBORO MILE (UNIT 311E)                 | HILLSBORO LE BARON          | \$43,500.00               |
| <b>Grand Total</b>            |                 |                    |                                                 |                             | <b>\$227,600.00</b>       |



**Town of Hillsboro Beach  
Building Department  
Activity Report**

**Start Date: 3/1/2023  
End Date: 3/31/2023**

| Discipline | Total # of Inspections | Plan Review | Permits Applied |
|------------|------------------------|-------------|-----------------|
| Building   | 126                    | 75          | 37              |
| Electrical | 60                     | 43          | 12              |
| Plumbing   | 38                     | 29          | 12              |
| Mechanical | 17                     | 27          | 9               |
| Fire       | 0                      | 3           | 1               |
| Zoning     | 0                      | 7           | 6               |
| Totals     | 241                    | 185         | 77              |



**Town of Hillsboro Beach  
Building Department  
Plan Review Times Report**

**Start Date: 3/1/2023  
End Date: 3/31/2023**

|                   | Number of Reviews | Average Days In Review | Most Days In Review |
|-------------------|-------------------|------------------------|---------------------|
| Completed Reviews | 192               | 6.39                   | 23.77               |



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Code Compliance

Presented by Bernard Pita, Code Compliance Mgr, CG&A

**Submitting Dept:** Town Clerk, Sherry Henderson, Town Clerk

**Agenda Date:** May 2, 2023

#### 1. BACKGROUND/HISTORY

#### 2. CURRENT ACTIVITY

#### 2. FINANCIAL IMPACT

#### 3. RECOMMENDATION

- ATTACHMENTS:**
1. March 2023 Code Case Action Report
  2. March 2023 Code Summary Report
  3. March All Open Cases





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

## Case Action Report\*

From 3/1/2023 To 3/31/2023 Corridor (All Corridors)

| <u>Date Issue</u> | <u>Incident Type</u>     | <u>Site Address</u>                                | <u>Status</u> | <u>Documents Issued</u> |                 |                         |
|-------------------|--------------------------|----------------------------------------------------|---------------|-------------------------|-----------------|-------------------------|
| 1/23/2023         | Building Permit Required | 1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062     | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                          |                                                    |               | 3/3/2023                | Complaint       | B. Pita                 |
|                   |                          |                                                    |               | 3/31/2023               | Courtesy Notice | B. Pita                 |
| 3/3/2023          | Building Permit Required | 1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 408 | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                          |                                                    |               | 3/3/2023                | Complaint       | B. Pita                 |
|                   |                          |                                                    |               | 3/31/2023               | Courtesy Notice | B. Pita                 |
| 3/3/2023          | Building Permit Required | 1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 407 | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                          |                                                    |               | 3/3/2023                | Complaint       | B. Pita                 |
|                   |                          |                                                    |               | 3/31/2023               | Courtesy Notice | B. Pita                 |

\*Cases included in this report are those where the owner was first cited within the date range and corridor specified



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

## Code Compliance Summary Report

From 3/1/2023 To 3/31/2023 Corridor (All Corridors)

### Case Totals for Period

|                                        |           |
|----------------------------------------|-----------|
| Cases Open at Start of Period          | 13        |
| Cases Opened During Period             | 8         |
| Cases Opened as result of Complaint    | 8         |
| Cases Closed During Period             | 9         |
| Cases Closed due to compliance         | 8         |
| Cases Open at End of Period            | 12        |
| Inspections                            | 9         |
| Reinspections                          | 9         |
| <b>Total</b>                           | <b>18</b> |
| Special Magistrate Cases During Period | 0         |

### Case Summary by Officer

| Officer      | Open at Start | Opened During Period | Opened as result of Complaint | Closed During Period | Closed due to compliance | Open at End of Period |
|--------------|---------------|----------------------|-------------------------------|----------------------|--------------------------|-----------------------|
| B. Pita/N/A  | 13            | 8                    | 8                             | 9                    | 8                        | 12                    |
| <b>Total</b> | <b>13</b>     | <b>8</b>             | <b>8</b>                      | <b>9</b>             | <b>8</b>                 | <b>12</b>             |



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

## Code Compliance Summary Report

From 3/1/2023

To 3/31/2023

Corridor (All Corridors)

### Inspections by Officer

| Officer      | Inspections | Reinspections | Total     |
|--------------|-------------|---------------|-----------|
| B. Pita/N/A  | 9           | 9             | 18        |
| <b>Total</b> | <b>9</b>    | <b>9</b>      | <b>18</b> |

### Summary of Cases Opened by Incident Type

| Incident Type            | Number   |
|--------------------------|----------|
| Building Permit Required | 6        |
| SB 60 - Complaint        | 1        |
| Storage                  | 1        |
| <b>Total</b>             | <b>8</b> |

### Revenue Summary

|                      | Period Start        | During Period | Period End          |
|----------------------|---------------------|---------------|---------------------|
| Total Fines Assessed | \$927,100.00        | \$17,800.00   | \$944,900.00        |
| Total Payments       | \$0.00              | \$0.00        | \$0.00              |
| <b>Balance</b>       | <b>\$927,100.00</b> |               | <b>\$944,900.00</b> |

All Open Code Cases as of April 1, 2023

|   | Incident Type                         | Owner                           | Site Address                                       |
|---|---------------------------------------|---------------------------------|----------------------------------------------------|
| 1 | Building Permit Required              | CALIENDO,THOMAS & LINDA         | 1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 408 |
| 2 | Building Permit Required              | FEY,WILLIAM ANTHONY             | 1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 407 |
| 3 | Building Permit Required              | COMMON AREA                     | 1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062     |
| 4 | Tide Water Seawall King Tide Criteria | MEDZ LLC                        | 997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062      |
| 5 | Building Permit Required              | DEARIE,THOMAS                   | 1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 209 |
| 6 | Sign Violation                        | WINTER SUN INVESTMENTS LLC      | 1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101 |
| 7 | Landscape Violation                   | WINTER SUN INVESTMENTS LLC      | 1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062     |
| 8 | Property Maintenance                  | WINTER SUN INVESTMENTS LLC      | 1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101 |
| 9 | Nuisance                              | MILLIONAIRE PORTFOLIO GROUP LLC | 1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812 |



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### **Agenda Item Cover Memo**

**Agenda Item: State Road A1A Improvement Project Update**

**Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk**

**Agenda Date: May 2, 2023**

#### **1. BACKGROUND/HISTORY**

#### **2. CURRENT ACTIVITY**

#### **2. FINANCIAL IMPACT**

#### **3. RECOMMENDATION**

**ATTACHMENTS: None**



## **TOWN OF HILLSBORO BEACH**

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### **Agenda Item Cover Memo**

**Agenda Item: Overview of Sat, April 22, 2023 Earth Day Community Event**

**Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk**

**Agenda Date: May 2, 2023**

#### **1. BACKGROUND/HISTORY**

#### **2. CURRENT ACTIVITY**

#### **2. FINANCIAL IMPACT**

#### **3. RECOMMENDATION**

**ATTACHMENTS:** 1. Recap Sat 22 Apr 2023 (2)



# Town of Hillsboro Beach



**Earth Day**  
**Saturday, April 22, 2023**

**9:00 am - 12:00 pm**

## **RECAP**

- Prescription Drugs - 14 lbs
- Shred- 6 bins / 384 gallons
- HHW & Electronic Recycling



**Electronics  
Recycling**



*Well Attended Event*

**THANK YOU!**

Town Hall  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062  
954-427-4011 [TownofHillsboroBeach.com](http://TownofHillsboroBeach.com)





## **TOWN OF HILLSBORO BEACH**

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### **Agenda Item Cover Memo**

**Agenda Item: Discussion on Commission Chamber & Conference Room**

**Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk**

**Agenda Date: May 2, 2023**

#### **1. BACKGROUND/HISTORY**

#### **2. CURRENT ACTIVITY**

#### **2. FINANCIAL IMPACT**

#### **3. RECOMMENDATION**

**ATTACHMENTS:** 1. PGAL - Hillsboro Beach Chamber & Conf Room Renovation

Rev. April 17, 2023  
~~April 11, 2023~~

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

**Re: Town Hall  
Chamber and Conference Room Renovation**

Dear Mr. Serda:

Thank you for giving PGAL the opportunity to provide a conceptual Architectural study for the Commission Chamber and Conference Space in the Town Hall at Hillsboro Beach, FL. Below, please find our understanding of the scope and associated fees.

## PROJECT UNDERSTANDING

The project scope consists of general renovations to the town hall chamber and storage space to the west of chamber and convert to conference space. Emphasis will be on ADA accessibility, required code exiting, floor elevation changes, and updated aesthetics. Basic Services will include due diligence including review of existing documents, code analysis, and the development of up to three conceptual options and 3-D sketches to review the Town staff and Council. Once reviewed by town, PGAL will prepare a final concept for approval.

## SCOPE OF BASIC SERVICES

### 1. Due Diligence

- a. Collect (completed) and review existing documentation from Town.
- b. Inspect existing conditions.
- c. Update plans and layout based on built changes.

### 2. Conceptual Drawings

- a. Provide conceptual sketches of potential layouts for Chamber and Conference space (Up to three options)
- b. Life Safety Review of options to meet exiting and ADA requirements.
- c. 3-D sketches of interiors of Chamber and conference space.

- d. Review meetings with staff
- e. Final presentation to Town Council

#### OPTIONAL SERVICES

Some of the following services may be desired or required, but scope is undetermined at this time:

- 1. Structural Analysis (if required).
- 2. Upgrades to existing building for code compliance.
- 3. Renderings or computer animations.

The above Optional Services or other Additional Services can be performed at the Owner's discretion for a mutually agreed upon fixed fee. If Owner elects to perform any of the above services directly, PGAL will coordinate with Owner's consultants. Identification and removal of any hazardous materials is not included.

#### SCHEDULE

- 1. Due diligence will be completed within 5 working days of notice-to-proceed.
- 2. Conceptual plans will be completed within 10-15 working days after Due Diligence, depending on Owner's schedule and availability for reviews.

#### COMPENSATION

We propose to provide the Basic Services outlined above for a lump sum fee of \$9,700, plus reimbursable expenses broken down as follows:

| <i><b>Task</b></i>  | <i><b>Basic Fee</b></i> |
|---------------------|-------------------------|
| Due Diligence       | \$2,000                 |
| Conceptual Sketches | \$ 5,800                |
| Meetings            | \$ 900                  |
| Final Presentation  | \$1,000                 |
| <b>TOTAL</b>        | <b>\$9,700</b>          |

Payment to PGAL is due thirty days after receipt of invoice and is delinquent beyond that time, when an additional charge of 1% per month, simple interest will be added. Invoices will only be rendered after services have been completed or on a monthly basis as a percentage of completion.

Reimbursable expenses include printing, mileage, courier or overnight delivery. All reimbursable expenses shall be billed at cost plus 10%.

Any additional services requested shall be billed at a mutually agreeable fixed fee or at the following PGAL Hourly Rate Schedule. Any additional services by consultants shall be billed at cost plus 10%.

|                                |          |
|--------------------------------|----------|
| Principal                      | \$300.00 |
| Project Manager                | \$250.00 |
| Project Architect              | \$225.00 |
| Job Captain / Intern Architect | \$135.00 |
| Technical / CAD Drafting       | \$110.00 |
| Clerical                       | \$ 90.00 |

We appreciate the opportunity to work with you and the Town on upgrades to your Town Hall. If you have any questions on the above proposal, please don't hesitate to call or email me.

Sincerely,



Samuel J. Ferreri, AIA  
Principal

SJF  
T: 561-322-1067  
C: 561 310-5752  
E: sferreri@pgal.com

**AGREED AND ACCEPTED**

This 18 of April 2023

By: Liam Fedala